



CITY OF URBANA COMMITTEE OF THE WHOLE MEETING

DATE: Monday, November 20, 2023
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: Jaya Kolisetty, Ward 4

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. 09-18-2023 Minutes

C. Additions to the Agenda

D. Presentations and Public Input

E. Staff Report

F. New Business

1. **Resolution No. 2023-11-92R:** A Resolution Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022) - Fire
2. **Ordinance No. 2023-11-042R:** An Ordinance Approving a License Agreement (East Half of Urbana Parking Lot #1 – 123 W. Water Street) - CD
3. **Resolution No. 2023-11-093R:** A Resolution Approving a Right-of-Way License Agreement with SMC-RE, LLC (The Rose Bowl Tavern) (106 North Race Street) – PW
4. **Ordinance No. 2023-11-043:** An Ordinance Imposing a Tax Upon the Use and Privilege of Renting a Boutique Hotel Room - HRF
5. **Ordinance No. 2023-11-044:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #4 - Omnibus) - HRF
6. **Resolution No. 2023-11-094R:** A Resolution Directing the Zoning Administrator to File a Rezoning Application for 205 North High Cross Road - Exec

G. Council Input and Communications

H. Adjournment

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://urbanaininois.us/upty>

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanaininois.us. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input

Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than five (5) minutes per person. The Public Input portion of the meeting shall total no more than two (2) hours, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under "Verbal Input". Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker's microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the

meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk's Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanillinois.us



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
www.urbanailinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: November 20, 2023 Council Meeting
Subject: Resolution to renew the revised 2022 MABAS Master Agreement

Summary

Action Requested

Staff requests that City Council approve the draft resolution authorizing the City to enter into the revised 2022 IGA presented by the Mutual Aid Box Alarm System (MABAS).

Brief Background

The City of Urbana already participates in this intergovernmental agreement, which facilitates an automatic “Box Alarm” dispatch of predetermined resources for day-to-day operations, major incidents or disaster responses requiring mutual aid. The revision to this master agreement encompasses updated language addressing licensing and certification reciprocity, which will ensure public agencies that provide mutual aid across state lines, may jointly exercise all rights, powers, and privileges as the authority having jurisdiction.

Relationship to City Services and Priorities

Impact on Core Services

This resolution would allow the City of Urbana to continue providing and receiving the benefits that mutual aid delivers through fire protection, rescue, and emergency services.

Strategic Goals & Plans

This resolution maintains the Mayor/City Council Strategic Goals under Strategic Area #1: Public Safety & Well-Being, Goal 2) Enhance and expand public safety resources and Goal 3) Promote community well-being.

Previous Council Actions

This resolution would be a continuation of the Council’s previous actions regarding MABAS participation. The existing agreement was approved by [Ordinance No. 2002-01-007](#), which was amended by [Ordinance No. 2014-09-082](#).

Discussion

Recommendation

City Council is asked to approve this resolution to authorize the City to enter into the revised 2022 MABAS Master Agreement.

Next Steps

If approved, the Mayor will execute the agreement, and Fire Department staff will ensure that it is implemented consistent with the terms of the agreement.

Attachments

1. MABAS Master Agreement
2. Draft Resolution

Originated by: Kyle Hensch, Deputy Fire Chief

Reviewed: Demond Dade, Fire Chief

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM
SYSTEM
(MABAS MASTER AGREEMENT 2022)**

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue, and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gamut from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form that can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment

to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges, or authority exercised or that may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking that any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and the Council of the City of Urbana have determined that it is in the best interests of its residents to enter into a Mutual Aid Box Alarm System Agreement

to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services, and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training, and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

SECTION 1: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION 2: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement (approved by the MABAS Executive Board on October 19, 2022) is hereby approved, and the Mayor and the City Clerk be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION 3: REPEALER All prior ordinances, resolutions, or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION 4: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE CITY COUNCIL this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this Date day of Month, Year.

Diane Wolfe Marlin, Mayor



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **“Chapter President”** means a person elected as the President of each state Chapter;
- H. **“Chief Officer”** means the Fire Chief or agency head of a Unit, or a designee of the Unit’s Fire Chief or agency head.
- I. **“Council of Chapter Presidents”** means the council or board whose members shall be the elected President of each State’s Chapter, as set forth in this Agreement.
- J. **“Disaster”** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **“Division”** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **“Emergency”** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **“Emergency Responder”** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **“Emergency Services”** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **“Incident Commander”** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

- responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.
- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ____ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

*



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
www.urbanainillinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: November 20, 2023 Committee of the Whole
Subject: Ordinance approving a 3-year license agreement for east side of parking Lot 1

Summary

Action Required

The City Council is being asked to approve a license agreement for use of the east side of City owned parking Lot 1 to The Rose Bowl for three years during the months of May-December.

Brief Background

The Rose Bowl has used the east side of City owned parking Lot 1 for the past three years. The first year, in 2020, was in response to the Covid pandemic and The Rose Bowl's desire to provide live entertainment in a safe environment for their patrons and the community at large. The Rose Bowl provided the tent, tables, chairs, and built a stage for performances from May-October. The City did not charge for the use of the public lot in an effort to support businesses during to the pandemic.

In 2021 and 2022, the City issued a request for proposal (RFP) for the use of the lot to determine if others were interested in activating the lot and if they would be willing to pay a fee. The Rose Bowl submitted the only response each year and proposed to pay \$500 per month during the months of use. Consequently, The Rose Bowl was awarded the bid. During each of the three years of its use of Lot 1, The Rose Bowl has offered an extensive variety of live entertainment almost daily during the approved months. They also collected nearly 300 favorable responses to a survey they conducted regarding the temporary outdoor venue.

Relationship to City Services and Priorities

Impact on Core Services

If the east side of Lot 1 is leased, the City will lose revenue from parking meters in that area during the months of the agreement.

Strategic Goals & Plans

This action supports economic recovery and support, which is strategic area #4 in the Mayor and Council Strategic Goals for 2022-23 and is consistent with findings from the 2022 Downtown Public Realm Study Big Idea #2 for Music/Event Space

Previous Council Actions

None. The previous agreement were for a term of one year or less, which did not require Council approval.

Discussion

Operations Impact

Public Works would be requested to provide and install directional signage for traffic in the Lot 1 area.

Community Impact

For the past three years, The Rose Bowl has demonstrated that the community supports and appreciates outdoor entertainment at the proposed location. Continued similar use will encourage residents and visitors to enjoy downtown Urbana and also provide almost daily activity for guests staying at the new Hotel Royer.

Recommendation

The City Council is being asked to approve a 3-year license agreement for use of the east side of public Lot #1 to The Rose Bowl during the months of May-October.

