



DATE: Monday, December 02, 2024
TIME: 6:30 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

C. Additions to the Agenda

D. Presentations and Public Input

1. **New City Website – Exec**

E. Staff Report

F. Unfinished Business

1. **Ordinance No. 2024-11-034:** An Ordinance Amending the Urbana Zoning Ordinance (Update Section VI-3 for Clarity and to Remove Additional Lot Area and Width Requirements for Certain Uses / Plan Case No. 2493-T-24) – CD

G. New Business

1. **Resolution No. 2024-12-080R:** A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement for the Design and Construction of Improvements to Wright Street between the City of Champaign and the City of Urbana – PW
2. **Resolution No. 2024-12-081R:** A Resolution to Endorse the Champaign Urbana Urban Area Transportation Study (CUUATS) Long Range Transportation Plan (LRTP) 2050 – PW
3. **Resolution No. 2024-12-082R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Parker Glen Phase II, FY 2024-2025) – CD
4. **Resolution No. 2024-12-083R:** A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc. FY 2024-2025) – CD
5. **Ordinance No. 2024-12-038:** An Ordinance Amending the Urbana City Code, Chapter 14, Section 14-7 and Chapter 22, Section 22-102 (Food Licenses and Recycling Tax) – HRF

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/uptv>

- [6.](#) **Ordinance No. 2024-12-039:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #4 – Omnibus) – HRF
- [7.](#) **Resolution No. 2024-12-084R:** A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for Cetara Gas Inc D/B/A Cetara Gas Inc, 1821 South Philo Road – Exec
- [8.](#) **Resolution No. 2024-12-085R:** A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for H Mart Urbana, LLC D/B/A H Mart, 220 North Broadway Avenue – Exec

H. Council Input and Communications

I. Adjournment

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@urbanaininois.us



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: December 2, 2024 Committee of the Whole
Subject: An Ordinance Amending the Urbana Zoning Ordinance
 (Update Section VI-3 for Clarity and to Remove Additional Lot Area and Width Requirements for Certain Uses / Plan Case No. 2493-T-24)

Summary

Action Requested

City Council is being asked to approve Ordinance No. 2024-11-034, which has previously been on the agenda for consideration at the November 4 and 18 meetings of the Committee of the Whole. The purpose of this memo is to respond to the main issues raised by community members in opposition to the text amendment. The discussion below is intended to be concise; several staff members will be available to provide more detail at the Committee meeting should Councilmembers have questions.

Discussion

Why Now? A relevant question to be answered as part of Council's consideration of this text amendment is – Why now? Staff has explained in previous Council memos for this amendment that there is abundant policy guidance in the 2005 Comprehensive Plan to support this zoning text amendment. In fact, given the purpose of the R-2 Zoning District (to allow duplexes subject to certain controls) and R-3 (to allow duplexes as a matter of right), not supporting this text amendment would actually be inconsistent with the existing Comprehensive Plan.

Not only is the text amendment consistent with the current Comprehensive Plan, it is consistent with and reinforced by the proposed language of *Imagine Urbana*.

Imagine Urbana's Big Ideas (goals for the City's future), Objectives (what it means to successfully achieve each goal), Big Moves (strategies to achieve *Imagine Urbana's* Big Ideas) and Little Moves (specific actions to implement the Big Moves) support the amendment's implementation:

Big Idea 1: Urbana is a Place for Everyone

- Objective 1.3 Broaden the economic base and housing options in ways that reflect the City's diversity

Big Idea 2: Urbana is Both Financially and Environmentally Resilient

- Objective 2.2 Focus on incremental development and innovation, piloting new ideas in small ways to see what works
- Objective 2.7 Emphasize development in areas with existing infrastructure, natural resources, and amenities to minimize environmental impact

Big Move 1: Address Urbana’s Diverse Housing Needs

- Little Move 1.8 Allow a variety of housing types in every neighborhood at scales appropriate to each neighborhood

Big Move 2: Align the Zoning Ordinance with *Imagine Urbana*

- **Little Move 2.2. Implement steps to address immediate concerns, prior to the approval of a new Zoning Ordinance**

Big Move 7: Promote Incremental Development

- Little Move 7.1 Identify and resolve barriers to incremental and infill development

Big Move 8: Enhance Urbana’s Economic Vibrancy

- Little Move 8.3 Prioritize development in areas already served by services and infrastructure

Big Move 10: Support Community Health, Safety, and Well-Being

- Little Move 10.4: Prioritize equitable access to essential resources such as education, employment opportunities, housing, health care, transportation, and recreational facilities for all residents

Little Move 2.2 is highlighted above, because we have attempted to specifically acknowledge the need to continue to revise the Zoning Ordinance to support the City’s values and goals while we move toward larger enhancements that will take more time.

Incremental Change While community comments have been mixed, staff believes this text amendment would only lead to small, gradual changes. As outlined in the staff presentation on Monday, November 18, there are 3,558 total R-2 parcels in Urbana. Currently, 1,743 (49%) of those parcels meet the lot size and width requirements for duplexes. Of these duplex-eligible lots, 82% (1,427) contain single-family dwellings and 3% (49) contain duplexes. The comparable figure in the R-3 zone is 9% (203 duplexes out of 2,309 duplex-eligible lots).

If there was going to be a flood of developers seeking to redevelop single-family houses into duplexes in the R-2 and R-3 districts, the figure reported above would be much higher because the opportunity to develop duplexes already exists on well over half of the R-2 and R-3 lots in Urbana. The community concern that this text amendment constitutes a major threat to community character is not supported by the data. Instead, these occurrences are few (as illustrated by the data above) and would remain so even with the text amendment.

Affordability This incremental change is unlikely to have a significant effect on affordability of housing in the City overall, but is more likely to have a positive versus a negative impact. For example, the introduction of duplexes will add variety to the housing mix offered, some of which will be in the form of smaller units, which will be inherently less costly.

Further, housing studies¹ have shown that new market rate construction may be more expensive, but it supports a chain of moves that opens up affordable housing down the chain. (Think of someone buying up from their starter home and the starter home becoming available for sale.) In addition, older housing units tend to be more affordable housing units, but we cannot construct older units in real time. Rather, the market-rate units we build today (in a variety of sizes and configurations) will become more affordable units in the coming decades.

Rental Housing The Zoning Ordinance does not speak to the ownership model of any housing type. While some duplex units may be held as investment properties (by developers or individuals) there are several other ownership scenarios that are typical for duplexes.² Aging-in-place households might use this new flexibility to add a unit onto their house for a live-in caregiver (family or not). A retiree might add a unit to provide income to supplement their retirement income. An owner-occupant who wants to buy a house that needs renovation might build the additional unit to help overcome the economic imbalance between the renovation cost and the final value. Still other prospective buyers may find it more affordable to buy a duplex and use the rental income to pay part of the mortgage.

Community Preservation Many of the statements from opponents to the text amendment have less to do with the use of buildings and more to do with building form. For example, several residents in West Urbana mentioned that they like the mix of residential uses (homes, duplexes, apartments) that the neighborhood has, yet they oppose an amendment that would allow the ability for the neighborhood to minimally add to this mix – with duplexes – in the future. Concerns seem more about a duplex looking out of place than anything else.

In West Urbana, which does not include R-3 lots, the building form would be addressed as part of the conditional use permitting process. For example, if someone requests a conditional use permit to demolish a perfectly viable home to build a new duplex, alternatives could be explored. Those options could be to allow the existing building to be split into a duplex, or to allow a relatively benign addition to be built onto the existing house to accommodate a second unit, rather than allowing the demolition of a building that contributes to the character of the neighborhood. The conditional use permitting process explicitly requires that a duplex in the R-2 district must preserve

¹ *The Effect of New Market-Rate Housing Construction on the Low-Income Housing Market*, Evan Mast

² According to data from the Cunningham Township Assessor, nearly one out of every three duplexes in Urbana is owner-occupied, i.e., the property owner lives in one of the two units.

the character of the neighborhood; if it does not, the permit cannot be granted.³

With a conditional use permit, any new duplex would need to fit into the neighborhood, so we could see something like this:



<https://www.cnu.org/publicsquare/2024/11/20/stacked-duplex-cute-and-cost-effective>

Meanwhile, a single-family home (709 South Race Street example following) can be built anywhere without regard for existing neighborhood characteristics.



³ Conditional Use Permit criteria (all must to be met for a conditional use permit to be granted):

- (1) is conducive to the public convenience;
- (2) will not be unreasonably injurious or detrimental to the district in which it is be located, or otherwise injurious or detrimental to the public welfare; and
- (3) conforms to the applicable regulations and standards of, and **preserves the essential character of, the district in which it is be located.**

Policy Direction The proposed text amendment is in alignment with the intent of the Zoning Ordinance, Comprehensive Plan goals, and Mayor/Council Goals. Being aligned with all three means that this amendment improves the regulatory framework, advances the City's long-term plan, and is consistent with the short-term focus areas and strategies. Given this alignment, it is appropriate to consider and address this request at this time.

If Council denies this proposed amendment, they should articulate specific reasons to staff, so that staff can draft appropriate changes to the Zoning Ordinance, Comprehensive Plan, or Mayor/Council Goals that would clarify the extent that restrictions on duplex and/or incremental housing development is desired.

Potential Compromise Staff supports the text amendment with the parameters requested by the applicant and in the form it was recommended by the Plan Commission. However, staff explored some scenarios to determine whether the primary goal of the text amendment could be achieved by placing reasonable parameters on existing lots. Staff settled on a minimum lot width of 50 feet and a minimum lot size of 5,000 square feet as a reasonable compromise relative to the proposed elimination of these minimums for existing lots.

This compromise is responsive to the concern that certain lots may be too small for duplexes (and the attendant potential population density that could reside there), and the 50-foot/5,000-square-foot minimum would preclude the smallest lots from being potentially developed or redeveloped as duplexes. In the R-2 zone, the 493 smallest existing lots would remain ineligible for duplex conversion/construction. In the R-3 zone, the 471 smallest existing lots would remain ineligible.

Recommendation

As mentioned above, staff continues to recommend that Council adopt the text amendment as presented.

Next Steps

If the proposed text amendment is adopted (as presented or as amended), staff will update the Zoning Ordinance accordingly.

Originated: Kevin Garcia, Principal Planner and Zoning Administrator
 Reviewed: Andrea Ruedi, Senior Advisor for Integrated Strategy Development
 Will Kolschowsky, Senior Management Analyst / Assistant to the City Administrator
 Approved: Carol Mitten, City Administrator



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: November 18, 2024 Committee of the Whole
Subject: Continuation of Ordinance No. 2024-11-034 – An Ordinance Amending the Urbana Zoning Ordinance (Update Section VI-3 for Clarity and to Remove Additional Lot Area and Width Requirements for Certain Uses / Plan Case No. 2493-T-24)

Summary

Action Requested

City Council is being asked to approve the captioned zoning ordinance text amendment as presented at the November 12 Committee of the Whole.

Commission Recommendation

The Plan Commission reviewed the proposed text amendment on September 19 and October 17, 2024, and voted unanimously to recommend approval to City Council.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

At the November 12 Committee of the Whole, there was discussion regarding the role of *Imagine Urbana* in providing the basis for staff and Plan Commission support for this text amendment. Neither the Plan Commission Staff Report nor the Plan Commission recommendation used *Imagine Urbana* as the basis to recommend approval. *Imagine Urbana* is currently in draft and has not been adopted by Council. While the Plan Commission has had numerous work sessions to discuss parts of the plan, those conversations are evolving.

The Plan Commission Staff Report cites the follow sections of 2005 Comprehensive Plan as supporting the text amendment:

Goal 1.0 – Preserve and enhance the character of Urbana’s established residential neighborhoods.

Goal 2.0. – New development in an established neighborhood will be compatible with the overall urban design and fabric of that neighborhood.

Objective 2.1 – Ensure that the site design for new development in established neighborhoods is compatible with the built fabric of that neighborhood.

Goal 4.0 – Promote a balanced and compatible mix of land uses that will help create long-term, viable neighborhoods.

Objective 4.1 - Encourage a variety of land uses to meet the needs of a diverse community.

Objective 4.3 – Encourage development patterns that offer the efficiencies of density and a mix of uses.

Goal 18.0 – Promote infill development.

Goal 19.0 – Provide a strong housing supply to meet the needs of a diverse and growing community.

Objective 19.2 – Encourage residential developments that offer a variety of housing types, prices and designs.

Additional objectives in the Comprehensive Plan that support the amendment include:

Objective 1.4 – Promote established neighborhoods close to campus and the downtown as attractive places for people to live.

Objective 1.5 – Ensure appropriate zoning in established neighborhoods to help foster the overall goals for each unique area.

Objective 3.1 – Encourage an urban design for new developments that will complement and enhance its surroundings.

Objective 5.1 – Encourage development patterns that help reduce dependence on automobiles and promote different modes of transportation.

Objective 16.3 – Encourage development in locations that can be served with existing or easily extended infrastructure and city services.

The policy underpinning for the proposed text amendment is not new. There is ample evidence in the existing (2005) Comprehensive Plan to support the text amendment recommended here.

However, looking forward with an eye to continuity, *Imagine Urbana*, as currently drafted, would also provide a rationale for supporting the proposed text amendment. If anything, the language of *Imagine Urbana* is more straightforward and explicit. As in, Big Idea #1 from *Imagine Urbana – Urbana is a Place for Everyone*.

Previous Council Actions

Several previous Council actions were outlined in the November 4 memo to Council for this item. Special note should be made of Ordinance No. 7071-43, which establishes the Zoning Districts in question (R-2 and R-3) and provided for duplexes in each of those zones as an appropriate residential use type.

Discussion

Additional Background Information

Several issues were raised at the Committee of the Whole on November 12 that the Council requested specific follow-up to address.

A chart showing the R-2/R-3 development requirements both before and after the proposed text amendment is included below:

Current and Proposed Regulations for Duplexes (R-2 and R-3 Districts)

Plat Date	Current		Proposed	
	Pre-1970	Post-1970	Existing Lots	New Lots
Min. Lot Size	6,000 ft ²	9,000 ft ²	none	6,000 ft ²
Min. Lot Width	60 ft	80 ft	none	60 ft
Floor Area Ratio	0.4			
Open Space Ratio	0.4			
Max. Bldg. Height	35 ft			
Min. Front Yard	15			
Min. Side Yard	5			
Min. Rear Yard	10			
Zoning Approvals Required	R-2: Conditional Use Permit (Requires Public Hearing and Approval by Zoning Board of Appeals) R-3: None ("By Right")			

Illustrations were also requested that would demonstrate different development scenarios and how those would change if the text amendment was adopted. The applicant, David Huber, who is a practicing architect, has agreed to provide such drawings and staff anticipates that those drawings will be presented at the Committee meeting on November 18.

A Councilmember requested a current (static) zoning map. The City-wide zoning map and the West Urbana neighborhood zoning are attached to this memo.

Staff also anticipate providing some additional information about existing conditions that are germane to this discussion. This information was not able to be compiled prior to the publication of the Council Packet but will be presented at the Committee meeting on Monday.

Recommendation

Staff recommends adoption of the proposed zoning text amendment as presented.

Next Steps

If the proposed text amendment is approved, staff will update the City's Zoning Ordinance.