Attachments

1. Draft Ordinance Approving a License Agreement
2. DRAFT 3-year License Agreement of the east side of Lot 1 to The Rose Bowl

Originated by: Stepheny McMahon, Economic Development Supervisor

Reviewed: Kimberly Smith, Director of Community Development Services

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____**AN ORDINANCE APPROVING A LICENSE AGREEMENT****(East Half of Urbana Parking Lot #1 – 123 W. Water Street)**

WHEREAS, the City of Urbana, an Illinois municipal corporation (the “City”), is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970 and 65 ILCS 5/1-1-10; and

WHEREAS, the City owns multiple public parking lots in downtown Urbana and provides ample parking for citizens and visitors to patronize businesses within the downtown; and

WHEREAS, the City seeks to support arts and culture activities including live entertainment that will attract audiences to the downtown to encourage economic development; and

WHEREAS, The Rose Bowl desires to use a certain portion of Urbana Parking Lot #1 for such activities; and

WHEREAS, in order to facilitate such activities by The Rose Bowl, the City desires to enter into a License Agreement with The Rose Bowl for the use of a portion of Urbana Parking Lot #1.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

That the License Agreement, including the terms thereof as set forth in the form of such License Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

Section 2.

That the Mayor of the City of Urbana, Illinois, shall be and is hereby authorized to execute and deliver such License Agreement (with leave for minor modifications that do not materially change the terms) and any related documents as may be necessary to effectuate the use of the property and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said

execution of said License Agreement and related documents as so authorized and approved for and on behalf of the City of Urbana, Illinois

Section 3.

That this Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2023.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this this ____ day of _____, 2023.

Diane Wolfe Marlin, Mayor

LICENSE AGREEMENT
EAST HALF OF PARKING LOT 1, URBANA, IL 61801 (91-21-08-458-001)

THIS AGREEMENT is made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation as Licensor (hereinafter the “City”), and The Rose Bowl as Licensee, collectively “Parties”.

WITNESSETH

WHEREAS, the City owns a public parking lot called Lot 1 located at 123 W. Water Street, Urbana, Illinois, Permanent Index Number 91-21-08-458-001 (hereinafter “the Property”); and

WHEREAS, the City seeks to allow for certain periodic use of the Property for activities that generate sales tax and/or provide public accommodations for art and culture.

WHEREAS, the Rose Bowl desires to use and to maintain the Property for such activities and under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the covenants, conditions and agreements herein contained, the Parties hereby agree as follows:

1. Licensed Area: The City agrees to license to The Rose Bowl the East half of the Property for their exclusive use in the manner prescribed in this Agreement and in the Rose Bowl Proposal 3-25-2022 attached hereto.
2. Term: The term shall be the period of May 1 – October 31 for the years of 2024, 2025 and 2026.
3. Termination: Either Party may terminate the lease with ninety (90) days’ written notice. No refund of any portion of license agreement payments already made shall be provided. At the termination of the license agreement, the Property shall be returned to its pre-existing condition or a condition agreed to in writing by the Parties.
4. Access: The City reserves the right of its agents, employees, or assigns to enter upon the Property at any time, including to perform such work or services as may be described herein.
5. Rate: The license agreement rate will be \$500.00 per month payable to the City on the first day of each month during the term of this Agreement.
6. Acceptable activities on the Property include:
 - a. Music or theater performances.
 - b. Art performances or presentations.
 - c. Food and drink sales, other similar commercial activities.

In conjunction with the performance of acceptable activities provided herein, the Rose Bowl may also provide the following:

- d. Establishment of utilities as may be necessary for purposes of the acceptable activities and installed pursuant to City codes and with prior authorization of the City.
- e. Establishment of seating, staging, canopies, and decoration in good working order/condition comprised of materials intended for that purpose.
- f. Placement of temporary, outdoor weather resistant seating that was made for the purpose it was intended
- g. Placement of a tent and weights to secure the tent to the property

- h. Signage to promote the events being hosted at the site, in accordance with city regulations.
- 7. Unacceptable activities on the Property include:
 - a. Any activity constituting a nuisance according to the City code.
 - b. Punctures, damage, removal, or installation of hardscaping without prior authorization of the City.
 - c. Construction of permanent buildings.
 - d. Addition or removal of curb cuts.
 - e. Storage of materials.
 - f. Noise/Music amplification beyond the hours allowed by City ordinances and/or Emergency Orders.
- 8. Additional requirements:
 - a. Laws: The Rose Bowl shall at all times observe and comply with all laws, ordinances, or regulations of the federal, state, county, and local governments.
 - b. Cleanliness and Maintenance: The Rose Bowl shall keep the Property free of litter and debris.
 - c. Structures: The placement of any structures or accessibility improvements must be pre-approved by the City in writing or email, shall be removable, and shall meet all City code requirements.
 - d. Hours: Outdoor sound amplification is only allowed between the hours of 11:00 a.m. to 10:00 p.m. Sunday-Thursday and 11:00 a.m. to 11:00 p.m. Friday and Saturday.
 - e. Use: The Rose Bowl shall use the Property substantially in conformance with this agreement as well as with the site plan attached to this License Agreement. If the Rose Bowl uses the Property or allows the Property to be used in any way that results in the property becoming subject to property taxes, the Rose Bowl shall be responsible for paying all assessed property taxes.
- 9. General Legal requirements
 - a. As is: The Rose Bowl accepts the Property in its “as-is” condition. The City disclaims all warranties expressed or implied as to the condition of the Property.
 - b. The Rose Bowl may make infrastructure improvements to the Licensed Area at their own expense and only with the approval of the City and the issuance of required License Permits.
 - c. Liability: The Rose Bowl assumes sole responsibility and liability to all persons and authorities related to its possession, occupancy, and use of the Property under the terms of this Agreement. The City is not responsible for insuring the Rose Bowl or the Rose Bowl’s agents, employees, invitees, licensees, or guests against any loss or damage. The Rose Bowl shall maintain such policies of insurance and in such amounts of coverage as required by the City. The City of Urbana and its officers and employees named as additional insured parties on all insurance policies required pursuant to this Agreement.
 - d. City’s Name: The Rose Bowl shall not use the City’s name or logo in any form of advertising without the City’s prior written permission.
 - e. Indemnity: The Rose Bowl, at its own expense, shall indemnify, hold harmless, and defend the City (hereinafter, the “Indemnified Party”) and its elected and appointed officials, employees, and agents from and against all injuries, death, loss, damages, claims, suits, liabilities, judgments, decrees, settlements, costs and expenses, including reasonable attorney fees, that may in any way accrue against the City arising out of, or in connection with the use of the Licensed Area pursuant to this Agreement, except for injuries and damages caused by the sole negligence of the City. Nothing in this Subsection shall be deemed, construed or interpreted as a waiver or release by the City of such rights as it may have pursuant to the Local Governmental and Governmental

Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). This Subsection, in its entirety, shall survive the termination of this Agreement.

- f. Assignment: It is mutually understood and agreed that the Rose Bowl shall not assign, transfer, convey, or otherwise dispose of The Rose Bowl's interest and obligations under this License Agreement or any part hereof without the express written consent of the City.
- g. The City will not collect litter or remove snow on the Licensed Area during the periods of the term as specified in this Agreement
- h. The City will conduct pruning of trees, mulching of landscape beds, and other customary landscaping activities at locations landscaped pursuant to the City's normal operations, unless otherwise provided for in an agreement.
- i. The City will repair cracks and other hardscape failures that the City deems are the result of normal wear and tear. Damage or failure caused by the licensee will be repaired at the licensee's expense.
- j. Notices and Communications: The Rose Bowl shall notify the City within twenty-four (24) hours of the occurrence of an accident, fire, or damage to the Property. Any communications shall be sent to the respective parties as follows:

TO THE CITY: Stepheny McMahon, Economic Development Supervisor
Community Development Services Department
400 S. Vine
Urbana, Illinois 61801
smcmahon@urbanailinois.us
217-328-8274

TO THE TOWNSHIP: Charlie Harris & Marten Stromberg
The Rose Bowl
106 N Race Street
Urbana, Illinois 61801
RoseBowlTavern@gmail.com
773-547-2427 (office)

[END OF AGREEMENT, SIGNATURES FOLLOW.]

For the City of Urbana, Illinois:

For The Rose Bowl:

Diane Marlin, Mayor

Charlie Harris

Attest:

Date:

City Clerk

Date: _____

ATTACHMENTS

The Rose Bowl Parking Lot Seating Plan Update2022



City of Urbana
 400 S Vine Street, Urbana, IL 61801
www.urbanailinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: November 20, 2023 Committee of the Whole
Subject: A Resolution Approving a Right-of-Way License Agreement with SMC-RE, LLC
 (The Rose Bowl Tavern) (106 N. Race Street)

Summary

Action Requested

City Council is being asked to pass the attached resolution that would authorize the Mayor to execute a license agreement, allowing SMC-RE, LLC to construct, maintain, operate, and repair an outdoor seating area within the public right-of-way (Goose Alley) adjacent to 106 N. Race Street.

Brief Background

SMC-RE, LLC proposes to add outdoor seating along the north building face of the Rose Bowl Tavern at 106 N. Race Street. This area is part of a 12 ft. wide public right-of-way known as Goose Alley. SMC-RE, LLC plans to remove existing landscaping and concrete curb and gutter, pour new concrete to fill in the old landscaping area, and install a narrow strip of tables and chairs. This proposed seating area would allow for continued pedestrian access through this right-of-way area.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Fiscal and Budget Impact

The annual license fee will cost \$176.00 per year (200 square feet of right-of-way at the current rate of \$0.88 per square foot).

Recommendation

City Council is asked to pass the attached resolution that would authorize the Mayor to execute a license agreement, allowing SMC-RE, LLC to construct, maintain, operate, and repair an outdoor seating area within the public right-of-way (Goose Alley) adjacent to 106 N. Race Street.

Next Steps

If the attached resolution is passed, the Mayor will execute the license agreement, City staff will record the agreement with the Champaign County Recorder, and SMC-RE, LLC to construct the outdoor seating area.

Attachments

1. Resolution No. 2023-11-___R: A Resolution Approving a Right-of-Way License Agreement with SMC-RE, LLC (106 N. Race Street).
2. Right-of-Way License Agreement (Outdoor Seating Area) with SMC-RE, LLC (106 N. Race Street).

Originated by: Daniel A. Rothermel, Land Surveyor

John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. 2023-11- R**A RESOLUTION APPROVING A RIGHT-OF-WAY LICENSE AGREEMENT
WITH SMC-RE, LLC (106 N. RACE STREET)**

WHEREAS, the City Council, in its discretion and consistent with applicable law, may authorize, by ordinance, the Mayor to execute license agreements on behalf of the City for use of public rights-of-way where such use will involve the placement or installation of any facility on the surface of or above the ground in a public right-of-way; and

WHEREAS, the City Council, after due consideration, finds that approving the agreement as herein provided is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

A right-of-way license agreement between SMC-RE, LLC and the City of Urbana for (106 N. Race Street), in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, is hereby authorized and approved. The Mayor of the City of Urbana is hereby authorized to execute and deliver said agreement as so authorized and approved for and on behalf of the City of Urbana.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2023.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2023.

Diane Wolfe Marlin, Mayor

This instrument was prepared by:

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802

Mail recorded document to:

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802

City of Urbana – Champaign County

RIGHT-OF-WAY LICENSE AGREEMENT
(Outdoor Seating Area)

SMC-RE, LLC
(The Rose Bowl Tavern)
505 E. Illinois Street
Urbana, IL 61801

RIGHT-OF-WAY LICENSE AGREEMENT

This agreement is made between SMC-RE, LLC, ("Licensee") and the City of Urbana, an Illinois municipal corporation ("City"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The Licensee and the City agree as follows:

1. **Grant of license.** The City hereby grants and the Licensee hereby accepts a nonexclusive, nontransferable, nonassignable, and revocable license to construct, maintain, operate, and repair seating and tables, ("Facility") within the public right-of-way ("Licensed Property"). For purposes of this Agreement, the Licensed Property shall be the property described in Exhibit A.

- A. The license granted herein gives the Licensee permission to use the Licensed Property for the limited purposes and pursuant to the terms and conditions stated in this agreement. The license is not a warranty of title and does not convey any right, title, or interest in the Licensed Property.
- B. The license granted herein is subject to the rights of any public utility or other person or entity currently having rights, licenses, franchises, or easements in and about the Licensed Property.
- C. The Licensee shall fully and faithfully perform and comply with all terms, conditions, and covenants contained in this agreement. If the Licensee fails to perform or comply with any term, condition, or covenant in this agreement, the City may revoke the license after giving the Licensee a period in which to cure such failure as set forth in this agreement.
- D. The Licensee shall not transfer or assign the license granted herein.
- E. The license granted herein is nonexclusive and at all times subordinate to the City's and the public's use of the Licensed Property for purposes normally associated with a public right-of-way. Accordingly, if necessary to accommodate repair, maintenance, or construction of City utilities or improvements to the Licensed Property, the Licensee shall, at its sole cost, relocate or remove all or any portion of the Facility not more than 90 days after the City's Public Works Director ("Director") directs such relocation or removal in writing.
- F. The Licensee shall use its best efforts to maintain contractors on any work project involving the Right-of-way and to work toward its timely completion, barring inclement weather or other situations determined to be beyond the Licensee's control.