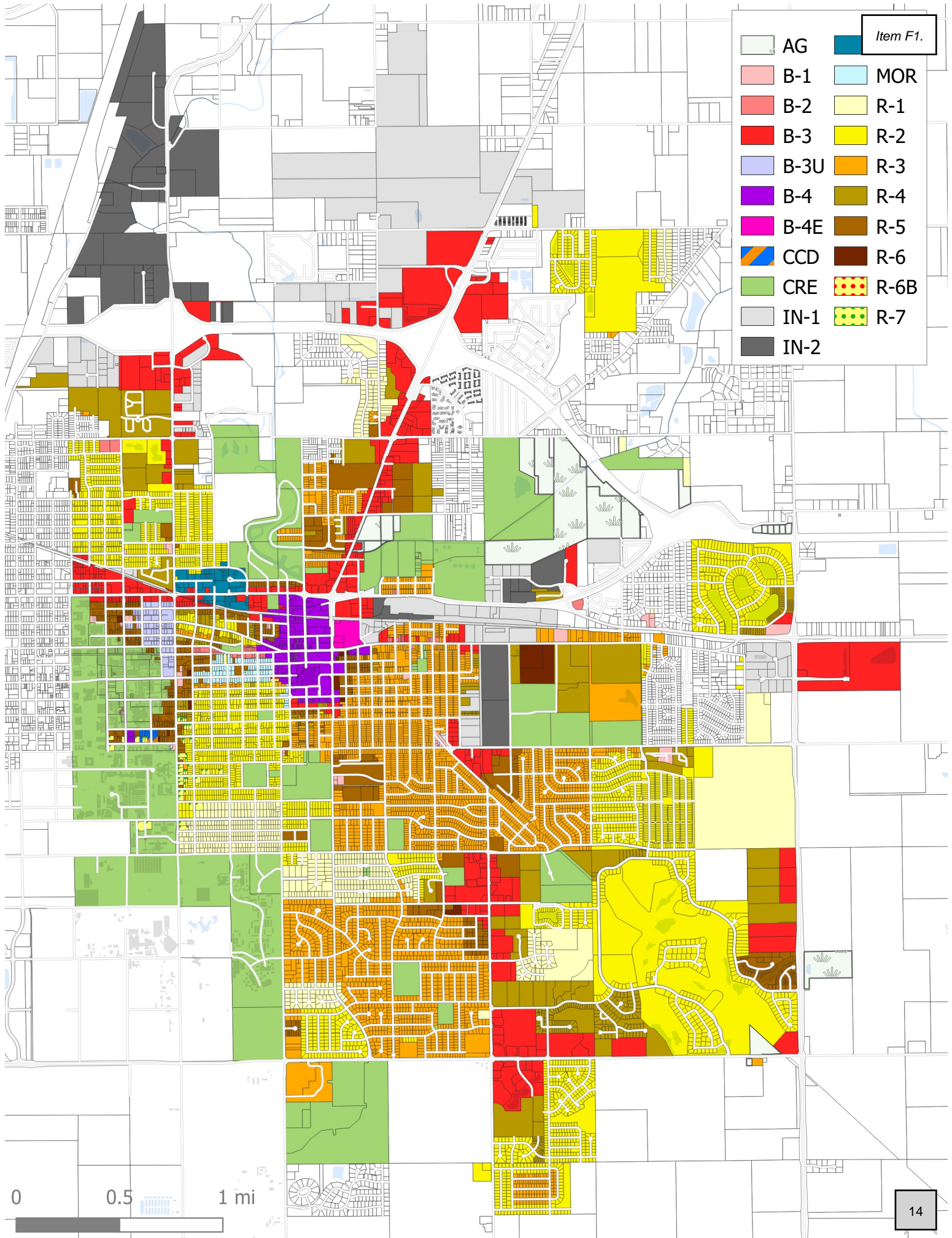
Attachments

1. City-wide and West Urbana Zoning Map

Originated by: Kevin Garcia, Principal Planner and Zoning Administrator

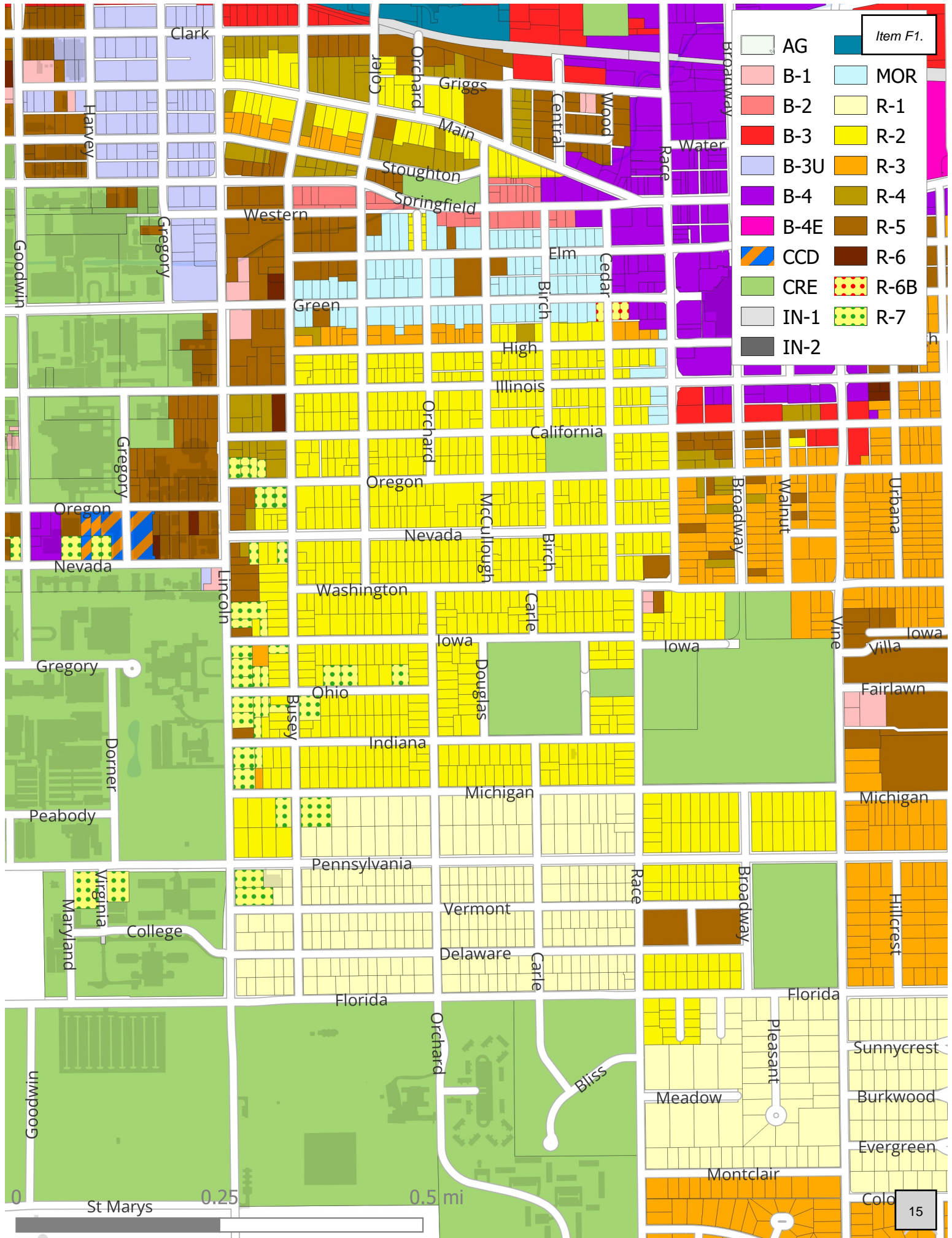
Reviewed: William Kolschowsky, Senior Management Analyst / Assistant to the City Administrator

Approved: Carol Mitten, City Administrator



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| AG | Item F1. |
| B-1 | MOR |
| B-2 | R-1 |
| B-3 | R-2 |
| B-3U | R-3 |
| B-4 | R-4 |
| B-4E | R-5 |
| CCD | R-6 |
| CRE | R-6B |
| IN-1 | R-7 |
| IN-2 | |

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	AG		Item F1.
	B-1		MOR
	B-2		R-1
	B-3		R-2
	B-3U		R-3
	B-4		R-4
	B-4E		R-5
	CCD		R-6
	CRE		R-6B
	IN-1		R-7
	IN-2		



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: November 4, 2024 Committee of the Whole
Subject: An Ordinance Amending the Urbana Zoning Ordinance
(Update Section VI-3 for Clarity and to Remove Additional Lot Area and Width Requirements for Certain Uses / Plan Case No. 2493-T-24)

Summary

Action Requested

City Council is being asked to approve a zoning ordinance text amendment to remove additional lot area and width requirements for duplexes in the R-2 (Single-Family Residential) and R-3 (Single- and Two-Family Residential) zoning districts, remove additional lot area requirements and simplify lot width requirements for common-lot-line dwellings in all districts, simplify language regarding the reuse of existing lots, and amend other parts of Section VI-3 to make it easier to understand.

Plan Commission Recommendation

The Plan Commission reviewed the proposed text amendment on September 19 and October 17, 2024, and voted unanimously to recommend approval to City Council.

Relationship to City Services and Priorities

Impact on Core Services

Approval of the text amendment will have no direct impact on City services.

Strategic Goals & Plans

The 2005 Comprehensive Plan emphasizes infill development, enhancing established neighborhoods, promoting a mix of compatible land uses, and promoting a strong housing supply to meet the needs of a diverse community. The proposed text amendment would help accomplish all of those goals by removing barriers that significantly restrict duplexes and common-lot-line dwellings from being built in zoning districts where they are supposed to be allowed, according to the Table of Uses.

Previous Council Actions

11/15/1950 – Ord. No. 5051-28 – adopted Urbana’s second Zoning Ordinance (first was in 1940); established minimum lot sizes for new lots; first occurrence of text allowing re-use of existing small lots (limited to single-family dwellings).

9/21/1970 – Ord. No. 7071-43 – adopted Urbana’s third Zoning Ordinance; established additional lot area and width requirements for new duplex lots (9,000 square feet/80 feet).

5/21/1979 – Ord. No. 7879-102 – adopted Urbana’s fourth Zoning Ordinance; established CRE district; allowed reuse of existing AG and CRE-zoned parcels that did not meet minimum lot area/width.

1/16/1990 – Ord. No. 8998-65 – text amendment; established current text found in Paragraphs VI-3.A, B, and C regarding reuse of existing lots and additional lot area/width for duplexes.

11/19/1990 – Ord. No. 9091-59 – adopted MOR zoning district, established current text found in Paragraph VI-3.D regarding lot area and width in the MOR district.

Discussion

Additional Background Information

This request was initiated by David Huber, a local developer with experience redeveloping small lots containing dilapidated homes in East Urbana. Mr. Huber’s initial request was to remove the additional lot area and width requirements for duplexes in the R-2 and R-3 districts only. During the course of the September 19, 2024, Plan Commission meeting, the Commission asked staff to broaden the scope to include removing similar additional requirements for common-lot-line dwellings, and to clean up the rest of Section VI-3 to make the section easier to understand.

A concise summary of the proposed changes covering the broader scope requested by the Plan Commission is detailed in the October 17, 2024 Supplemental Memorandum (Attachment 2). A summary of the initial request covering the duplex regulations requested by Mr. Huber is detailed in the September 19, 2024 Staff Report (Attachment 3).

Recommendation

City Council is asked to approve the zoning text amendment as presented.

Next Steps

If approved, staff will update the City’s Zoning Ordinance with the proposed changes.

Attachments

1. An Ordinance Approving a Zoning Text Amendment (Update Section VI-3 for Clarity and to Remove Additional Lot Area and Width Requirements for Certain Uses / Plan Case No. 2493-T-24)
2. Plan Commission Supplemental Memorandum (October 17, 2024)
3. Plan Commission Staff Report (September 19, 2024)
4. Draft Plan Commission Minutes (October 17, 2024)
5. Plan Commission Minutes (September 19, 2024)

Originated by: Kevin Garcia, Principal Planner, Zoning Administrator

Reviewed: William Kolschowsky, Senior Management Analyst / Assistant to the City Administrator

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE URBANA ZONING ORDINANCE

(Update Section VI-3 for Clarity and to Remove Additional Lot Area and Width Requirements for Certain Uses / Plan Case No. 2493-T-24)

WHEREAS, the City Council passed Ordinance No. 9293-124 on June 21, 1993, which adopted the 1993 Comprehensive Amendment to replace the 1979 Comprehensive Amendment to the 1950 Zoning Ordinance of the City of Urbana (“City”), which is also known as the Urbana Zoning Ordinance (“Zoning Ordinance”); and

WHEREAS, David Huber has submitted a petition to amend the Zoning Ordinance to remove additional lot area and width requirements for duplexes in the R-2, Single-Family Residential, and R-3, Single and Two-Family Residential Zoning Districts; and

WHEREAS, said petition was presented to the Plan Commission as Plan Case No. 2493-T-24; and

WHEREAS, after due publication in accordance with Section XI-7 of the Zoning Ordinance and Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14), the Plan Commission held public hearings on the petition on September 19, and October 17, 2024; and

WHEREAS, the Plan Commission voted five (5) ayes and zero (0) nays on October 17, 2024, to forward Plan Case No. 2493-T-24 to the City Council with a recommendation for approval of the proposed amendment; and

WHEREAS, the amendments described herein conform to the goals, objectives and policies of the 2005 Comprehensive Plan as amended from time to time; and

WHEREAS, after due and proper consideration, the City Council finds that amending the Zoning Ordinance as herein provided is in 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 ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

The following provisions of the Urbana Zoning Ordinance are hereby amended and as amended shall read as set forth in Ordinance Attachment A, which is attached hereto and incorporated herein by reference:

- A. Article VI, Development Regulations: Section VI-3, Lot Area and Width;

Section 2.

Upon approval of this Ordinance, the City Clerk is directed to record a certified copy of this Ordinance with the Champaign County Office of Recorder of Deeds. 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 _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

Ordinance Attachment A

Section VI-3. Lot Area and Width

- A. For new lots, minimum lot area and width requirements are set forth in Table VI-3. Exception: new lots for common-lot-line dwellings (see paragraph VI-3.D.3 below).
- B. For existing lots, there are no minimum lot area or width requirements.
- C. In the MOR District, the maximum area of a zoning lot shall be 8,500 square feet for the purpose of calculating the floor area ratio. The objective of this Section is to keep new structures compatible with the scale and density of existing development in the MOR District by preventing the use of one large parcel for the purpose of erecting a single large structure.
 - 1. For zoning lots which contain between 8,500 and 17,000 square feet, the amount of square feet in excess of 8,500 square feet may be used for parking, landscaping, open space or other uses in accordance with the site plan review procedure in Section XI-12.
 - 2. For zoning lots that exceed 17,000 square feet, the lot may contain two or more principal structures based on a ratio of one structure for each 8,500 square feet of area in the lot in accordance with this Section. However, to establish two principal structures on one lot, a conditional use permit must be approved by the Zoning Board of Appeals in accordance with the requirements of Section V-3.C and Section VII-2.
- D. Common-Lot-Line Dwelling Units
 - 1. Each lot which contains a common-lot-line dwelling unit shall be considered separately and independently from adjoining common-lot-line dwelling units for the purpose of calculating floor area ratio, open space ratio, front yards, and rear yards.
 - 2. Dwelling units on the end of a common-lot-line building shall have a single side yard as set forth in Table VI-3 and Section VI-5 of this Ordinance. No side yards shall be required for interior lots in a common-lot-line subdivision.
 - 3. Each new lot for a common-lot-line dwelling shall have no minimum lot area and a minimum street frontage of 20 feet.



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: The Urbana Plan Commission

FROM: Kevin Garcia, Principal Planner and Zoning Administrator

DATE: October 17, 2024

SUBJECT: **Plan Case 2493-T-24:** A request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate the additional lot width and area requirements for two-family dwellings in the R-2, Single-Family Residential, and R-3, Single- and Two-Family Residential zoning districts.

Supplemental Memorandum

At the September 19, 2024, Plan Commission hearing on the subject case, the Commission directed staff to look at the entirety of Section VI-3 of the Zoning Ordinance and to propose changes at an upcoming meeting. Staff have analyzed all of Section VI-3 and propose the following.