2. **Term; termination.** The initial term of this agreement is five (5) years from the effective date. Upon expiration of this initial term or any renewal term, this agreement automatically renews for a subsequent term of five years, unless, no fewer than 90 days before the

scheduled expiration of the current term, either party provides written notice to the other party of the intent not to renew. The parties may terminate this agreement at any time by mutual written consent. Either party may terminate this agreement for cause by giving written notice to the other party at least 45 days before the proposed termination. Such party shall specify the reason or reasons for such termination in the written notice and shall specifically state that such termination will become effective on a date at least 45 days after the date thereof if the other party does not completely cure the reason or reasons for such notice of termination.

3. **Fee.** On the effective date of this agreement and on each anniversary of such date thereafter, the Licensee shall pay to the City, in advance and without demand, an annual fee of \$0.88/ square foot x 200 square feet = **\$176.00** as compensation for the license granted under this agreement. The Licensee shall pay to the City the annual fee and all other charges required to be paid under this agreement by cash, valid check, or money order at City of Urbana Accounting, 400 S. Vine Street, Urbana, Illinois 61801. The City may adjust the amount set for compensation on January 1 of each year beginning January 1, 2024, in accordance with the Consumer Price Index (CPI-U) published by the United States Department of Labor, Chicago area, all items for all urban consumers, or other generally recognized index which succeeds the Consumer Price Index.
4. **Installation.** The Licensee warrants that installation of the Facility will be done and completed in a good and competent manner, in accordance with all requirements of law, and at no expense to the City.
5. **Plan submission.** Prior to construction of the Facility, the Licensee shall provide plans to the City which clearly show the proposed Facility.
6. **Maintenance.** The Licensee shall maintain the Facility and Licensed Property in good and safe condition and in a manner that complies with all applicable laws.
7. **Repair.** After doing any work within the Licensed Property, the Licensee at its sole cost and expense shall promptly repair and restore to the extent practicable any portion of the right-of-way disturbed by the Licensee, including without limitation all sidewalks, parkways, or pavements, to their original condition or better in accordance with the specifications of the City.
 - A. If any such sidewalk, parkway, or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Licensee, the Licensee, as soon as climatic conditions reasonably permit, shall promptly, and no more than 15 days from receipt of notice from the City to do so, cause such sidewalk, parkway, or pavement to be repaired or restored. The Licensee shall complete such restoration no more than 10 days after the date of commencement of such restoration work. If the Licensee fails to commence and complete the restoration work in the manner and within the times prescribed in this section, the City may perform such work, and the Licensee shall pay any costs and expenses the City incurs upon written demand by the City.

- B. If such right-of-way or improvement cannot be so repaired, replaced, or restored, the Licensee shall compensate the City for the cost or reasonable value of such improvements in an amount estimated by an independent architect, engineer, or contractor selected by the City.
- C. At the discretion of the Director, the Licensee shall repair or replace any shrubs, bushes, or trees existing within the Licensed Property (other than what is proposed to be permanently removed) that are disturbed, damaged, or destroyed by reason of the construction, maintenance, or repair of the Facility.
- D. The Licensee shall promptly repair and restore at its sole cost all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.
- E. The provisions in this section 7 will survive the termination of this agreement.

8. **Removal.**

- A. The City may remove and dispose of the Facility, or any portion thereof, upon occurrence of any of the following:
 - (1) an emergency that presents imminent peril to person or property;
 - (2) the Licensee's non-compliance with any term, provision, or covenant that is not cured within the time provided for in this agreement following notice of such non-compliance tendered to the Licensee;
 - (3) the Director or other responsible City official, in good faith, deems the procedure in section 7 impracticable under the circumstances present;
 - (4) termination of this agreement for any reason;
 - (5) the Licensee's abandonment of the Facility in accordance with the provisions in section 9 of this agreement; or
 - (6) expiration of this agreement in the absence of any renewal thereof.
- B. The Licensee shall bear all costs and expenses incurred in the removal and disposal of the Facility and the restoration of the Licensed Property.
- C. If the Licensee fails in any way to make timely payment to the City for such costs and expenses, the Licensee shall pay, in addition to any amount so owed, the City's reasonable attorneys' fees and court costs incurred in the collection of such amount. This provision will survive the termination of this agreement.

9. **Lapse and termination.** The license granted in this agreement is limited to the construction, maintenance, operation, repair, and removal of the Facility. Any additional use other than that specifically named in this agreement, without the further express written consent of the City, is a violation of this agreement. Upon cessation of such use, as determined by the Director, this agreement immediately and automatically will lapse and terminate. If the Director believes the Licensee is no longer using the Facility or that it otherwise has been abandoned, he or she shall notify the Licensee in writing that the City is asserting its right to declare this agreement lapsed and terminated. Such notice will state that the Licensee has 30 days to reassert its rights under this agreement and demonstrate that it has not in fact abandoned the Facility and thereby the license granted by this agreement. If the Licensee demonstrates within the 30-day period that it has not abandoned the Facility, this agreement will remain in force and effect according to its terms. If the Licensee does not demonstrate within the 30-day period that it has not abandoned the Facility, this agreement will be deemed lapsed, terminated, and no longer in effect.

10. **Indemnification.** To the extent permitted by law, the Licensee shall protect, indemnify, and defend the City against any and all losses, claims, demands, costs, causes, expenses and fees, including reasonable attorney's fees and the reasonable value of any suit or any other claim or demand for injury or damages in connection with this agreement, including the construction and maintenance of the Facility and Licensed Property, unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents or contractors. This section will survive the termination of this agreement.

11. **Insurance.** The Licensee represents that it may lawfully provide insurance coverage to the City in connection with the obligations as set forth in this agreement without such obligations being subject to the availability of funds, which may be lawfully applied thereto. Such insurance will be kept in force at all times while the Facility continues to exist at the location described. The Licensee accordingly agrees to provide to the City, upon execution of this agreement, a certificate of insurance evidencing the commercial general liability policy of the Licensee insuring the City as an additional insured for purposes of this agreement with coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

12. **Entire agreement; amendment.** This agreement, together with its attachment, constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties and recorded in the Office of the Campaign County Recorder of Deeds.

13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this

section, or by a notice delivered by another method in accordance with this section. An automatic “read receipt” will not constitute acknowledgment of an email for purposes of this section. Each party’s address is stated below and may be changed to such other address as the party may hereafter designate by notice.

SMC-RE, LLC

SMC-RE, LLC
Attention: Charlie Harris
505 E. Illinois Street
Urbana, IL 61801

City of Urbana

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802

14. **Governing Law.** The parties shall construe this agreement in accordance with the laws of the State of Illinois and shall initiate and maintain any action to interpret, construe, or enforce this agreement in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

15. **Non-waiver.** Either party’s failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

16. **Severability.** The parties intend this agreement to be enforced to the fullest extent as allowed by law. If any provision of this agreement is found to be unenforceable by any court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect.

17. **Compliance with governmental requirements.**

A. **Right-of-way permit.**

- (1) Except in an emergency as provided in this agreement, the Licensee shall obtain a right-of-way permit from the City before constructing, installing, extending, removing, or otherwise changing the Facility. The permit will indicate the time, manner, and place of the work to be performed. The Licensee shall comply with all conditions of any permits issued to it; and
- (2) Along with each application for a permit, the Licensee shall provide the following: prints, plans and maps showing the proposed location and design of the Facility to be constructed; and
- (3) In an emergency that the Licensee believes poses a threat of immediate harm to the public or to any of the Licensee’s facilities, the Licensee may access the public way to mitigate the threatened harm without the benefit of a permit. In this case, the Licensee shall advise the City of the emergency at the earliest reasonable opportunity and seek a proper permit within a

reasonable period of time thereafter and in the manner as stated in this agreement.

- B. **Applicable law.** The Licensee shall comply with all applicable laws, ordinances, regulations, and requirements of federal, state, county, and local regulatory authorities, including without limitation the applicable provisions of the Urbana City Code regarding rights-of-way and their uses, all of which as may be amended from time to time.

18. **Due Authorization.** Each party represents to the other that the person or persons signing this agreement on behalf of the party is authorized and empowered to enter into this agreement by and on behalf of such party and that this agreement is a legal, valid, and binding obligation of such party, enforceable against the other in accordance with its terms.

19. **No presumption.** Each party hereto acknowledges that this agreement is the product of good faith negotiations by and between the parties hereto and, as such, neither party may seek to have this agreement strictly construed against the other party as drafter of this agreement.

20. **Recording.** The City will record this agreement in the Office of the Champaign County Recorder of Deeds at the Licensee's expense.

21. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below.

SMC-RE, LLC

City of Urbana, Illinois

By: _____

Charlie Harris

By: _____

Diane Wolfe Marlin, Mayor

Date: 10, 26, 2023

Date: _____, 2023

Attest:

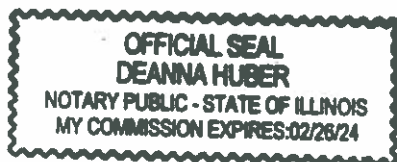
Phyllis Clark, City Clerk

STATE OF Illinois)
) ss.

COUNTY OF Champaign)

I, the undersigned, a notary public
in and for the said County, in the State aforesaid do hereby certify that Charlie
Harris, personally known to me to be the same person whose name is subscribed
to the foregoing instrument, appeared before me this day in person and acknowl-
edged that he signed, sealed and delivered the said instrument in his capacity as the
duly authorized representative of SMC-RE, LLC as his free and voluntary act, and
the free and voluntary act of SMC-RE, LLC for the uses and purposes therein set
forth.

GIVEN under my hand and official seal, this 26th day of October 2023.



Deanna Huber
Notary Public

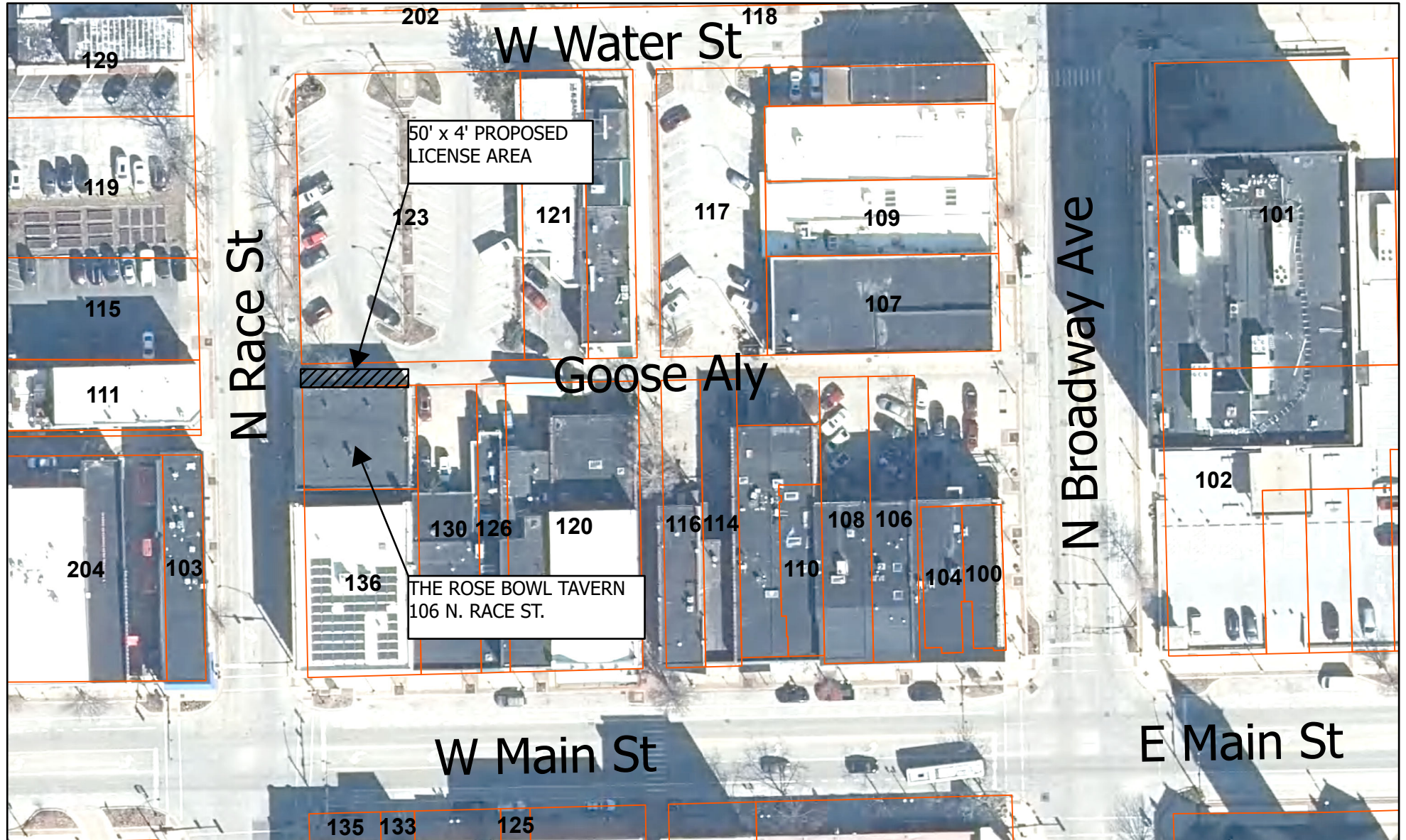
Attachment: Exhibit A - Map showing location and extent of licensed area.

EXHIBIT "A"

The Rose Bowl Tavern - 106 N. Race Street, Urbana, IL

Item F3.