Proposed Changes & Discussion

For each change below, strikethrough and underline notation is used to indicate ~~removed~~ and added text; for ease of reading, staff have attached the original text as Exhibit E.

Proposed Change #1 – Simplify Paragraph VI-3.A to allow reuse of existing lots

Repeal Paragraph VI-3.A:

~~A. In the case of a lot in the AG or CRE District which was of public record before December 17, 1979, or in the case of a lot in the R-1 District which was of public record on or before December 21, 1970, or in the case of a lot in any other district which was of public record on or before November 6, 1950, if such lot has less area or width than herein required, that lot may be used for any of the uses permitted in that district, provided that all other requirements of this Ordinance, including yard, height, floor area ratio, open space ratio, and off street parking for the respective districts and uses are complied with. The uses, buildings, or structures on such a lot shall not be considered nonconforming due solely to the nonconformity of the lot.~~

Replace with:

- A. For new lots, minimum lot area and width requirements are set forth in Table VI-3. Exception: new lots for common-lot-line dwellings (see paragraph VI-3.D.3 below).
- B. For existing lots, there are no minimum lot area or width requirements.

Discussion

Paragraph VI-3.A is unnecessarily complicated and can be simplified to distinguish between newly-created lots and existing lots. The current language, which has been in place since the December 17, 1979 edition of the Zoning Ordinance, uses different dates as a threshold to allow non-conforming lots to be re-used:

AG and CRE: December 17, 1979 – The date that the CRE District was created, effectively separating the existing AG District into two: AG and CRE.

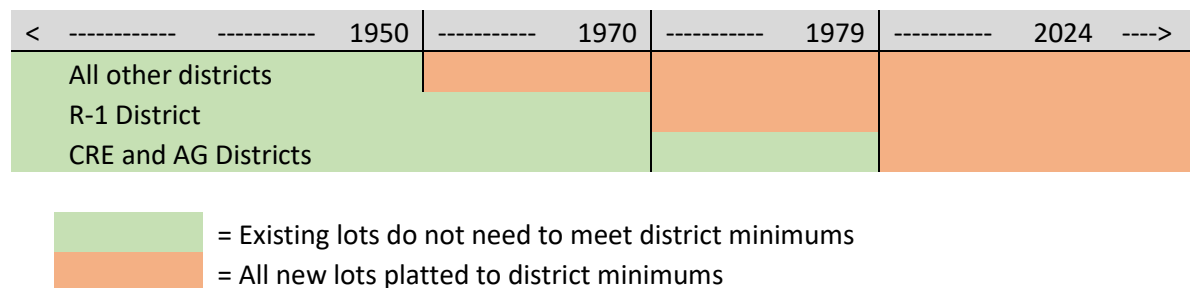
R-1 District: December 21, 1970 – The date that more detailed regulations in the R-1 District were adopted.

All Other Districts: November 6, 1950 – The date that the 1950 Zoning Ordinance was adopted.

While it may have had some use at the time, after 45 years, the utility of setting specific cutoff dates for non-conforming lots has outlived its usefulness. When broken down, Paragraph VI-3.A essentially states that:

If a lot was created before a certain date, it does not need to meet the minimum area and width requirements; if it was created after a certain date, it needs to meet minimum area and width requirements.

Visually, the intent of Paragraph VI-3.A can be seen here:



Staff find that it is unnecessary after 45 years to adhere to specific cutoff dates at all. Any lot that has been created in the past 45 years would have had to meet the minimum lot standards in place at the time, so any lot existing now will either be a) a lot that existed prior to the cutoff dates, or b) platted after the cutoff date (and thus met the minimum standards when it was created).

The regulations can be simplified to state that when a lot is created, it must meet certain area and width standards, and that if a lot exists, there are no minimum standards. Staff’s proposal to repeal Paragraph VI-3.A with the simplified A and B paragraphs above does that.

This change would also add an exception for new common-lot-line dwellings, as discussed below in *Proposed Change #4*.

Proposed Change #2 – repeal additional lot area and width requirements for duplexes in R-2 and R-3 Districts (unchanged from previous memo)

Repeal Paragraphs VI-3.B and C:

- ~~B. In the R-2 and R-3 Districts, any lot platted and recorded after December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 9,000 square feet, and have an average width of not less than 80 feet. A lot platted and recorded before December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 6,000 square feet, and have an average width of not less than 60 feet.~~
- ~~C. Except as noted above, a lot in the R-2 or R-3 District whose area or width is less than herein required, and which was of public record at the time of the passage of the Urbana Zoning Ordinance, shall be used only for single-family dwelling purposes, or for any of the non-dwelling uses permitted in that district.~~

Discussion

The reasons to repeal these paragraphs are detailed in the staff memo dated September 19, 2024.

Proposed Change #3 – Minor Adjustments to MOR District paragraph

Reformat, renumber, and make minor changes to Section VI-3.D:

- C. In the MOR District, the maximum area of a zoning lot shall be 8,500 square feet for the purpose of calculating the floor area ratio. The objective of this Section is to keep new structures compatible with the scale and density of existing development in the MOR District by preventing the use of one large parcel for the purpose of erecting a single large structure.
1. ~~In the case of For~~ zoning lots which contain between 8,500 and 17,000 square feet, the amount of square feet in excess of 8,500 square feet may be used for parking, landscaping, open space or other uses in accordance with the site plan review procedure in Section XI-12.
 2. ~~In the case of For~~ zoning lots that exceed 17,000 square feet, the lot may contain two or more principal structures based on a ratio of one structure for each 8,500 square feet of area in the lot in accordance with this Section. However, ~~in order~~ to establish two principal structures on one lot, a conditional use permit must be approved by the Zoning Board of Appeals in accordance with the requirements of Section V-3.C and Section VII-2.¹

Discussion

This change would take the existing paragraph and split it into three parts to make it more legible, and clean up the language slightly. Staff find that these regulations have generally worked as intended, i.e., they have kept new structures compatible with the scale and density of existing development in the MOR District, and have prevented lots from being combined to create one large structure.

¹ (Ord. No. 8283-52, § 1, 3-7-83; Ord. No. 8687-15, § 1,2, 8-4-86; Ord. No. 8990-65, § 5, 1-16-90; Ord. No. 9091-59, § 9, 11-19-90)

Proposed Change #4 – Simplify minimum lot dimensions for common-lot-line dwellings

D. Common-Lot-Line Dwelling Units

1. Each lot which contains a common-lot-line dwelling unit shall be considered separately and independently from adjoining common-lot-line dwelling units for the purpose of calculating floor area ratio, open space ratio, front yards, and rear yards.
2. ~~The standards for minimum lot area and lot width for common lot line dwelling units shall be as follows:~~
 - a) ~~For a common lot line building which contains three or more dwelling units: Each lot shall have a minimum lot area of 2,000 square feet and a minimum street frontage of 20 feet.~~
 - b) ~~For lots that are zoned R-2 or R-3 and were originally platted before December 21, 1970, of which a resubdivision is proposed for a two-unit common lot line dwelling: Each lot shall have a minimum lot area of 3,000 square feet and a minimum street frontage of 30 feet.~~
 - c) ~~For lots that are zoned R-2 or R-3 and were originally platted after December 21, 1970, of which a resubdivision is proposed for a two-unit common lot line dwelling: Each lot shall have a minimum lot area of 4,500 square feet and a minimum street frontage of 40 feet.~~
 - d) ~~For lots that are zoned R-4, R-5, R-6, R-6B, B-2 or MOR, on which a resubdivision is proposed for a two-unit common lot line dwelling: Each lot shall have a minimum lot area of 3,000 square feet and a minimum street frontage of 30 feet.~~
2. ~~For the purpose of calculating side yards, a dDwelling units~~ on the end of a common-lot-line building shall have a single side yard ~~which conforms to the standards for side yards for the zoning district in which the building is located~~ as set forth in Table VI-3 and Section VI-5 of this Ordinance. No side yards shall be required for interior lots in a common-lot-line subdivision.²
3. Each new lot for a common-lot-line dwelling shall have no minimum lot area and a minimum street frontage of 20 feet

Discussion

This change would remove the additional lot area and width requirements for common-lot-line dwellings, which are essentially the same as the current additional requirements for duplexes. The reasons mirror those in the staff memo dated September 19, 2024 to remove similar additional requirements for duplexes. They can be summarized as follows: if a use is allowed in a district according to the Table of Uses, and can meet all of the development regulations in that district, it should not be subject to additional, arbitrary constraints on lot area and width.

This change would also establish a minimum lot width of 20 feet for each common-lot-line dwelling, and would state that no minimum area is required. Without stating both of these things explicitly, common-lot-line units would be subject to the dimensions set forth in Table VI-3. Furthermore,

² (Ord. No. 9293-109, § V-9, 5-17-93)

stating that no minimum lot area is required for common-lot-line dwellings would allow smaller existing lots to be subdivided for common-lot-line dwellings. This would mirror the intent of the other proposed changes, which is to allow duplexes (and all other allowed uses) on existing lots.

Additional Discussion

At the Plan Commission hearing on September 19, 2024, the Commission asked staff to ensure that any of the proposed changes would not create unintended consequences elsewhere in the Zoning Ordinance. Staff have checked each of the proposed changes and have found no indication that the changes would adversely affect any other part of the ordinance.

Staff Recommendation

Staff recommends that the Plan Commission recommend **approval** of the proposed text amendment, as revised with the changes above, to City Council.

Attachments: Exhibit E – Section VI-3 (Clean Copy of Existing Regulations)
Exhibit F – Proposed Changes
Exhibit G – Section VI-3 (Clean Copy of Proposed Regulations)

EXHIBIT E – SECTION VI-3 (CLEAN COPY OF EXISTING REGULATIONS)

Section VI-3. Lot Area and Width

- A. In the case of a lot in the AG or CRE District which was of public record before December 17, 1979, or in the case of a lot in the R-1 District which was of public record on or before December 21, 1970, or in the case of a lot in any other district which was of public record on or before November 6, 1950, if such lot has less area or width than herein required, that lot may be used for any of the uses permitted in that district, provided that all other requirements of this Ordinance, including yard, height, floor area ratio, open space ratio, and off-street parking for the respective districts and uses are complied with. The uses, buildings, or structures on such a lot shall not be considered nonconforming due solely to the nonconformity of the lot
- B. In the R-2 and R-3 Districts, any lot platted and recorded after December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 9,000 square feet, and have an average width of not less than 80 feet. A lot platted and recorded before December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 6,000 square feet, and have an average width of not less than 60 feet.
- C. Except as noted above, a lot in the R-2 or R-3 District whose area or width is less than herein required, and which was of public record at the time of the passage of the Urbana Zoning Ordinance, shall be used only for single-family dwelling purposes, or for any of the non-dwelling uses permitted in that district.
- D. In the MOR District, the maximum area of a zoning lot shall be 8,500 square feet for the purpose of calculating the floor area ratio. The objective of this Section is to keep new structures compatible with the scale and density of existing development in the MOR District by preventing the use of one large parcel for the purpose of erecting a single large structure. In the case of zoning lots which contain between 8,500 and 17,000 square feet, the amount of square feet in excess of 8,500 square feet may be used for parking, landscaping, open space or other uses in accordance with the site plan review procedure in Section XI-12. In the case of zoning lots that exceed 17,000 square feet, the lot may contain two or more principal structures based on a ratio of one structure for each 8,500 square feet of area in the lot in accordance with this Section. However, in order to establish two principal structures on one lot, a conditional use permit must be approved by the Zoning Board of Appeals in accord with the requirements of Section V-3.C and Section VII-2.³
- E. Common-Lot-Line Dwelling Units
 1. Each lot which contains a common-lot-line dwelling unit shall be considered separately and independently from adjoining common-lot-line dwelling units for the purpose of calculating floor area ratio, open space ratio, front yards, and rear yards.
 2. The standards for minimum lot area and lot width for common-lot-line dwelling units shall be as follows:
 - a) For a common-lot-line building which contains three or more dwelling units: Each lot shall have a minimum lot area of 2,000 square feet and a minimum street frontage of 20 feet.
 - b) For lots that are zoned R-2 or R-3 and were originally platted before December 21, 1970, of which a resubdivision is proposed for a two-unit common-lot-line dwelling: Each lot shall have a minimum lot area of 3,000 square feet and a minimum street frontage of 30 feet.

³ (Ord. No. 8283-52, § 1, 3-7-83; Ord. No. 8687-15, § 1,2, 8-4-86; Ord. No. 8990-65, § 5, 1-16-90; Ord. No. 9091-59, § 9, 11-19-90)

- c) For lots that are zoned R-2 or R-3 and were originally platted after December 21, 1970, of which a resubdivision is proposed for a two-unit common-lot-line dwelling: Each lot shall have a minimum lot area of 4,500 square feet and a minimum street frontage of 40 feet.
 - d) For lots that are zoned R-4, R-5, R-6, R-6B, B-2 or MOR, on which a resubdivision is proposed for a two-unit common-lot-line dwelling: Each lot shall have a minimum lot area of 3,000 square feet and a minimum street frontage of 30 feet.
3. For the purpose of calculating side yards, a dwelling unit on the end of a common-lot-line building shall have a single side yard which conforms to the standards for side yards for the zoning district in which the building is located as set forth in Table VI-3 and Section VI-5 of this Ordinance. No side yards shall be required for interior lots in a common-lot-line subdivision.⁴

⁴ (Ord. No. 9293-109, § V-9, 5-17-93)

EXHIBIT F – PROPOSED CHANGES

Table V-1 Notes

*** See Section VI-3 for lot area and width regulations for duplex and common-lot-line dwelling units

Section VI-3. Lot Area and Width

- A. ~~In the case of a lot in the AG or CRE District which was of public record before December 17, 1979, or in the case of a lot in the R-1 District which was of public record on or before December 21, 1970, or in the case of a lot in any other district which was of public record on or before November 6, 1950, if such lot has less area or width than herein required, that lot may be used for any of the uses permitted in that district, provided that all other requirements of this Ordinance, including yard, height, floor area ratio, open space ratio, and off-street parking for the respective districts and uses are complied with. The uses, buildings, or structures on such a lot shall not be considered nonconforming due solely to the nonconformity of the lot.~~
- A. For new lots, minimum lot area and width requirements are set forth in Table VI-3. Exception: new lots for common-lot-line dwellings (see paragraph VI-3.D.3 below).
- B. For existing lots, there are no minimum lot area or width requirements.
- B. ~~In the R-2 and R-3 Districts, any lot platted and recorded after December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 9,000 square feet, and have an average width of not less than 80 feet. A lot platted and recorded before December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 6,000 square feet, and have an average width of not less than 60 feet.~~
- C. ~~Except as noted above, a lot in the R-2 or R-3 District whose area or width is less than herein required, and which was of public record at the time of the passage of the Urbana Zoning Ordinance, shall be used only for single-family dwelling purposes, or for any of the non-dwelling uses permitted in that district.~~
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 3. Each new lot for a common-lot-line dwelling shall have no minimum lot area and a minimum street frontage of 20 feet.

Table VI-3. Development Regulations by District

Zoning District	Minimum Lot Size (square feet)	Minimum Lot Width (feet)	Maximum Height of Principal Structure (feet)	Maximum Floor Area Ratio	Minimum Open Space Ratio	Required Yards (feet) ¹		
						Front	Side	Rear
R-2	6,000 ¹³	60 ¹³	35 ¹⁷	0.40	0.40	15 ⁹	5	10
R-3	6,000 ¹³	60 ¹³	35 ¹⁷	0.40	0.40	15 ⁹	5	10

Footnotes

Note: In addition to the footnotes below, please refer to Article V for use regulations, Article VII for conditional and special use procedures, Article VIII for parking regulations, Article IX for sign regulations, Article XII for historic preservation regulations, and Article XIII for special development provisions.

...