Date created: 9/28/2023
Created by: Urbana Public Works, (217) 384-2342
Data source: CCGIS Consortium, Urbana Public Works



Scale: 1" = 70'

ORDINANCE NO. _____**AN ORDINANCE IMPOSING A TAX UPON THE USE AND PRIVILEGE OF
RENTING A BOUTIQUE HOTEL ROOM**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation, including imposing a use tax on the privilege of renting a boutique hotel room or similar lodging accommodations for a period of not more than thirty (30) consecutive days; and

WHEREAS, the City has entered into a development agreement with Icon Hospitality, LLC, which requires that a redevelopment incentive be repaid through revenues generated by the project; and

WHEREAS, establishing a boutique hotel tax, separate and distinct from the general hotel tax provides the means to generate a portion of the revenues necessary for repayment of the redevelopment incentive; and

WHEREAS, Icon Hospitality expects to open the hotel to guests no later than the deadline of February 29, 2024.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

Chapter 22, entitled “Taxation,” of the Code of Ordinances of the City of Urbana, Illinois, be and the same is hereby amended by reserving Sections 22-161 through 22-169 in Article IX, entitled “Locally Imposed and Administered Tax Rights and Responsibility,” to read as follows:

Sec 22-161 – 22-169. - Reserved.

Section 2.

Chapter 22, entitled “Taxation,” of the Code of Ordinances of the City of Urbana, Illinois, be and the same is hereby amended by adding to that chapter a new article to be numbered Article X, entitled “Boutique Hotel Use Tax,” to read as follows:

Sec. 22-170. – Definitions.

For the purpose of this article, whenever any of the following words, terms, or definitions are used herein, they shall have the meaning ascribed to them in this section.

“Boutique hotel” is defined as a small stylish hotel, typically situated in a fashionable urban location. Boutique hotels often have fewer rooms with a variety of unique room layouts or distinctive concepts. Boutique hotels have a distinct character such as historic or themed, which is emphasized with intentional design throughout the property. Service in a boutique hotel is personalized and may include innovative amenities.

Sec. 22-171. – Tax.

- (a) There is hereby levied and imposed upon the use and privilege of renting a boutique hotel room within the City of Urbana a tax of four percent (4%) of the rental or leasing charge for each such hotel room rented for each twenty-four (24) hour period or any portion thereof provided, however, that the tax shall not be levied and imposed upon any person to rent a boutique hotel room for more than thirty (30) consecutive days who works or lives in the same hotel.
- (b) The ultimate incident of and liability for payment of said tax shall be borne by the person who seeks the privilege of occupying any such boutique hotel room, said person hereinafter referred to as “renter”.
- (c) The tax herein levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the operator or facilitator of every boutique hotel to act as trustee for and on account of the City, and to secure said tax from the renter of the boutique hotel room and pay over to the city collector said tax under procedures prescribed by the city finance director or as otherwise provided in this article.
- (d) Every person required to collect the tax levied by this article shall secure said tax from the renter at the time such person collects the rental payment for the boutique hotel room. Upon the invoice receipt or other statement or memorandum of the rent given to the renter at the time of payment, the amount due under the tax provided in this article shall be stated separately on said documents.

Sec. 22-172. - Books and Records.

The city finance director, or any person certified as their deputy or representative, may enter the premises of any boutique hotel for inspection and examination of books and records in order to effectuate the proper administration of this article and to assure the enforcement of the collection of the tax imposed. It shall be unlawful for any person to prevent, hinder, or interfere with the city finance director or their duly authorized deputy or representative in the discharge of their duties and the performance of this article. It shall be the duty of every owner to keep accurate and complete books and records to which the city finance director or their deputy or authorized representative, shall at all times have access, which records shall include a daily sheet showing:

- (1) the number of boutique hotel rooms rented during the 24-hour period, including multiple rentals of the same hotel rooms where such shall occur, and
- (2) the actual boutique hotel tax receipts collected for the date in question.

Sec. 22-173. - Transmittal of tax revenue.

- (a) The owner or operators of each boutique hotel room within the City shall file tax returns showing tax receipts received with respect to each boutique hotel room during each month period commencing on December 1, 2023, and continuing on the first day every month thereafter on forms prescribed by the city finance director. The return shall be due on or before the 15th day of the calendar month succeeding the end of the month filing period. A separate return shall be filed for each place of business within the City regardless of ownership.
- (b) The first taxing period for the purpose of this article shall commence on December 1, 2023, and the tax return and payment for such period shall be due on or before January 15, 2024. Thereafter, reporting periods and tax payments shall be in accordance with the provisions of this article. At the time of filing said tax returns, the owner shall pay to the City all taxes due for the period to which the tax return applies.
- (c) If for any reason any tax pursuant to this Article is not paid when due, a penalty at the rate of one percent (1%) per thirty (30) day period, or portion thereof, from the day of delinquency shall be added and collected.

Sec. 22-174. - Collection.

Whenever any person shall fail to pay any tax as herein provided, the city finance director shall bring or cause to be brought an action to enforce the payment of said tax on behalf of the City in any Court of competent jurisdiction.

Sec. 22-175. - Proceeds of tax and fines.

All proceeds resulting from the imposition of the tax under this article, including penalties, shall be paid into the treasury of the City and shall be credited to and deposited to the corporate fund of the City.

Section 3.

This Ordinance shall become effective on December 1, 2023.

Section 4.

Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 5.

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 6.

The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2023.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this this _____ day of _____, 2023.

Diane Wolfe Marlin, Mayor



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
www.urbanailinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: November 20, 2023 Committee of the Whole
Subject: An Ordinance Imposing a Tax Upon the Use and Privilege of Renting a Boutique Hotel Room

Summary

Action Requested

The City Council is being asked to approve an Ordinance amending the City Code to establish a 4% boutique hotel tax, which will be applicable to the Hotel Royer.

Brief Background

The development agreement for the Hotel Royer stipulates that an additional tax will be imposed upon renting boutique hotel rooms as part of the plan for the City to recover the cost of a \$5.5 million incentive payment, which will be made by the City when the hotel is fully operational, including all rooms, conference facilities, and a restaurant.

Relationship to City Services and Priorities

Impact on Core Services

Redevelopment of the Hotel Royer will generate new revenue, which can be used to support a variety of City services in the long term, once the development incentive has been repaid.

Strategic Goals & Plans

This action supports economic recovery and development, which is strategic area #4 in the Mayor & Council Strategic Goals for 2022-23. This is also consistent with information shared with the City Council and the public related to development and taxes in the Examine Urbana report.

Previous Council Actions

[Resolution 2019-05-012R](#) approved a letter of intent and interim agreement for redevelopment of the Hotel Royer with Marksons Affiliates, LLC.

[Ordinance 2019-06-036](#) approved a redevelopment agreement with Marksons Affiliates, LLC to renovate and operate the hotel as a Tapestry Collection by Hilton brand property.

[Ordinance 2020-10-055](#) approved an extension to the project start date from July 1, 2020 to July 1, 2021 and approved assignment of the agreement and Marksons Affiliates' interest in the hotel to Icon Hospitality, LLC.

[Ordinance 2022-11-047](#) approved an extension to the project occupancy date from December 31, 2022 to August 31, 2023.

[Ordinance 2023-07-022](#) approved an amendment to the redevelopment agreement extending the project occupancy date from August 31, 2023 to February 29, 2024.

Discussion

Additional Background Information

The Hotel Royer is the only hotel currently in the City of Urbana that would meet the definition of a “boutique hotel.” This additional tax would not affect any other existing hotel or motel in the City.

Additional analysis on this project is being performed by a consultant, SB Friedman. If that analysis shows that the City’s development incentive can be repaid within ten years at a lower tax rate, staff may recommend reducing the boutique hotel tax rate. However, the developer has indicated that a mid-December opening date is possible and staff thought it best to have the tax approved in advance.

Operations Impact

There will be a minimal additional workload for Finance staff, which can be absorbed at the authorized staffing level.

Policy or Statutory Impacts

This Ordinance would amend the City Code to establish the boutique hotel tax.

Fiscal and Budget Impact

The boutique hotel tax is one of several revenues that would repay the City for the development incentive over time. Other revenues include the Tax Increment Finance (TIF) property tax increment resulting from the development, regular hotel/motel tax, and food and beverage tax.

Staff has been advised by bond counsel that, because the tax is applicable to only one hotel, municipal bonds issued in relation to this project would be taxable. Taxable bonds carry a higher interest rate. For that reason, staff will likely recommend an internal loan from the City’s treasury fund be used to provide financing for the development incentive. This will require City Council approval and will be discussed in more detail when that approval is requested.

Community Impact

Hotel Royer will attract visitors to downtown Urbana, which will generate activity at other businesses, such as restaurants, contributing to a more active and vibrant downtown.

Recommendation

The City Council is being asked to approve an Ordinance amending the City Code to establish a 4% boutique hotel tax.

Next Steps

If approved, staff will begin to prepare to receive tax revenues. This will include creating this revenue source in the financial system and providing forms and guidance on reporting revenues. Staff will also take related actions to seek approval for an internal loan from the City's cash reserves to pay the incentive, and amend the budget related to anticipated revenues and repayment of that internal loan.

Attachments

1. Ordinance No. 2023-11-__: An Ordinance Imposing a Tax Upon the Use and Privilege of Renting a Boutique Hotel Room

Originated by: Elizabeth Hannan, HR & Finance Director / CFO

Reviewed: Stepheny McMahon, Economic Development Supervisor
Kimberly Smith, Director of Community Development Services
Dave Wesner, City Attorney

Approved: Carol Mitten, City Administrator



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
www.urbanailinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: November 20, 2023 Committee of the Whole
Subject: FY2024 Budget Amendment #4 - Omnibus

Summary

Action Requested

Forward the budget amendment authorizing these adjustments to the FY2024 budget for approval at the November 27, 2023 City Council meeting. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

Brief Background

This Ordinance would amend the FY2024 annual budget to add \$24,000 in the Executive Department related to legal costs in the ongoing hospital property tax litigation. In the Public Works Department, \$210,000 would be reallocated to the Stormwater Management Planning project in the Stormwater Utility Fund. In addition, \$1,166,000 in the Sanitary Sewer Lateral Lining Pilot program, which is funded using ARPA (American Rescue Plan Act) funds, in the Sanitary Sewer Fund would be shifted from FY2025 to FY2024.

Relationship to City Services and Priorities

Impact on Core Services

This change reflects a shift in priorities to expedite essential infrastructure improvements, underscoring the commitment to enhancing the City's sanitation services and improving drainage systems.

Strategic Goals & Plans

The proposed changes related to capital projects align with the Mayor and Council goal of improving quality of current infrastructure assets ([Strategic Area #3: Infrastructure](#)).

Previous Council Actions

The City Council approved The City's Annual Budget ([FY2024 Annual Budget](#)) and the Capital Improvement Plan ([CIP FY2024-FY2028](#)) on June 26, 2023.

On February 27, 2023, The City approved a Resolution Adopting the City of Urbana American Rescue Plan Act (ARPA) Concept Plan project list ([Resolution No. 2023-02-013R](#)). A total of

\$1,296,000 was allocated to the Sanitary Sewer Fund (204) for the Sanitary Sewer Lining Pilot program, which is part of the approved ARPA Concept Plan Project List.

Discussion

Additional Background Information

Available funds from several projects (listed in detail on the exhibit) totaling \$210,000 in the Stormwater Utility Fund are being reallocated to the Stormwater Management Planning project. These funds will be used towards the Impervious Area Mapping project, mandated for completion before the impending stormwater utility fee rate increase on January 1, 2024. Additionally, this will aid in the expansion of the Manholes & Catch Basins/Inlets inspections & GIS updates project, elevating inspections from 80 percent to a comprehensive 100 percent coverage of the City's sewer structures.

The initial plan for the ARPA funded Sanitary Sewer Lateral Lining Pilot Program project was to spend \$130,000 on planning and construction preparation in FY2024 and the \$1.166 million in construction as a separate contract starting in FY2025. Instead, the staff project team recommends to hiring one contractor that would do both planning and construction for the project, starting in FY2024.

Operations Impact

The proposed changes related to upgrades to sanitation infrastructure and improvements in drainage systems are intended to optimize operational efficiency by completing projects in a timely and efficient manner. The goal is to ensure these upgrades positively influence our overall operational effectiveness.

Fiscal and Budget Impact

The new estimated ending fund balance in the General Operating Fund would be \$18,846,929, which is 46.31 percent of recurring expenditures. Excluding the \$7 million assigned for future transfers for capital improvements, including Equity and Quality of Life (EQoL) projects, the fund balance would be \$11,846,929 which is 29.11 percent of recurring expenditures.

Community Impact

These changes aim to enhance public health standards, mitigate environmental risks, and create a more resilient and sustainable community infrastructure. The adjustments related to the Sanitary Sewer Lateral Lining project will likely lead to an earlier completion of essential infrastructure improvements. Residents can expect improved sanitation services and a more sustainable, well-maintained sewer system.

Recommendation

Forward the budget amendment authorizing these adjustments to the FY2024 budget for approval at the November 27, 2023 City Council meeting.

Next Steps

If the proposed adjustments mentioned above are approved, staff will proceed with the necessary implementation measures, ensuring timely execution of the outlined improvements to better serve our community.