13. ~~In the R-2 and R-3 Districts, any lot platted and recorded after December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 9,000 square feet, and have an average width of not less than 80 feet. A lot platted and recorded before December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 6,000 square feet, and have an average width of not less than 60 feet.~~

...

EXHIBIT G – SECTION VI-3 (CLEAN COPY OF PROPOSED REGULATIONS)

Section VI-3. Lot Area and Width

- A. For new lots, minimum lot area and width requirements are set forth in Table VI-3. Exception: new lots for common-lot-line dwellings (see paragraph VI-3.D.3 below).
- B. For existing lots, there are no minimum lot area or width requirements.
- C. In the MOR District, the maximum area of a zoning lot shall be 8,500 square feet for the purpose of calculating the floor area ratio. The objective of this Section is to keep new structures compatible with the scale and density of existing development in the MOR District by preventing the use of one large parcel for the purpose of erecting a single large structure.
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 - 2. Dwelling units on the end of a common-lot-line building shall have a single side yard as set forth in Table VI-3 and Section VI-5 of this Ordinance. No side yards shall be required for interior lots in a common-lot-line subdivision.
 - 3. Each new lot for a common-lot-line dwelling shall have no minimum lot area and a minimum street frontage of 20 feet.



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: The Urbana Plan Commission

FROM: Kevin Garcia, Principal Planner and Zoning Administrator

DATE: September 12, 2024

SUBJECT: **Plan Case 2493-T-24:** A request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate the additional lot width and area requirements for two-family dwellings in the R-2, Single-Family Residential, and R-3, Single- and Two-Family Residential zoning districts.

Introduction

David Huber proposes a text amendment to eliminate the additional requirements for additional lot area and width for two-family (duplex) dwellings in the R-2, Single-Family, and R-3, Single- and Two-Family Residential zoning districts. The Zoning Ordinance currently requires duplexes to be on larger, wider lots than single homes. The proposal would eliminate those additional requirements, and would allow duplexes on any lot as long as all other development regulations are met (standard minimum lot size, standard minimum lot width, floor-area ratio, open space ratio, parking, minimum yards).

The proposal would amend Article VI – Development Regulations of the Zoning Ordinance.

The intent of the proposed changes is to allow duplexes in two districts the descriptions for which state that duplexes should be allowed, but where additional size requirements make it difficult to build duplexes without additional zoning approvals (i.e., variances).

The Plan Commission is asked to review the proposed Zoning Ordinance text amendment and make a recommendation for City Council to adopt or deny the proposed changes. Staff recommends that the Plan Commission recommend approval of the proposed changes as presented.

Background and Discussion

Paragraph VI-3.B of the Zoning Ordinance states:

In the R-2 and R-3 Districts, any lot platted and recorded after December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 9,000 square feet, and have an average width of not less than 80 feet. A lot platted and recorded before December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 6,000 square feet, and have an average width of not less than 60 feet.

Since many lots platted before 1970 are less than 6,000 square feet (ft²) and/or 60 feet wide, and an even greater percentage of lots platted after 1970 are less than 9,000 ft² and/or 80 feet wide, the current regulations severely limit where duplexes can be built (see Table 1 below).

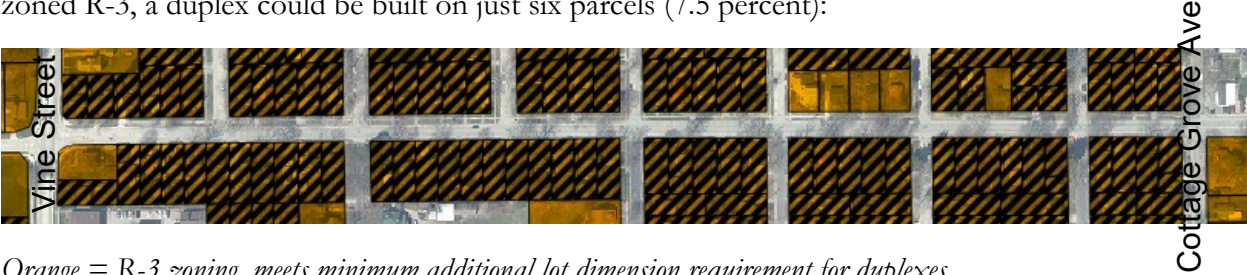
District	Total Parcels	Width Less Than Currently Required	Area Less Than Currently Required	Width and/or Area Less Than Currently Required
R-2	3,558	1,622 (46%)	1,163 (33%)	1,815 (51%)
R-3	3,717	1,280 (34%)	559 (15%)	1,408 (38%)

Table 1 – R-2 and R-3 parcels, vis-à-vis additional duplex requirements

Plat Date	Total Parcels	Width Less Than Currently Required	Area Less Than Currently Required	Width and/or Area Less Than Currently Required
Pre-1970	5,094	1,848 (36%)	659 (13%)	1,987 (39%)
Post-1970	2,181	1,054 (48%)	1,063 (49%)	1,236 (57%)

Table 2 – R-2 and R-3 parcels (combined), by plat date, vis-à-vis additional duplex requirements

Furthermore, the distribution of lots that do not meet the minimum standards is uneven. There are entire blocks in some – mostly older – neighborhoods where a duplex cannot practically be built, despite duplexes being allowed “by right”. A good example of this is in Historic East Urbana, along East Washington Street between Vine Street and Cottage Grove Avenue. Out of 80 parcels that are zoned R-3, a duplex could be built on just six parcels (7.5 percent):



Orange = R-3 zoning, meets minimum additional lot dimension requirement for duplexes
 Orange + black hatching = R-3 zoning, does not meet minimum additional lot dimension requirement for duplexes

Exhibit C contains a map inventory of all R-2 and R-3 zoning districts in Urbana, and highlights the uneven distribution of lots that do not meet the current minimum standards; for example, the map of “Southeast Urbana” contains a relatively low percentage of parcels that do not meet the minimum standards, whereas the maps for “East Urbana” and “Myra Ridge/South Ridge” contain a higher percentage of such lots.

Duplexes require a conditional use permit in the R-2 district. If the proposed text amendment is approved, that requirement would not change; there would simply be more R-2-zoned parcels available whose owners could pursue a conditional use permit to build a duplex. As Table 1 above shows, that option would be made newly available to more than half of all owners of R-2-zoned parcels if the proposed amendment is approved.

Duplexes are allowed “by right” in the R-3 district. However, as Table 1 above shows, 38 percent of parcels that are zoned R-3 – nearly four out of every ten – do not meet the minimum lot dimensions.

At present, the only way to build a duplex in the R-2 or R-3 district on a lot that is smaller than required by paragraph VI-3.B is to apply for and be granted a variance, which is seldom done. In the past 20 years, such variances have been sought just three times; two were granted, while the other, which was part of a large, complicated series of zoning requests, was denied.

There is little practical reason to impose larger lot requirements for duplexes, if all other development regulations – standard minimum lot size, standard minimum lot width, floor-area, open space, parking,

yards – can be met. Below, the applicant offers compelling arguments for removing these additional requirements (see Application Responses).

Application Responses

Zoning Ordinance text amendments are typically staff-initiated. In this case, with the text amendment having been submitted by a member of the public, staff feel it is important to include the questions posed on the application and the applicant's responses to those questions.

Note: for each of the following sections, the "Applicant Response" is quote verbatim from the application.

1. *What error in the existing ordinance would be corrected by the Proposed Amendment?*

Applicant Response:

The lot area/width requirement for two-family dwellings disqualifies a large number of parcels within the R-3 district from constructing duplexes and thereby acts as a limit. The intent of the R-3 zoning district is to allow one- and two-family dwellings without qualification, whereas the intent of the R-2 zoning district is to "provide for a limited proportion of two-family dwellings."

"The R-2 Single-Family Residential District is intended to provide areas for single-family detached dwellings at a low density, on lots smaller than the minimum for the R-1 District. The R-2 District is also intended to provide for a limited proportion of two-family dwellings."

"The R-3 Single-Family and Two-Family Residential District is intended to provide areas for low-density residential development, including single-family attached and detached dwellings and two-family dwellings."

The current lot area/width requirement severely diminishes the specificity of the R-3 district relative to the R-2 district. Since these two zoning districts have identical development regulations (lot area, lot width, FAR, max height, etc), their difference should lie in the uses they allow and the proportion of uses, as the purpose statements reflect. Otherwise, why have two distinct zoning districts?

The proposed amendment intends to more clearly articulate the different zoning districts, in line with their purpose statements. The effect of eliminating the lot area/width requirements for two-family dwellings in both districts would be:

- R-2: two-family dwellings require a conditional use permit on any lot (satisfying the "limited proportion" and preserving the discretionary review of the Zoning Board of Appeals)
- R-3: two-family dwellings allowed by right on any lot

2. *What changed or changing conditions warrant the approval of this amendment?*

Applicant Response:

Urbana needs more housing and more types of housing. In light of decreasing household sizes and increasing unaffordability, eliminating barriers to constructing smaller housing units at lower price points is imperative. There is also growing recognition that many of today's zoning restrictions often have a prejudiced past. In 2021 the White House acknowledged the link between minimum lot size requirements and exclusionary zoning: <https://www.whitehouse.gov/cea/written-materials/2021/06/17/exclusionary-zoning-its-effect-on-racial-discrimination-in-the-housing-market/> (attached as Exhibit D)

3. *What other circumstances justify the zoning amendment?*

Applicant Response:

First and foremost, the area/width requirement is arbitrary insofar as it is possible to construct a two-family dwelling on what is considered by the ordinance a substandard lot and still meet all other requirements of the zoning ordinance. If a lot area and/or width makes constructing a two-family dwelling impractical, a two-family dwelling will not be constructed. The zoning ordinance does not need to regulate it.

Furthermore:

- Land use efficiency: A 5,999 sq ft lot in the R-3 district is allowed 2,400 sq ft of floor area (FAR = .40). However, a single-family dwelling of that size is not economically feasible, nor is it desirable. Most new homes constructed in Urbana's outerlying subdivisions in recent years are well below 2,400 square feet. By imposing a lot area/width requirement for two-family dwellings the zoning ordinance is contributing to underutilization of land and thereby tax revenue.

- Housing diversity: By allowing a second unit, underutilized floor area is put to use in potentially creative ways that fulfill the needs of underserved segments of the housing market. Especially on smaller lots, the Floor Area constraint could produce, for instance, a 1,200 sq ft dwelling unit and a second one-bedroom unit that is 600-800 sq ft in size. The single family dwelling market does not by and large provide for houses below a certain size threshold and the current area/size requirement serves to reinforce this dynamic.

- More housing where more housing is needed, not where lot width/area is sufficient: at present, the area/width requirement attracts development to specific parcels meeting those criteria rather than to parcels that have other more valuable characteristics, such as proximity to public transportation, public amenities, and places of work.

- Remaining competitive as a city: Similar area/width requirements do not exist in many other cities, including Champaign's R-2 district. The current restrictions disincentivize development.

Proposed Changes

The proposed changes would remove the following two paragraphs from the Zoning Ordinance that impose additional area and width requirements for duplexes in the R-2 and R-3 districts:

Section VI-3. Lot Area and Width

...*[Paragraphs to be removed]*...

B. In the R-2 and R-3 Districts, any lot platted and recorded after December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 9,000 square feet, and have an average width of not less than 80 feet. A lot platted and recorded before December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 6,000 square feet, and have an average width of not less than 60 feet.

C. Except as noted above, a lot in the R-2 or R-3 District whose area or width is less than herein required, and which was of public record at the time of the passage of the Urbana

Zoning Ordinance, shall be used only for single-family dwelling purposes, or for any of the non-dwelling uses permitted in that district.

...

Paragraph VI-3.B establishes minimum lot dimensions for duplexes in the R-2 and R-3 districts. Paragraph VI-3.C effectively states that duplexes cannot be established on lots smaller than the requirements established in paragraph VI-3.B.

Table VI-3. Development Regulations by District

Table VI-3 would be modified by removing Footnote 13:

In the R-2 and R-3 Districts, any lot platted and recorded after December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 9,000 square feet, and have an average width of not less than 80 feet. A lot platted and recorded before December 21, 1970, on which there is proposed to be erected or established a duplex, shall contain an area of not less than 6,000 square feet, and have an average width of not less than 60 feet.

Comprehensive Plan

On page one of the Comprehensive, “The Vision” states, in part, that, “*Appropriately designed infill development will be encouraged to help revitalize the built urban environment.*” The proposed text amendment would encourage appropriately designed infill development by making more lots available for duplexes, which are appropriate in the R-2 and R-3 districts, per their definitions. The text amendment would also help meet the following goals and objectives of the Comprehensive Plan:

Goal 1.0 Preserve and enhance the character of Urbana’s established residential neighborhoods.

Goal 2.0 New development in an established neighborhood will be compatible with the overall urban design and fabric of that neighborhood.

Obj. 2.1 Ensure that the site design for new development in established neighborhoods is compatible with the built fabric of that neighborhood.

Goal 4.0 Promote a balanced and compatible mix of land uses that will help create long-term, viable neighborhoods.

Obj. 4.1 Encourage a variety of land uses to meet the needs of a diverse community.

Obj. 4.3 Encourage development patterns that offer the efficiencies of density and a mix of uses.

Goal 18.0 Promote infill development.

Goal 19.0 Provide a strong housing supply to meet the needs of a diverse and growing community.

Obj. 19.2 Encourage residential developments that offer a variety of housing types, prices and designs.

Summary of Findings

1. The proposed amendment would modify Article VI – Development Regulations, by removing paragraph VI-3.B, which establishes additional minimum lot dimensions for duplexes in the R-2 and R-3 districts.
2. The proposed amendment would modify Article VI – Development Regulations, by removing paragraph VI-3.C, which effectively bans duplexes on lots that do not meet the minimum dimensions in paragraph VI-3.B.
3. The proposed amendment would modify Table VI-3, by removing Footnote 13.
4. The proposed amendment would be consistent with the goals and objectives of the 2005 Urbana Comprehensive Plan to preserve and enhance the character of established residential neighborhoods, preserve the characteristics that make Urbana unique, and ensure that new land uses are compatible with and enhance the existing community.
5. The proposed amendment conforms to the notification and other requirements for Zoning Ordinances as required by the State Zoning Act (65 ILCS 5/11-13-14).

Options

The Plan Commission has the following options in Plan Case 2493-T-24:

1. Forward the case to City Council with a recommendation to approve the text amendment as presented herein; or
2. Forward the case to City Council with a recommendation to approve the text amendment as modified by specific suggested changes; or
3. Forward the case to City Council with a recommendation of denial of the text amendment.

Staff Recommendation

Staff recommends that the Plan Commission recommend **approval** of the proposed text amendment to City Council.

Attachments: Exhibit A – Proposed Changes
 Exhibit B – Application
 Exhibit C – Maps
 Exhibit D – *Exclusionary Zoning: Its Effect on Racial Discrimination in the Housing Market*

MINUTES OF A REGULAR MEETING**URBANA PLAN COMMISSION****DRAFT****DATE:** October 17, 2024**TIME:** 7:00 P.M.**PLACE:** Council Chambers, City Hall, 400 South Vine Street, Urbana, Illinois**MEMBERS ATTENDING:** Dustin Allred, Lew Hopkins, Bill Rose, Karen Simms, Chenxi Yu**MEMBERS EXCUSED:** Will Andresen, Andrew Fell, Debarah McFarland**STAFF PRESENT:** Kevin Garcia, Principal Planner; Will Kolschowsky, Senior Management Analyst; Carol Mitten, City Administrator; Marcus Ricci, Planner II; Andrea Ruedi, Senior Advisor for Integrated Strategy Development**OTHERS PRESENT:** Annie F. Adams, Susan Burgstrom, Cole Filges, David Huber, Audrey Ishii, Rita Morocoima-Black, Anna Syi, Alec Thomas**A. CALL TO ORDER and ROLL CALL**

Chair Allred called the meeting to order at 7:03 p.m. Roll call was taken, and there was a quorum of the members present.