Attachments

1. An Ordinance Revising the Annual Budget Ordinance

Originated by: Alyana Robinson, Financial Analyst

Reviewed: Elizabeth Hannan, HR & Finance Director / CFO

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____**AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE****(Budget Amendment #4 –Omnibus)**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970, and may exercise any power and perform any function pertaining to its governmental business and affairs, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted by the Illinois Constitution of 1970; and

WHEREAS, the corporate authorities of the City heretofore did approve the annual budget ordinance of and for the City of Urbana for the fiscal year beginning July 1, 2023 and ending June 30, 2024; and

WHEREAS, the said corporate authorities find that revising the annual budget ordinance by deleting, adding to, changing, or creating sub-classes within object classes and object classes themselves is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, the Budget Director may not make such revision under the authority so delegated to the Budget Director pursuant to 65 ILCS 5/8-2-9.6 or Urbana City Code Section 2-133.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AND THE MAYOR, BEING THE CORPORATE AUTHORITIES OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1.

The annual budget ordinance shall be and the same is hereby revised as set forth in the exhibit appended hereto and made a part hereof as if fully set forth herein.

Section 2.

This Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana, Illinois, at a duly noticed and convened meeting of the said corporate authorities.

PASSED BY THE CORPORATE AUTHORITIES this __ Day of _____, 20__.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this __ Day of _____, 20__.

Diane Wolfe Marlin, Mayor

Budget Amendment 2023/24 - 04 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
GENERAL OPERATING FUND (100)						
<u>Expenditures</u>						
10010103-52101		LEGAL SERVICES	233,871	257,871	24,000	Carle litigation costs
Total Expenditures			46,924,426	46,948,426	24,000	
Ending Fund Balance (estimated)			18,870,929	18,846,929	(24,000)	
STORMWATER UTILITY FUND (201)						
<u>Expenditures</u>						
20140470-52106-40412	40412-PLANNING	ARCHITECTURAL & ENG SERVICES - STORMWATER MANAGEMENT PLANNING	618,050	828,050	210,000	Impervious Area Mapping project
20140470-53303-40418	40418-CONST	STORMWATER - STORM SEWER LINING	903,916	891,916	(12,000)	Reallocate to Stormwater Management Planning
20140470-53303-40414	40414-CONST	STORMWATER - BONEYARD CREEK CROSSING IMPROVEMENT	498,205	358,205	(140,000)	Reallocate to Stormwater Management Planning
20140470-52204-40402	40402-CONST	INFRASTRUCTURE MAINT - STORM SEWER CLEANING & TELEVISIONING	400,000	342,000	(58,000)	Reallocate to Stormwater Management Planning
Total Expenditures			4,217,536	4,217,536	-	
Ending Fund Balance (estimated)			652,614	652,614	-	
SANITARY SEWER FUND (204)						
<u>Revenues</u>						
204-49350	49204-ARPTFR	TFR FROM ARPA	130,000	1,296,000	1,166,000	Sanitary sewer lateral lining PILOT project - move from FY25 to FY24
Total Revenues			1,704,032	2,870,032	1,166,000	
<u>Expenditures</u>						
20440470-53304-ARP	ARP-24	SANITARY SEWER - SANITARY SEWER LATERAL LINING PILOT PROGRAM	130,000	1,296,000	1,166,000	Sanitary sewer lateral lining PILOT project - move from FY25 to FY24
Total Expenditures			2,977,512	4,143,512	1,166,000	
Ending Fund Balance (estimated)			557,730	557,730	-	
AMERICAN RESCUE PLAN FUND (350)						
<u>Expenditures</u>						
35060620-59204		TFR TO SANITARY SEWER FUND	130,000	1,296,000	1,166,000	Sanitary sewer lateral lining Pilot project - move from FY25 to FY24
Total Expenditures			6,714,805	7,880,805	1,166,000	
Ending Fund Balance (estimated)			2,325,578	1,159,578	(1,166,000)	

RESOLUTION NO. _____**A RESOLUTION DIRECTING THE ZONING ADMINISTRATOR TO
FILE A REZONING APPLICATION FOR 205 NORTH HIGH CROSS
ROAD**

WHEREAS, the City of Urbana (the “City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the property at 205 North High Cross Road (91-21-10-407-022) was rezoned from B-1 to B-3 by Ordinance No. 2020-04-023, in conjunction with a Special Use Permit for medical office; and

WHEREAS, the owner of the subject property, OSF Healthcare, did not build the contemplated medical office, nor do they intend to; and

WHEREAS, the Council of the City of Urbana now wishes to reconsider whether the B-3 Zoning District is the appropriate designation for this parcel given the full complement of uses possible in that zone, whether by-right, special use permit, or conditional use permit; and

WHEREAS, Section XI-7 of the Urbana Zoning Code provides that the regulations and standards, restrictions, and district boundaries may be amended, changed, or repealed, including changes to zoning classifications on parcels, through submission of an application to the Plan Commission; and

WHEREAS, an application by the City Council to rezone a parcel may be initiated only by a majority vote of the body and direction to the Zoning Administrator to file the written application on its behalf.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1. Pursuant to Section XI-7 of the Urbana Zoning Code, the Zoning Administrator is hereby directed to file a written application with the Plan Commission on behalf of the City Council for the rezoning of the property at 205 North High Cross Road from the B-3 Zoning District to the B-1 Zoning District.

Section 2. The Zoning Administrator is further directed to follow all the requirements of the Urbana Zoning Code pertaining to the application, including approval protocols and public processes to bring this application to the City Council for a final determination.

PASSED BY THE CITY COUNCIL this _____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, _____.

Diane Wolfe Marlin, Mayor



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
www.urbanailinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: November 20, 2023 Committee of the Whole
Subject: A Resolution Directing the Zoning Administrator to File a Rezoning Application for 205 North High Cross Road

Summary

Action Requested

City Council is being asked to pass the attached draft resolution that would direct the Zoning Administrator to file a written application to rezone the property at 205 North High Cross Road from B-3 to B-1. This action has been initiated by Councilmember Grace Wilken (with the support of Councilmember Maryalice Wu).

Brief Background

The property at 205 North High Cross Road (91-21-10-407-022) was rezoned from B-1 to B-3 by [Ordinance No. 2020-04-023](#), in conjunction with a Special Use Permit for medical office. The owner of the property, OSF Healthcare, did not build the contemplated medical office, nor do they intend to. A contract purchaser for the property, Wes Taylor, applied to the Zoning Board of Adjustment for approval of a Conditional Use Permit for self-storage use. The resolution of that application is pending.

Relationship to City Services and Priorities

Recommendation

This request was initiated by a Councilmember. Staff will make a recommendation on the rezoning itself after following the appropriate procedure for analysis and consideration if the Council approves this resolution. Staff has no recommendation on whether or not the Council should initiate this rezoning.

Next Steps

If the attached resolution is approved, the Zoning Administrator will file the written application for the rezoning with the Plan Commission and follow all the pertinent requirements of the Urbana Zoning Ordinance.

Attachment

Draft Resolution No. _____, A Resolution Directing the Zoning Administrator to File a Rezoning Application for 205 North High Cross Road

Originated by: Carol Mitten, City Administrator
Reviewed: Dave Wesner, City Attorney
Approved: Carol Mitten, City Administrator