B. COMMUNICATIONS

- ❖ Email from Liz Cardman regarding Plan Case No. 2493-T-24 dated October 2, 2024
- ❖ Long Range Transportation Plan (LRTP) 2050
- ❖ *Imagine Urbana* – Community Feedback Draft dated August 15, 2024
- ❖ *Imagine Urbana* – Plan Commission Study Session Agenda dated October 17, 2024

C. CONTINUED PUBLIC HEARINGS

Plan Case No. 2493-T-24 – A request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate lot width and area requirements for two-family dwellings in the R-2 (Single-Family Residential) and R-3 (Single- and Two-Family Residential) Zoning Districts.

Chair Allred re-opened the public hearing for Plan Case No. 2493-T-24. Kevin Garcia, Principal Planner, presented the updated staff report to the Plan Commission. He reviewed the following proposed changes to Section VI-3 of the Zoning Ordinance:

1. *Proposed Change #1* – Simplify Paragraph VI-3.A to allow reuse of existing lots. Repeal the existing Paragraph VI-3.A and replace with the following language:

- A. For new lots, minimum lot area and width requirements are set forth in Table VI-3. Exception: new lots for common-lot-line dwelling (see paragraph VI-3.D.3 below).
- B. For existing lots, there are no minimum lot area or width requirements.
2. *Proposed Change #2* – Repeal additional lot area and width requirements for duplexes in R-2 and R-3 Districts in Paragraphs VI-3.B and C. This is unchanged from the previous memo.
3. *Proposed Change #3* – Minor Adjustments to MOR District. Reformat, renumber and make minor changes to Section VI-3.D by separating the paragraph into a paragraph with a couple of subparagraphs to make it easier to follow and also making some minor language tweaks.
4. *Proposed Change #4* – Simplify minimum lot dimensions for common-lot-line dwellings. Basically, making the same changes as for duplexes by getting rid of the additional lot width and area requirements for common-lot-line dwellings but explicitly stating that they would have no minimum lot area if a new dwelling is being constructed AND also giving a minimum street frontage of 20 feet.

Mr. Garcia clarified that these changes would not create consequences in other areas of the Zoning Ordinance. He stated that City staff recommends approval of Plan Case No. 2493-T-24 with the proposed changes as stated.

Chair Allred asked if any members of the Plan Commission had questions for staff.

Mr. Hopkins asked if a common-lot-line building would require a new lot. Mr. Garcia said almost certainly.

Mr. Hopkins asked if a new lot has to be 60 feet unless it is a common-lot-line building, correct? Mr. Garcia said that is correct, which is why he added an exception to the language for common-lot-line lots.

Mr. Hopkins asked if only semi-detached/two unit common-lot-line dwellings are permitted in R-2 and R-3 Districts. Multi common-lot-line dwellings are only permitted in the R-4 District. Mr. Garcia said yes. Mr. Hopkins stated this implies that a person could build two common-lot-line units on 40 feet. Mr. Garcia replied that is what it means. They would also require five-foot-side yards.

Mr. Hopkins asked if a common-lot-line unit is a dwelling unit or a permitted zoning use unit. Would a person be able to build a duplex on a 20-foot lot? Mr. Garcia said he needed to research an answer.

Chair Allred stated that the language in Section VI-3.D seems to contradict the language in Table VI-3. Mr. Garcia explained that the intent is to direct people to Table VI-3 for everything except common-lot-line dwelling units.

With there being no further questions for City staff, Chair Allred re-opened the public hearing for Plan Commission discussion and/or motion(s).

Mr. Hopkins credited City staff for simplifying the language. He then read the definition of “common-lot-line dwelling unit”. He said it specifies that they are dwelling units, so they cannot be duplexes. He said that his understanding is that in R-2 and R-3 Districts, we can only have semi-detached common-lot-line dwellings, and in R-4 and higher zoned districts, we can have multi-unit common-lot-line dwelling units. Separate approval is required, which presumably is either exactly or

analogous to subdivision approval. Mr. Garcia stated that is correct. It would be a minor subdivision for five lots or fewer, and a major subdivision for more than five lots.

Chair Allred asked if it would be realistic to have three common-lot-line units where the interior unit would not have any yard requirements and could have a width of 20 feet. Mr. Rose said yes.

Chair Allred asked if there is any concern about there not being any depth requirement to the lot. Mr. Hopkins stated that unless there were closely spaced streets, you are not going to have a small depth because of the frontage. Mr. Hopkins stated that he feels the language is good. He felt the language deals with the question of ownership and rental potentially. It creates the option for a different kind of development, which is useful to our mix in Urbana.

Mr. Rose moved that the Plan Commission forward Case No. 2493-T-24 to the City Council with a recommendation for approval including the proposed changes presented at this meeting. Ms. Simms seconded the motion. Roll call on the motion was as follows:

Mr. Hopkins	-	Yes	Mr. Rose	-	Yes
Ms. Simms	-	Yes	Ms. Yu	-	Yes
Mr. Allred	-	Yes			

The motion passed by unanimous vote. Mr. Garcia stated that this case would be forwarded to Committee of the Whole on Monday, November 4, 2024.

MINUTES OF A REGULAR MEETING**URBANA PLAN COMMISSION****DRAFT****DATE:** September 19, 2024**TIME:** 7:00 P.M.**PLACE:** Council Chambers, City Hall, 400 South Vine Street, Urbana, Illinois**MEMBERS ATTENDING:** Dustin Allred, Andrew Fell, Lew Hopkins, Debarah McFarland, Bill Rose, Karen Simms, Chenxi Yu**MEMBERS EXCUSED:** Will Andresen**STAFF PRESENT:** Breaden Belcher, Grants Management Manager; Kevin Garcia, Principal Planner; Carol Mitten, City Administrator; Hillary Ortiz, CD Executive Assistant; Andrea Ruedi, Senior Advisor for Integrated Strategy Development**OTHERS PRESENT:** David Huber**A. CALL TO ORDER and ROLL CALL**

Chair Allred called the meeting to order at 7:01 p.m. Roll call was taken, and there was a quorum of the members present.

B. CHANGES TO THE AGENDA

There were none.

C. APPROVAL OF MINUTES OF PREVIOUS MEETING

The minutes of the September 5, 2024 regular meetings were presented for approval. Mr. Rose moved that the Plan Commission approve the minutes as written. Ms. Simms seconded the motion. The minutes were approved as written by unanimous voice vote.

D. COMMUNICATIONS

- ❖ Emails received in support of Plan Case No. 2493-T-24:
 - Phil Fiscella dated Monday, September 16, 2024
 - Matthew Macomber dated Wednesday, September 18, 2024
 - Adani Sanchez dated Wednesday, September 18, 2024
 - Cameron Raab dated Wednesday, September 18, 2024
- ❖ Emails received in opposition of Plan Case No. 2493-T-24:
 - Esther Patt dated Wednesday, September 18, 2024
 - Liz Cardman dated Wednesday, September 18, 2024
- ❖ *Imagine Urbana* - Urbana Plan Commission Future Discussion Topics

E. CONTINUED PUBLIC HEARINGS

There were none.

F. OLD BUSINESS

There was none.

G. NEW PUBLIC HEARINGS

Plan Case No. 2493-T-24 – A request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate lot width and area requirements for two-family dwellings in the R-2 (Single-Family Residential) and R-3 (Single- and Two-Family Residential) Zoning Districts.

Chair Allred opened the public hearing for Plan Case No. 2493-T-24. Kevin Garcia, Principal Planner, presented the staff report to the Plan Commission. He began by stating the purpose for the proposed text amendment. He gave a brief history on existing duplexes in the R-2 and R-3 Zoning Districts. He showed the maps in Exhibit C from the written staff report, which shows where duplexes in the City meets and does not meet the additional minimum lot dimensions in the R-2 and R-3 Districts. He reviewed the applicant's responses to questions in the text amendment application. He reviewed the proposed changes to Section VI-3. Lot Area and Width and to Table VI-3. Development Regulations by District. He explained how the proposed text amendment would relate to the goals and objectives of the 2005 Comprehensive Plan. He read the options for the Plan Commission and presented staff's recommendation for approval. He stated that the applicant was in the audience and could answer questions.

Chair Allred asked if any members of the Plan Commission had questions for staff.

Mr. Hopkins read Section VI-3. A. Lot Area and Width of the Urbana Zoning Ordinance out loud. He said that what this means (but not what it says) is that if we have a building and a use in place on a lot that does not meet the requirements for R-2 or R-3 and if the lot was platted before 1950, then it is not considered a non-conforming use. He said that he did not think it is intended to mean what it appears to say until the last sentence suggests otherwise that one could change the use. If you interpret this one way, then we do not need the text amendment because the Zoning Ordinance already says that one can change the use on lots platted before 1950. However, he did not believe that it means what the Zoning Ordinance says. Mr. Garcia replied that he thinks it means what it says but that what it says is not exceedingly clear. The language about "otherwise herein" means if there are any exceptions somewhere else, then that trumps the rule, so the exceptions for duplexes in R-2 and R-3 districts are spelled out in Paragraph B.

Mr. Hopkins stated that he is trying to figure out where we end up if they approve the proposed text amendment. If they remove these other two, this applies to changes of use or building on lots pre-1950 without meeting the width and size requirements of the Zoning Ordinance, which is a minimum of 6,000 feet, and have an average width no less than 60 feet. So, no lot if it is less than 6,000 square feet, even if they approve the proposed text amendment, could actually be changed to a duplex because that would be a use change, which would have to meet the Zoning Ordinance requirements. Mr. Garcia said that is not correct. Paragraph A is acknowledging that in Historic West or Historic East Urbana there are many lots that do not conform to the City's current area and

width standards. It is saying that you can still use those for any use that is allowed in that district, even if it is a substandard lot size. Most of the existing areas with substandard lots reflects when they were platted. Mr. Hopkins stated that by deleting Paragraphs B and C, we would be deleting the requirements for a 6,000-square foot lot and a 60-foot-wide lot, which is the district requirement regardless of use for districts R-2 and R-3. Mr. Garcia noted that Paragraph A is crucial to the outcome of putting anything on any really old lot. Paragraphs B and C are the exceptions so that we do not put duplexes on a lot that does not meet the minimum requirements.

Mr. Hopkins asked for confirmation if this only applies to lots platted prior to 1950. Any lot platted after 1950 still has to meet the 6,000-square foot minimum. Mr. Garcia said that this is correct.

Mr. Hopkins asked if lots platted before 1950 that are under 6,000 square feet are shown on Exhibit C as duplexes not being allowed. Mr. Garcia said it is the lots before December 21, 1970 that are shown on the map as being not developable as a duplex. Mr. Hopkins asked for confirmation that only the lots platted before 1950 and under 6,000 square feet will be allowed to be developed as duplexes if the proposed text amendment is approved, not between 1950 and 1970. Mr. Garcia said that is correct. Mr. Hopkins stated that before 1950, lots could be under 6,000 square feet and 60 feet wide. After 1950, lots would have to be a minimum of 6,000 square feet and at least 60 feet wide.

Chair Allred wondered why if they are proposing changes to allow duplexes, why not allow two-unit common lot line units the same relief from restrictions? Mr. Fell stated that a duplex is a very different thing than a two-unit common lot line unit. Duplexes can be stacked. A common lot line development in what is the minimum standard lot is really hard mostly because of open space and trying to provide parking on it. Duplexes and common lot line developments are dealt with differently in the Building Code and in the Zoning Ordinance. Chair Allred said that they could remove those requirements; and if it was not economical to construct it on the standard size lot, then that would be left up to the developer or the land owners. Mr. Garcia said yes.

Mr. Rose asked if they were looking for an end product that is independent of the time the land was platted. Mr. Garcia stated that he would love to get rid of anything that has to do with when it was platted or not.

Chair Allred asked if staff's recommendation would change based on what is in the current draft Comprehensive Plan. Mr. Garcia replied that, if anything, it would be a stronger recommendation for making the proposed changes because we are talking about incremental development and infill development in the draft plan.

Mr. Rose asked if there was material in Section VI-3 of the Zoning Ordinance that the City wished to maintain. Mr. Garcia stated that is important to retain Paragraph A because it does say that if you have a lot that does not meet the current requirements you can still develop it if it is old. Paragraph D is about the MOR (Mixed Office Residential) Zoning District. He feels that it has been effective in keeping development in the MOR District from being too massive. He agreed with Chair Allred that they may want to get rid of the wording about common lot line dwelling units.

Mr. Rose asked if Paragraph A could be reworded so that it is independent of the year of platting. Mr. Garcia responded saying that no matter how it is reworded, they may have to put a date in it.

With there being no further questions for City staff, Chair Allred opened the hearing for public input. He reviewed the procedure for public input. He invited the applicant to speak on behalf of his application for a text amendment.

David Huber, applicant, approached the Plan Commission to speak. He stated that as the applicant he had to make a political decision about how much to include in the text amendment. He does not want to undermine the core reason for the amendment, which is to eliminate lot area and width to allow duplexes to be constructed on lots platted prior to 1950. However, if the Plan Commission wants to include common lot lines, then he is willing to make it work.

He noted that the Land Development Code has a ratio that is different and supersedes the Zoning Ordinance. It is a one-to-three ratio of width to depth for a lot.

Mr. Huber stated that he lives in Urbana and works with the Zoning Ordinance a lot. He would like to think of it as a real model of what the City should be like. Someone who works with the document and has the right to propose an amendment to it can do so.

He talked about the particular economics of doing an infill development as a single-family house when there is an existing house on the lot. There are costs for demolishing the existing house and possible costs for repairing the sewer line or adding an additional sewer line. While there is the Think Urbana program which gives tax subsidies and sales tax abatements on building materials, it is quite expensive to get a lot to where it can be built on. Without substantial investment, a developer or property owner cannot meet the requirements of the Building Code or the Rental Code.

He said that he did not believe the proposed text amendment would unleash the tearing down of occupied properties. The proposed text amendment is not just about redevelopment of a lot. It could be for someone wanting to add a second unit or studio on to their existing house.

He wondered why there is a minimum lot width and area for lots in the R-2 and R-3 Zoning Districts. If the proposed text amendment is not approved, then how can the existing language be substantiated. He stated that he can build a duplex on a lot that is less than 6,000 square feet and less than 60 feet wide. As a developer, he can make the economics work and the units are desirable to people to want to rent. He did not know if there is still anyone around that understands how this came to be.

With there being no additional public input, Chair Allred closed the public input portion of the hearing. He opened the public hearing for Plan Commission discussion and/or motion(s).

Ms. Simms stated that there seems to be a lot of moving parts, and she wants to make sure that the parts flow. She does not want to make a change that has an implication somewhere else.

Mr. Rose said that if the Plan Commission feels there is a sense that a modification of width and area is appropriate, then they are left to decide between approval or approval with modifications.

Mr. Hopkins agreed with Ms. Simms. He said the general objective makes sense but there is a lot of history and a lot of complexity to where all the width and area requirements come from, so he wants to think more of it through. He started talking about specific areas in the City, beginning with Lincoln and Bradley Avenues. Given the history of this neighborhood, he is not sure allowing

duplexes would benefit the neighborhood because it would turn even more of the lots into rental properties.

He noted the difference between a duplex and a common lot line dwelling is ownership. A duplex by definition is rented because it is two dwelling units and one owner. Whereas, a common lot line dwelling is more likely to be owner occupied. They do not know the rate of which duplexes would be constructed, and they would not be able to allow a certain number of duplexes on a block without allowing more because it would change the neighborhood. Mr. Garcia said that one of the criteria the Zoning Board uses to make a determination on a conditional use permit is whether it will alter the character and what impact it would have on the neighborhood. A conditional use is only required for duplexes in the R-2 District. Duplexes would be allowed by right anywhere in the R-3 Zoning District. Mr. Hopkins stated that the Plan Commission may want to consider adding common lot line dwellings to this text amendment to take into account the ownership rental question.

Mr. Hopkins pointed out that it is not terribly difficult to create a duplex out of an existing building that is in good shape. If you create a duplex out of an existing building in the City of Urbana, you go from four unrelated renters to eight unrelated renters. This, again, will potentially change the character of the neighborhood. When we talk about zoning, one of the attributes is how are we accounting for change in a zoning district, which has to deal with non-conforming use rules and how we imagine change occurring without ending up where we do not want to. Therefore, he would like to rewrite Section VI-3 to be as clean as we can get it. He added that common lot line dwellings and duplexes cannot be separate buildings. He talked about the possibility of accessory dwelling units (ADUs) and making sure that they get the right mix of the right types of housing in the right places.

Ms. Simms asked if the proposed language prohibit condos, which look like a duplex but each unit is owned by different people. Mr. Garcia said no. The proposed text amendment would not prohibit condos. Ms. Simms said that it does not always mean that we would be creating more rental property then. Mr. Garcia explained that a duplex is two dwelling units on one lot. A common lot line dwelling is two units in one building; however, it is split into two lots. A property owner could condoize a common lot line dwelling, but he did not think they could turn a duplex into a condo.

Mr. Rose wondered if the Comprehensive Plan would take into account the issues of decreasing home ownership and increasing rentals, and if using the Comprehensive Plan as a guide would be sufficient. Chair Allred stated that the 2005 Comprehensive Plan and the draft of the new Comprehensive Plan both talk about wanting to have a variety of housing types in every neighborhood. Ms. Yu stated that she was in favor of turning run down homes into duplexes, because it does not make sense for the houses to be sitting there without a way to develop them. However, she did not want to create a way for people to be incentivized to change the use of single-family houses into duplexes. Mr. Garcia showed maps from Exhibit C for West Urbana and for East Urbana. He noted that there already are 66 legally non-conforming duplexes in the West Urbana area. Chair Allred reiterated that in the R-2 Zoning District, a duplex would only be allowed with the approval of a conditional use permit. Any property owner in the R-3 District could convert an existing home or build a duplex by right. Right now, we just have arbitrary lot size restrictions that are limiting duplexes to some degree.

Mr. Fell stated that as an architect, he would be in favor of waiving all of the minimum lot requirements for width and area as long as the developer meets all of the other development

requirements. Chair Allred said that the proposed text amendment does not waive the requirements for lot area and lot width; instead, it is making the requirements the same as for a single-family home. Mr. Hopkins corrected by saying that it does waive the requirements for lots the zones shown on the map where the lots were platted before 1950. Mr. Garcia added that is for any use allowed in those zones.

Mr. Hopkins talked about the rate of change and mentioned that they need to be clear and it is worth thinking about. Chair Allred commented that if the history of an area includes an exclusionary intent to keep people out of their neighborhood based on family status or based on income levels, then that is something they should try to remedy when they have the opportunity. So, that is why the proposed text amendment is something that the City should be considering.

Mr. Hopkins stated that he agrees. Part of what makes the West Urbana neighborhood an American Planning Association (APA) Great Neighborhood is indeed the mix of housing that it has. It has family housing, a walkable elementary school, a mix of people, and is walkable to work and to Downtown Urbana. He was trying to think through how to get a mix, not how to enable one set of things.

Ms. Simms wondered if this goes back to the Comprehensive Plan where we want neighborhoods to be diverse and have a mix of different types of housing opportunities and where we could still prioritize equity initiatives. Does the Comprehensive Plan say enough about this that when decisions are made, we reference it? Is it aligned with the overall vision of where they are trying to go? Ms. Yu stated that she likes the way Ms. Simms said this. She asked if the text amendment fits into the scenario we want it to be? Mr. Rose asked what is the guide that is going to promote rehabilitation. To implement rehabilitation of housing in priority neighborhoods strikes him as the Comprehensive Plan's distillation of these issues done well or poorly. Ms. Yu stated that if the Comprehensive Plan does not have enough language about promoting home ownership, then maybe that is something they should add to the draft *Imagine Urbana*.

Mr. Hopkins pointed out that he is not promoting home ownership. He is promoting mixed neighborhoods, and if they are doing that through zoning, then there are five attributes: 1) the activity that occurs, 2) the form that occurs, 3) interdependence among things, 4) the ownership, and 5) change. As he mentioned before, he would like to do a revision of Section VI-3 with enough stated intent about all of that to suggest how we want to enable neighborhoods to adapt to changing circumstances in a way that they have thought through. He does not think that they have to wait for the Comprehensive Plan to be updated. It would be inherently about lot area and width but is about adaptation of lot requirements related to changes in neighborhoods where rehabilitation renewal cannot happen for a set of rules that are in the way.

Ms. Yu said she agreed with Mr. Hopkins. She said it is a big issue, and just crossing out two articles will not solve the issues. If we really want to reimagine our zoning code in this area, we should take the approach Mr. Hopkins is recommending.

Mr. Hopkins moved that the Plan Commission send the proposed text amendment to City staff to revise Section VI-3 to address changes in area lot width, common lot line, condo, and duplex adaptation in the R-2 and R-3 Zoning Districts. Ms. Yu seconded the motion.

Mr. Rose stated that he felt the motion needed guidance from the Plan Commission to City staff.

Chair Allred stated that during discussion he heard concern about the balance between home ownership versus rental within certain neighborhoods. He asked why Section VI-3. Lot Area and Lot Width be the section of the Urbana Zoning Ordinance to deal with this in particular. Mr. Hopkins stated that Section VI-3 was the area of focus, but he is trying to get at using the five attributes to figure out how we are dealing with the expectation of change. Chair Allred stated that he did not feel that Section VI-3 is the place to deal with this, but rather in Article V. Use Regulations or where it would be appropriate to spell out requirements for a conditional use permit or consider criteria. Mr. Garcia stated that Article VII. Standards and Procedures for Conditional and Special Uses has separate conditional use criteria that we can spell out for different things. Mr. Hopkins stated that Section VI-3 is the entry point because they need to look at the definitions of R-2 and R-3, which requires a lot to have 6,000 feet minimum for area and a 60-foot minimum width. He felt it is worth doing a little more complete task that makes it cleaner and more obvious where they are heading.

Mr. Garcia stated that Big Move # 2 in the *Imagine Urbana* draft is about rewriting the Zoning Ordinance to match the intent of the revised Comprehensive Plan. He stated that the appropriate time to deal with some of the larger issues would be after the new Comprehensive Plan is adopted and staff gets involved in the process of rewriting the whole Zoning Ordinance. The proposed changes in this application seem like a basic text amendment to him. There are two zoning districts (R-2 and R-3) that say duplexes should be allowed. The R-2 District allows duplexes with approval of a Conditional Use permit. The maps in Exhibit C show that there are tons of places within those districts that do not align with what the current Zoning Ordinance says. He suggested that the Plan Commission approve the proposed text amendment, maybe including common lot line as well because it has the same criteria and rules as for duplexes. Then, they tackle the larger issues in the not-so-far future.

Mr. Rose stated that the motion on the table is to direct the staff to conduct a rewrite of Section VI-3. If this passes the staff will get back to us with a rewrite, but I think we need to give direction for this rewrite to staff now. If the direction is to have staff clean up the language, then that would have his strong support. He said that he would hate to have the issue falter for staff not broadening the issues that are on the table right now.

Mr. Hopkins stated that he would interpret a concise response, roughly what Mr. Garcia just described, which is an explanation that clarifies the wording so they know what the outcome actually is and how Section VI-3. A relates to the others and deals with a common lot line in the same way. By putting the two together, it actually addresses many of the concerns the Plan Commission had talked about. What makes the expectation appear to be something massively more than this is that City staff has to make sure that the changes are not contradicted somewhere else in the Zoning Ordinance. He is not expecting a housing study to be done in order to make changes at this time.

Ms. Simms asked how difficult it would be to simplify the changes they are requesting. Mr. Garcia said it should only take two weeks and he could bring it back at the next regular meeting of the Plan Commission. Mr. Garcia stated that in the draft *Imagine Urbana* Comprehensive Plan, one of the Little Moves is that one does not have to wait. You can make little changes to the Zoning Ordinance as issues arise.

Ms. Yu asked if this application was not submitted by the applicant, would staff have intended to bring this text amendment to Plan Commission. Mr. Garcia replied that he would count the issue of the lot width and lot area preventing duplexes in the R-2 and R-3 Zoning Districts as one painful

thing among many in the Zoning Ordinance. City staff has a list of about 70 or more changes that would make the Zoning Ordinance better. Chair Allred pointed out that Big Move # 7, Little Move # 1 is to identify and resolve barriers to incremental and infill development. He believed the proposed text amendment would help resolve a barrier to infill development by allowing more duplexes. Mr. Garcia commented that while he knew duplexes were being prevented in certain areas by substandard lots, he did not realize how much of an issue it is until he was creating the maps for Exhibit C.

Roll call on the motion was as follows:

Mr. Allred	-	Yes	Mr. Fell	-	Yes
Mr. Hopkins	-	Yes	Ms. McFarland	-	Yes
Mr. Rose	-	Yes	Ms. Simms	-	Yes
Ms. Yu	-	Yes			

The motion passed unanimously by a vote of 7-0.

H. NEW BUSINESS

There was none.

I. AUDIENCE PARTICIPATION

David Huber addressed the Plan Commission on some comments that were made during the public hearing for Plan Case No. 2493-T-24. He stated that there is nothing legally that stops a single-family house from being converted into a rental property.

If duplexes are so egregious, he asked, why did not the neighborhood downzone the lots in the neighborhood to R-1 (Single Family Residential)? He hoped that the City can align the zoning districts with the other mechanisms of the Zoning Ordinance.

Mr. Hopkins stated that the south part of the state streets starting at Michigan Avenue is zoned R-1. The West Urbana area residents have been battling this for 50 years and one of the reasons the rest of the West Urbana area is not zoned R-1 is because part of the historical claim that it has not been single-family only.

COMMUNICATIONS COVER PAGE

Committee of the Whole Meeting – November 12, 2024

Emails regarding Plan Case No. 2493-T-24 (not included in Plan Commission meeting packets):

- **Liz Cardman** *{email dated 10-02-2024}*
- **Paul Devebec** *{email dated 09-19-2024}*
- **Paul Hixson** *{email dated 10-17-2024}*
- **Deborah Katz-Downie** *{email dated 10-17-2024}*
- **Marie and Pierre Moulin** *{email dated 10-30-2024}*
- **Michael and Elizabeth Plewa** *{email dated 10-24-2024}*
- **Kurt and Deanna Wisthuff** *{email dated 10-23-2024}*

Emails regarding Plan Case No. 2493-T-24 (included in previous Plan Commission packet):

- **Liz Cardman** *{email dated 09-18-2024}*
- **Phil Fiscella** *{email dated 09-16-2024}*
- **Matthew Macomber** *{email dated 09-18-2024}*
- **Esther Patt** *{email dated 09-18-2024}*
- **Cameron Raab** *{email dated 09-18-2024}*
- **Adani Sanchez** *{email dated 09-18-2024}*

From: [E.R. Cardman](#)
To: [!!Plan Commission](#)
Subject: Plan Case No. 2493-T-24
Date: Wednesday, September 18, 2024 1:01:37 PM

***** Email From An External Source *****
Use caution when clicking on links or opening attachments.

Re: Plan Case No. 2493-T-24 - A request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate lot width and area requirements for two-family dwelling in the R-2 (Single-Family Residential) and R-3 (Single- and Two-Family Residential) Zoning Districts.

To: The Urbana Plan Commission

With only three requests in the last twenty years for variances of the zoning FAR requirements for duplexes, I am not sure why the Plan Commission is considering a permanent revision to the code.

Further, 65% of Urbana households are rentals. The housing vacancy rate in Urbana is 13%. Higher than the state [8%] or national [6%] rates. Does the City aim to increase rentals at the expense of more single-family units? It seems misguided for the City to expand in this way, gradually closing out working couples with children. [See the demographic data in the [Examine Urbana Housing](#) online document.]

Further, when the Plan Commission is considering increasing density on a lot, it's critical that the Commission also assess the potential impact on infrastructure – especially in the older parts of town: e.g., sewer, water, parking, roads, etc. This is best done on a case-by-case basis, as the conditional use requirement permits.

At a minimum, the conditional use for duplexes in R2 should be retained.

Thank you for your consideration,

Liz Cardman
Urbana

From: [E R Cardman](#)
To: [IPanning](#)
Subject: Plan Commission: Public Input: To be read into the record: regarding: Plan Case No. 2493-T-24
Date: Wednesday, October 2, 2024 8:01:35 AM
Attachments: [Screenshot 2024-10-01 at 20-53-05 Microsoft Word - R-2 District - R-2 District 1.pdf.png](#)
[Screenshot 2024-10-01 at 20-49-59 Microsoft Word - R-1 District - R-1 District 1.pdf.png](#)

***** Email From An External Source *****
 Use caution when clicking on links or opening attachments.

I am not able to attend the Plan Commission meeting of October 3, but would like the following read into the record:

At the Plan Commission meeting of September 19, Mr. Huber asked why, if West Urbana was opposed to increasing duplexes, it did not apply to have the entire area rezoned R1. To those of us who live in West Urbana, that seems like a good option to consider. However, please note that under longstanding zoning regulations, the lot sizes and dimensions between the two zones are radically different. R1 lot size is 50% greater than an R2 lot size. As well, setbacks and required side yards are also greater for R1 districts.

[See below]

A walk down West Michigan makes the difference readily apparent: the south side of the street is R1; the north side of the street is R2.

The screenshot shows a PDF viewer interface with a table titled "DEVELOPMENT REGULATIONS IN THE R-1 DISTRICT". The table has 9 columns: ZONE, MIN LOT SIZE (square feet), MIN AVERAGE WIDTH (in feet), MAX HEIGHT (in feet), MAX FAR, MIN OSR, MIN FRONT YARD (in feet)¹, MIN SIDE YARD (in feet)¹, and MIN REAR YARD (in feet)¹. The row for R-1 shows values: 9,000¹¹, 80, 35, 0.30¹¹, 0.50¹¹, 25⁹, 5 (15)¹², and 10. Below the table, it defines FAR as Floor Area Ratio and OSR as Open Space Ratio.

ZONE	MIN LOT SIZE (square feet)	MIN AVERAGE WIDTH (in feet)	MAX HEIGHT (in feet)	MAX FAR	MIN OSR	MIN FRONT YARD (in feet) ¹	MIN SIDE YARD (in feet) ¹	MIN REAR YARD (in feet) ¹
R-1	9,000 ¹¹	80	35	0.30 ¹¹	0.50 ¹¹	25 ⁹	5 (15) ¹²	10

FAR = Floor Area Ratio
OSR = Open Space Ratio

The screenshot shows a PDF viewer interface with a table titled "DEVELOPMENT REGULATIONS IN THE R-2 DISTRICT". The table has 9 columns: ZONE, MIN LOT SIZE (square feet), MIN AVERAGE WIDTH (in feet), MAX HEIGHT (in feet), MAX FAR, MIN OSR, MIN FRONT YARD (in feet)¹, MIN SIDE YARD (in feet)¹, and MIN REAR YARD (in feet)¹. The row for R-2 shows values: 6,000¹³, 60¹³, 35¹⁷, 0.40, 0.40, 15⁹, 5, and 10. Below the table, it defines FAR as Floor Area Ratio and OSR as Open Space Ratio.

ZONE	MIN LOT SIZE (square feet)	MIN AVERAGE WIDTH (in feet)	MAX HEIGHT (in feet)	MAX FAR	MIN OSR	MIN FRONT YARD (in feet) ¹	MIN SIDE YARD (in feet) ¹	MIN REAR YARD (in feet) ¹
R-2	6,000 ¹³	60 ¹³	35 ¹⁷	0.40	0.40	15 ⁹	5	10

FAR = Floor Area Ratio
OSR = Open Space Ratio

I hope this clarification is helpful for future discussions.
 Liz Cardman
 West Urbana

From: [Debevec, Paul T](#)
To: [!!Plan Commission](#)
Subject: Plan Case 2493-T-24
Date: Thursday, September 19, 2024 12:05:40 PM

***** Email From An External Source *****
 Use caution when clicking on links or opening attachments.

Comment to Plan Commission on Plan Case 2493-T-24 from Paul Debevec, [REDACTED]
 Urbana, IL

The Plan Commission should vote to deny the request.

The motivation of the zoning change request is the claim that there is an impediment to duplex construction in R-2 and R-3 zoning districts. There is already a mechanism to gain approval for duplex construction in these districts, namely, the variance. Variances are routinely requested and approved for other departures from other zoning requirements. The submission notes that there have been only **three requests in 20 years** for a duplex construction variance. The simplest explanation is that there is no compelling interest in such construction. The corollary is that there is no need to change the zoning ordinance.

The applicant claims that approval will increase housing affordability. Granted that housing affordability is an important issue in many communities, Champaign-Urbana is actually doing quite well. The 2022 data from the National Association of Realtors put Champaign-Urbana at number 14 out of 178 communities in housing affordability. There is no quantitative basis for the claim of the applicant.

The citation of the White House report is of questionable relevance, and its citation is certainly divisive. Granted a deplorable history in which zoning had been motivated by racism in many communities, the application offers no evidence that the current zoning requirements are racist. Urbana is diligent in protection of opportunities for housing to all individuals.

A small observation. The application makes a questionable claim about land use efficiency which includes the howler that "Most new homes constructed in Urbana's outer lying subdivisions in recent years are well below 2,400 square feet. Just a few minutes on Zillow, ReMax, or Redfin will show that this claim is incorrect.

A new comprehensive plan, very much in the works, will address zoning issues. The Plan Commission should put 2493-T-24 aside.

From: Philip Fiscella
To: !Planning
Subject: R2 lot width amendment comment
Date: Monday, September 16, 2024 11:34:04 AM

***** Email From An External Source *****
Use caution when clicking on links or opening attachments.

Dear Sirs / Ma'ams,

I couldn't help but notice that the Plan Commission agenda includes a proposal to eliminate the lot-width requirements for duplexes in a few of the zoning districts in Urbana.

While I am not an Urbana resident, I am immediately adjacent to the boundary of the City, some of my family lives in town, and we own several other properties in the City proper.


More germaine to this discussion, I also sit on the Board of Trustees for the Mass Transit District. One of our greatest struggles is getting our routes compact enough to allow short trips. And the biggest impediment to that is a lack of density. Nobody wants to sit on the bus for four hours to go to the grocery store and back. But when every unit sits on a quarter-acre lot, well, the trips are long and walking past fifteen houses to the bus stop with groceries becomes a real hassle.

We need to move in the direction of allowing for smaller homes, set closer together. The environment demands it. Today's economy demands it. Younger people demand it, seniors downsizing need it, and we can't design the entire city around nuclear families with four kids who need a 2,500 sf house with a big yard. We have to move past 1955.

Please consider adopting this amendment, and please consider allowing duplex construction by-right. The more you require people to take a risk that their dream might be shot down by committee, the more you discourage progress and action. I've had that conversation so many times. "Well, you're going to need a variance or a special use permit"

And the answer is usually that the family will look elsewhere first.

Anyway, thank you for your consideration!

Phil Fiscella


Ricci, Marcus

From: Hixson, Paul [REDACTED]
Sent: Thursday, October 17, 2024 5:54 PM
To: !Planning
Cc: Plewa, Michael Jacob
Subject: Fwd: [WUNA-Main] FW: PLAN COMMISSION – PUBLIC INPUT — Plan Case No. 2493-T-24 - OPPOSED

Categories: Public Input, Marcus, Kevin, Complete

***** Email From An External Source *****

Use caution when clicking on links or opening attachments.

Dear Planning Commission Members,

Like Michael, I will not be able to attend tonight's public meeting, but I want to strongly echo what Michael has so clearly stated. I not only have the same concerns, but as a long-term homeowner in the West Urbana Neighborhood, my family's personal story very closely parallels that of Michael and Elizabeth.

My wife, Jennifer Hixson and I purchased our home at [REDACTED] in 1977 for very similar reasons - I wanted to be able to walk or bike to campus and my wife wanted to be able to walk or bike with our kids to downtown Urbana. And, like the Plewas, we are only the 2nd owners of our wonderful home in this wonderful neighborhood. We also have made careful improvements to our property that someday we will pass on to new owners. We have loved living in this neighborhood and are concerned that proposals like the one you will be considering this evening represent an increasing set of attacks on the long term health and viability of the West Urbana neighborhood.

The proposed amendment to the Zoning Ordinance being requested by David Huber would directly harm this wonderful neighborhood, which as Michael so eloquently notes is one of only a handful of nationally recognized family-friendly neighborhoods bordering a major college campus.

I respectfully urge you to reject this proposed change to the Urbana Zoning Ordinance and instead focus on ways that you can support this treasure of a neighborhood with policies and decisions that will make coming generations of families choose to live in this very wonderful neighborhood long into the future.

Sincerely,

Paul Hixson
 [REDACTED]

Urbana, IL 61801

Begin forwarded message:

From: Michael Plewa [REDACTED]
Subject: [WUNA-Main] FW: PLAN COMMISSION – PUBLIC INPUT
Date: Oct 17, 2024 at 5:30:54 PM

Dear Neighbors,

I am unable to attend this evening's public meeting of the Urbana Plan Commission. However, I urge all to send their concerns and opinions on this blatant attack on single-family residential zoning in West Urbana.

Sincerely,
Michael

From: Plewa, Michael Jacob
Sent: Thursday, October 17, 2024 5:27 PM
To: Planning@urbanainllinois.us
Subject: PLAN COMMISSION – PUBLIC INPUT

To: Planning@urbanainllinois.us

PLAN COMMISSION – PUBLIC INPUT

October 17, 2024

Re: Plan Case No. 2493-T-24

Members of the Plan Commission. **We oppose** the request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate lot width and area requirements for two family dwelling in the R-2 (Single Family Residential) and R-3 (Single- and Two Family Residential) Zoning Districts.

The lot sizes in the West Urbana neighborhood are small as compared to most single-family residential lots in Urbana and Champaign. On West Iowa Street the lot width is 55 feet. These beautiful older homes zoned as R-2 are already close together. Eliminating the lot width and area requirements would cause an extreme increase in density and would not be in the best interest of the homeowners and other residents. This proposal only benefits developers who wish to enhance their greed at the expense of this wonderful neighborhood.

The West Urbana neighborhood is a unique asset to the City of Urbana in that it is one of the few affordable, national award-winning residential neighborhoods that is adjacent to a major university. In 1978 when I was hired as an Assistant Professor at the University of Illinois my wife and I chose to live in West Urbana because we wanted to be able to walk to our laboratory and reduce our energy consumption. We purchased our home, that was built in 1939, and we are the second owners. Over the years we have enhanced the energy efficiency of our home and carefully restored the building. If you wish to attract professionals, faculty and staff at the University, the Plan Commission should not undermine the protections inherent in R-2 single family residential zoning. The current proposal would effectively eliminate R-2 single family residential zoning. New families would avoid buying in West Urbana. If you implement this change, you will send many families to Southwest Champaign or other areas where they can purchase homes as truly single-family residences.

The Plan Commission Should Protect the Unique Residential Neighborhood in West Urbana
West Urbana is unique because of its fine homes, mature trees, diverse population, and proximity to campus. By implementing this change to the R-2 zoning ordinance you will severely reduce single-family, owner-occupied housing and the result will be upscale student housing. This trend has continued throughout the years due to poor city planning, and collusion with developers which leads to housing that even many students cannot afford. Indeed, students are the business of this town, but what makes this neighborhood such a great place to live is that those working for the largest employer in town – the University of Illinois – can have an extremely sustainable and comfortable lifestyle – walking or biking to work, raising a family -- enjoying all the

benefits such a town can offer. Further, with a commitment to living here for decades, there is a populace that is engaged in local issues and pays taxes to support schools, parks, the library and other city services for the benefit of all.

Members of the Plan Commission, we urge you to focus on the characteristics of neighborhoods like West Urbana and to reject this reduction to the R-2 zoning ordinance. You should join with the residents that makes West Urbana one of the 10 best neighborhoods to live in the nation.

Sincerely,

Michael Plewa
Elizabeth Wagner Plewa

[Redacted]
Urbana, IL 61801
[Redacted]

[Redacted]

Ricci, Marcus

From: Deborah Katz-Downie [REDACTED]
Sent: Thursday, October 17, 2024 5:54 PM
To: !Planning
Cc: Deborah Katz-Downie
Subject: PLAN COMMISSION – PUBLIC INPUT — Plan Case No. 2493-T-24 - OPPOSED

***** Email From An External Source *****

Use caution when clicking on links or opening attachments.

Dear Planning Commission,

I too am unable to attend tonight, and I agree with Michael Plewa's letter below.

Deborah Katz-Downie

[REDACTED]

Urbana, IL 61801

From: Plewa, Michael Jacob
Sent: Thursday, October 17, 2024 5:27 PM
To: Planning@urbanaininois.us
Subject: PLAN COMMISSION – PUBLIC INPUT

To: Planning@urbanaininois.us

PLAN COMMISSION – PUBLIC INPUT

October 17, 2024

Re: Plan Case No. 2493-T-24

Members of the Plan Commission. **We oppose** the request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate lot width and area requirements for two family dwelling in the R-2 (Single Family Residential) and R-3 (Single- and Two Family Residential) Zoning Districts.

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our home and carefully restored the building. If you wish to attract professionals, faculty and staff at the University, the Plan Commission should not undermine the protections inherent in R-2 single family residential zoning. The current proposal would effectively eliminate R-2 single family residential zoning. New families would avoid buying in West Urbana. If you implement this change, you will send many families to Southwest Champaign or other areas where they can purchase homes as truly single-family residences.

The Plan Commission Should Protect the Unique Residential Neighborhood in West Urbana West Urbana is unique because of its fine homes, mature trees, diverse population, and proximity to campus. By implementing this change to the R-2 zoning ordinance you will severely reduce single-family, owner-occupied housing and the result will be upscale student housing. This trend has continued throughout the years due to poor city planning, and collusion with developers which leads to housing that even many students cannot afford. Indeed, students are the business of this town, but what makes this neighborhood such a great place to live is that those working for the largest employer in town – the University of Illinois – can have an extremely sustainable and comfortable lifestyle – walking or biking to work, raising a family -- enjoying all the benefits such a town can offer. Further, with a commitment to living here for decades, there is a populace that is engaged in local issues and pays taxes to support schools, parks, the library and other city services for the benefit of all.

Members of the Plan Commission, we urge you to focus on the characteristics of neighborhoods like West Urbana and to reject this reduction to the R-2 zoning ordinance. You should join with the residents that makes West Urbana one of the 10 best neighborhoods to live in the nation.

Sincerely,

Michael Plewa
Elizabeth Wagner Plewa
[Redacted]
Urbana, IL 61801
[Redacted]

--
[Redacted]



From: Matthew Macomber <<redacted>>
Sent: Wednesday, September 18, 2024 7:34 PM
To: !!Plan Commission
<PlanCommission@urbanaininois.us> **Subject:** Support for Duplexes on Regular Lots

***** Email From An External Source *****

Use caution when clicking on links or opening attachments.

Just wanted to voice my support for duplexes on regular sized lots! Would help improve access to housing in the area.

- Matthew Macomber

Under the Illinois Freedom of Information Act (FOIA), any written communication to or from City of Urbana employees, officials or board and commission members regarding City of Urbana business is a public record and may be subject to public disclosure.

Ricci, Marcus

From: Marie-Pierre Lassiva-Moulin [REDACTED]
Sent: Wednesday, October 30, 2024 5:24 PM
To: !Planning
Subject: Case Number: 2493-T-24 - Opposing proposal

Categories: Public Input

***** Email From An External Source *****

Use caution when clicking on links or opening attachments.

Members of the Plan Commission,

I oppose the request by David Huber to amend Article VI of the Urbana Zoning Ordinance as stated in Michael Plewa and Elizabeth Wagner Plewa’s email to the Planning Commission:

“**We oppose the** request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate lot width and area requirements for two family dwelling in the R-2 (Single Family Residential) and R-3 (Single- and Two Family Residential) Zoning Districts.(...)”

Sincerely,
Marie-Pierre
[REDACTED]

Ricci, Marcus

From: Esther Patt <<redacted>>
Sent: Wednesday, September 18, 2024 7:05 PM
To: !Planning
Subject: PUBLIC COMMENT - 2493-T-24 - PLAN COMMISSION - PUBLIC INPUT September 19, 2024

***** Email From An External Source *****

Use caution when clicking on links or opening attachments.

Dear Urbana Plan Commission:

I write to ask you to recommend to City Council DENIAL of Plan Case No. 2493-T-24.

The summary of findings (#4) states that the proposed text amendment would "preserve and enhance the character of established residential neighborhoods" and "ensure that new land uses are compatible with and enhance the existing community."

This finding is FALSE. The effect of the text amendment would CHANGE the character of established neighborhoods by reducing the number of small, owner-occupied single-family homes and replacing them with duplex rentals.

The assertion that Urbana has a problem with "exclusionary zoning" is completely false. Consider this data from the U.S. Census Bureau:

87% of housing units in **Northbrook** Illinois are owner-occupied.
71% of housing units in **Decatur** Illinois are owner-occupied.
70% of housing units in the **United States** are owner-occupied.
67% of housing units in the **State of Illinois** are owner-occupied.
33% of housing units in **Urbana** Illinois are owner-occupied.

Urbana suffers from a shortage of small homes available for purchase by owner-occupants, not a shortage of rental choices. Realtors consider Urbana to be a "seller's market" for single family homes. Lack of supply drives up cost which is good for sellers but bad news for young couples wanting to purchase their first house.

In addition to too few homes going on the market, when an *affordable* single-family home is advertised for sale, prospective homeowners have to compete with buyers who want to use the home as income property.

Exclusionary zoning is an issue in communities like Northbrook that have very few rental housing options.

It is ludicrous to claim that exclusionary zoning is an issue in Urbana where 67% of housing units are already rental – including 27% of all single family structures in the city.

Urbana has a glut of rental housing. The 2010 Census found the rental housing vacancy rate in Urbana was 11.5%, double the state average. Even the campus area has lots of vacancies.

Three weeks before school started this year, University of Illinois Housing Division was able to find and I bank of apartments in three buildings within one block of the corner of Lincoln and Green for the overflow of first-year students for whom there was no space in the residence halls.

I canvassed doors in campus area apartment buildings to register voters just 10 days ago – after school started, and after the last- minute addition of the student overflow from residence halls. I found buildings on the engineering campus near Stoughton and Goodwin where 3 out of 10 apartments are still vacant. Historically the census tract closest to U of I has had the lowest rental vacancy rate in Urbana; but even it has many vacancies now.

There is no housing need or community benefit served by a policy that promotes replacement of smaller homes with duplex rentals. The only benefit of the proposed change is to those property owners who buy single family houses to use as rentals from which they can get twice as much rent if they convert to duplex.

Buyers already have that opportunity on lots that are large enough for two households and therefore, twice the number of people as would live in one house. Trying to squeeze two households onto a small lot does not enhance any neighborhood so why change the rules to increase the practice?

Please vote to recommend denial of this proposal.

Thank you for your service,
Esther Patt



Ricci, Marcus

From: Plewa, Michael Jacob [REDACTED]
Sent: Thursday, October 17, 2024 5:27 PM
To: !Planning
Subject: PLAN COMMISSION – PUBLIC INPUT — Plan Case No. 2493-T-24 - OPPOSED

To: Planning@urbanainlinois.us

PLAN COMMISSION – PUBLIC INPUT

October 17, 2024

Re: Plan Case No. 2493-T-24

Members of the Plan Commission. **We oppose** the request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate lot width and area requirements for two family dwelling in the R-2 (Single Family Residential) and R-3 (Single- and Two Family Residential) Zoning Districts.

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is engaged in local issues and pays taxes to support schools, parks, the library and other city services for benefit of all.

Members of the Plan Commission, we urge you to focus on the characteristics of neighborhoods like West Urbana and to reject this reduction to the R-2 zoning ordinance. You should join with the residents that makes West Urbana one of the 10 best neighborhoods to live in the nation.

Sincerely,

Michael Plewa
Elizabeth Wagner Plewa
[REDACTED]
Urbana, IL 61801
[REDACTED]

Ricci, Marcus

From: Cameron Raab <<redacted>>
Sent: Wednesday, September 18, 2024 7:01 PM
To: !Planning
Subject: PLAN COMMISSION - PUBLIC INPUT 9/19/2024

***** Email From An External Source *****

Use caution when clicking on links or opening attachments.

Greetings! I am writing as a Champaign County resident in support of amending the Urbana Zoning ordinances to eliminate lot width and area requirements for two-family dwelling in the R-2 (Single-Family Residential) and R-3 (Single- and Two-Family Residential) Zoning Districts. This could go a long way towards helping shore up the housing supply in the area by eliminating outdated and restrictive zoning ordinances without having to rely on more sprawl to do the job for us (at a significant cost). Thank you!

--
Cameron Raab
Champaign, IL

From: Adani Sanchez <<redacted>>
Sent: Wednesday, September 18, 2024 6:41 PM
To: !!Plan Commission <PlanCommission@urbanaillinois.us>
Subject: Support more housing! Vote yes on duplexes!

***** Email From An External Source *****

Use caution when clicking on links or opening attachments.

Hello,

My name is Adani and I am with CURbanism club, a group interested in supporting more housing and transit options!

This text amendment is a straightforward way to allow more housing by right! No extra meetings for y'all if someone wants to build a duplex! And it would make duplexes a more enticing option for developers by reducing barriers.

With single family home prices so high, a duplex is a great option for neighbors who need more space than an apartment but are not ready (or not able) to make the jump into a more expensive home.

Allowing duplexes on regular sized lots would be a great step forward in increasing housing stock and I would love to see the Plan Commission review other options to increase density in our community so that everyone has an option for housing!

Thank you for your consideration,

Adani Sanchez
CURbanism Lead

Under the Illinois Freedom of Information Act (FOIA), any written communication to or from City of Urbana employees, officials or board and commission members regarding City of Urbana business is a public record and may be subject to public disclosure.

Ricci, Marcus

From: Kurt Wisthuff [REDACTED]
Sent: Wednesday, October 23, 2024 5:10 PM
To: !Planning
Subject: PLAN COMMISSION — PUBLIC INPUT - Plan Case No. 2493-T-24 - OPPOSED

Categories: Kevin, Public Input, Complete

*** Email From An External Source ***

Use caution when clicking on links or opening attachments.

PLAN COMMISSION — PUBLIC INPUT

Re: Plan Case No. 2493-T-24

Members of the Plan Commission. We oppose the request by David Huber to amend Article VI of the Urbana Zoning Ordinance to eliminate lot width and area requirements for two family dwelling in the R-2 (Single Family Residential) and R-3 (Single- and Two Family Residential) Zoning Districts.

We recently relocated from the Chicago area to our home on [REDACTED]. One of the main factors in making our decision was the current look/feel/character of the West Urbana neighborhood. Eliminating lot width and area requirements and allowing higher-density development will slowly change that very character. And once the change is made, there will be no going back.

In addition, higher density can cause unwanted strain on old infrastructure (stormwater/sewer) costing taxpayers and presenting problems for current residents (who purchased with dry basements in mind), something we experienced firsthand in our previous community.

We urge you to take our neighbors' and our concerns into consideration when making your decision.

Sincerely,

Kurt Wisthuff
Deanna Wisthuff

[REDACTED]
Urbana, IL 61801
[REDACTED]



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: December 2, 2024 Committee of the Whole
Subject: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement for the Design and Construction of Improvements to Wright Street between the City of Champaign and the City of Urbana

Summary

Action Requested

City Council is being asked to pass the attached resolution to approve and authorize the execution of an intergovernmental agreement (IGA) with the City of Champaign (Champaign) for the design and construction of improvements to Wright Street, from Church Street to Dublin Street (Columbia Avenue).

Brief Background

In this segment of Wright Street (from Church Street to Dublin Street), the boundary between the City of Urbana (Urbana) and Champaign is coincident with the street centerline. Consequently, Urbana has jurisdiction for the east half of the right-of-way (ROW), and Champaign has jurisdiction for the west half. Since Champaign is including this segment of Wright Street in a larger, annual asphalt street maintenance contract, Champaign will be the lead agency for design and construction. Urbana will have the opportunity to review and approve construction plans and contractor bid proposals related to Wright Street. Urbana will have the option to remove its portion of the project if the construction plans or the contractor bid proposals are not approved.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

The project page for Wright Street (Church to Dublin) from the Capital Improvement Plan for Fiscal Years 2025-2029 (CIP FY25-29) is included as an attachment, for reference. The CIP FY25-29 was approved on May 20, 2024 as Resolution No. 2024-05-021R.

Discussion

Additional Background Information

Preliminary plans for Wright Street (Church to Dublin) were completed in late September 2024, and the preliminary plan sheet is included as an attachment. Champaign anticipates finalizing plans this month, advertising the project to bidders in January 2025, and recommending a contract award in February 2025. Completion of construction is anticipated by the end of 2025.

Fiscal and Budget Impact

For the Wright Street (Church to Dublin) project, the CIP FY25-29 allocated \$50,000 in FY25 for design and \$275,000 in FY26 for construction, each from the capital replacement and improvement (CR&I) fund. A preliminary cost estimate from Champaign indicated that Urbana's share should be below these allocations. Champaign will invoice Urbana for its share of the total cost (design and construction) after construction is complete and accepted. Therefore, Urbana's share of the cost will be an FY26 expense.

Recommendation

City Council is asked to pass the attached resolution to approve and authorize the execution of an IGA with Champaign for the design and construction of improvements to Wright Street (Church to Dublin).

Next Steps

If the attached resolution is passed, the Mayor will execute the IGA on behalf of Urbana, and then the IGA will be executed by Champaign. With a fully executed IGA, Champaign will proceed with the design and construction of Wright Street (Church to Dublin), subject to approval by Urbana.

Attachments

1. Resolution No. 2024-12-___R: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement for the Design and Construction of Improvements to Wright Street between the City of Champaign and the City of Urbana
2. An Intergovernmental Agreement for the Design and Construction of Improvements to Wright Street between the City of Champaign and the City of Urbana
3. Capital Improvement Plan FY25-FY29 Project Page for Wright Street (Church to Dublin).
4. Preliminary Plan Sheet for Wright Street (Church to Dublin).

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. 2024-12-___ R

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO WRIGHT STREET BETWEEN THE CITY OF CHAMPAIGN AND THE CITY OF URBANA

WHEREAS, the City of Urbana (“Urbana”) and the City of Champaign (“Champaign”) are each Illinois municipal corporations; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Urbana and Champaign to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, the jurisdiction of Wright Street from Church Street to Dublin Street (Columbia Avenue) is split evenly at the centerline of the pavement between Urbana and Champaign; and

WHEREAS, Urbana and Champaign find it to be in the best interest of the public to resurface Wright Street from Church Street to Dublin Street (Columbia Avenue) and reconstruct the intersection of Wright Street and Dublin Street (Columbia Avenue) as concrete pavement; and

WHEREAS, an intergovernmental agreement (IGA) between Urbana and Champaign for the design and construction of improvements to Wright Street from Church Street to Dublin Street (Columbia Avenue) has been negotiated on terms acceptable to both parties.

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

Section 1.

Urbana hereby enters into the attached IGA with Champaign for the design and construction of improvements to Wright Street between Champaign and Urbana.

Section 2.

The terms of the IGA are hereby approved.

Section 3.

The Mayor is hereby authorized to take all necessary steps to implement the terms of the IGA, including the execution of any required documents.

Section 4.

This Resolution shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL this ____ day of December, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of December, 2024.

Diane Wolfe Marlin, Mayor

AN INTERGOVERNMENTAL AGREEMENT
FOR THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS
TO WRIGHT STREET
BETWEEN THE CITY OF CHAMPAIGN AND THE CITY OF URBANA

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Champaign, a municipal corporation ("Champaign"); and the City of Urbana, a municipal corporation ("Urbana") ("Parties").

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Champaign and Urbana to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, the responsibility to provide for a highway system rests with Champaign and Urbana; and

WHEREAS, Champaign and Urbana desire to perform this function as efficiently and effectively as possible thereby reducing costs to local taxpayers; and

WHEREAS, the jurisdiction of Wright Street from Church Street to Columbia Avenue / Dublin Street is split evenly at the centerline of the pavement between Champaign and Urbana; and

WHEREAS, Champaign and Urbana find it to be in the best interest of the public to resurface Wright Street from Church Street to Columbia Avenue / Dublin Street and reconstruct the intersection of Wright Street and Columbia Avenue / Dublin Street as concrete pavement.

NOW, THEREFORE, Champaign and Urbana, in consideration of the mutual promises and covenants herein, agree as follows:

Paragraph 1. Incorporation of Recitals. The recitals set forth above are hereby incorporated in their entirety within the body of this Agreement.

Paragraph 2. Definitions.

(a) "Agreement" means this Agreement concerning the design, construction, and maintenance of Wright Street.

(b) "Highway" means any public way for vehicular travel, which has been laid out in pursuance of any law of this State. The term "highway" includes rights-of-way, curbs, sidewalks, bikeways, side paths, bridges, drainage structures, channels and detention basins, signs, traffic signals, guard rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular, bicycle, or pedestrian traffic.

(c) "Direct expenses" include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.

(d) "Engineer" is a Professional Engineer appointed by the lead agency for a project. The duties of the Engineer are described in the IDOT Design Manual.

(e) "Maintenance" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.

Paragraph 3. Project. "The Project" is defined as all activities required to complete the work along Wright Street from Church Street to Columbia Avenue / Dublin Street as described in Paragraph 4.

Paragraph 4. Project Description. The Project will include design engineering, construction engineering and construction of: asphalt milling and resurfacing, pavement patching, sidewalk ramp updates, grinding of sidewalk tripping hazards, manhole adjustments, pavement removal and construction of concrete pavement within the intersection of Wright Street and Columbia

Avenue / Dublin Street. Attached hereto as Exhibit #1 is a preliminary proposed roadway plan sheet for Wright Street providing general information on the project limits.

Paragraph 5. Lead Agency. Champaign shall be the lead agency.

Paragraph 6. Engineering and Other Services.

(a) Engineering. Champaign is utilizing a consultant to prepare plans, specifications, and estimates (PS&E) for the Project. The final design and construction plans for the Urbana portion of the Project shall be reviewed and approved by the Urbana City Engineer prior to IDOT's review and approval of the construction bid. The approval of such plans shall not be unreasonably denied. Champaign will oversee the construction of the project with a combination of consultant staff and its own staff. The cost for engineering services for the Urbana portion of the work will be calculated as fifteen percent (15%) of the final cost of construction for that work.

(b) Construction Bid Letting and Award. The Project will be included as part of Champaign's annual asphalt street maintenance contract for calendar year 2025. Champaign will advertise the annual asphalt street maintenance contract for contractor bids on the Champaign's website, in The News-Gazette, and in the IDOT Contractor's Weekly Construction Bulletin. All contractor bids for the Project will be due to Champaign at a predetermined date and time. Contractor bids for the project will be publicly opened and read aloud by Champaign at a predetermined date and time. Once the lowest responsive and responsible Project bidder is identified, Champaign shall obtain concurrence from Urbana on moving forward with the inclusion of the Urbana work prior to the bid award. Champaign shall award a construction contract based on the construction bid received and accepted, obtain a performance bond in an amount equal to one hundred percent (100%) of the total contract amount, and execute any and

all IDOT forms and documents necessary to carry out the terms of this Agreement. Should Urbana decline to proceed with the Project, Champaign will delete the work for the Urbana portion from the annual asphalt street maintenance contract.

Paragraph 7: Right of Way Acquisition. No Right of Way is anticipated for this project. If any Right of Way is needed it shall be the subject of an amendment to this agreement.

Paragraph 8. Implementation.

(a) **Timing.** Champaign and Urbana agree to take all necessary steps to implement the Project and perform those activities set forth in this Agreement. It is the intent of the parties to complete the engineering design work for the Project in December 2024 and the construction in 2025.

(b) **Construction Costs.** For this Agreement construction costs will be determined by unit prices and quantities as measured after completion of the work, with each agency paying for the portion of the work falling within their jurisdiction. Champaign will provide a summary of the measured quantities and costs to the Urbana City Engineer for review. Once quantities are agreed to, Champaign will invoice Urbana for the cost of construction plus 15% to cover the costs of design engineering and construction engineering services.

(c) **Project Plans.** Champaign shall provide Urbana with plan sheets of the Project as constructed in accordance with this agreement. Such drawings shall be provided within ninety (90) days after completion of the Project.

Paragraph 9. Maps. Attached hereto as Exhibit #1 is a preliminary proposed roadway plan sheet for Wright Street, showing the general limits and type of improvements. The centerline of Wright Street denotes the dividing line between Champaign and Urbana.

Paragraph 10. Effective Date of Agreement. The Agreement shall be effective, as between Champaign and Urbana, on the date approved by the last of the Parties to approve it.

Paragraph 11. Maintenance. Once the Project is completed Champaign and Urbana will each continue to maintain the portion of Wright Street within its City limit; the boundary between the two cities is the centerline of the roadway.

Paragraph 12. Amendment. No amendment to this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

Paragraph 13. Record Retention. As lead agency, Champaign shall retain all available Project records and files for a minimum period of ten (10) years after Project completion. At the end of the ten (10) year period copies of all available Project records and files may be provided by Champaign to Urbana upon request by Urbana, and original documents may be transferred by the Champaign to Urbana at Urbana's request after compliance with the Local Records Act and any other applicable law.

Paragraph 14. Quality of Work; Damage to Others' Property. The Project shall be constructed in a workmanlike manner substantially in accordance with the plans approved by the Parties. The Project shall be constructed so as to not unduly injure or interfere with the property of another.

Champaign shall require any third parties retained for the Project to maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Urbana and Champaign against liability for bodily injury and/or property damage, including Urbana property, occurring on or about the Project location which may arise out of, result from or be in any way connected with the Project. The liability under such insurance will not be less than Ten Million Dollars (\$10,000,000) for any one occurrence. The third party will

be required to provide Urbana with a certificate of insurance naming Urbana and Champaign as additional insureds as respects liability that Urbana and Champaign may incur as a result of the activities on the Project location, and will provide thirty (30) days advance written notice to Urbana and Champaign of any modifications, changes or cancellations.

Champaign shall require any third parties retained for the Project to protect, indemnify and save harmless Urbana, and any of their officers, lessees, agents, servants and employees, or any member of the general public, from any and all claims or liability for loss, death, injury, or damage to any property, which may in any way arise out of, result from or be in any way connected with the Project.

Paragraph 15. Further Actions. The Parties hereby agree to take any official action necessary to accomplish any of the undertakings set forth in this Agreement, including the passage of legally sufficient resolutions or ordinances, the appropriation of funds, the execution of any and all IDOT forms and documents necessary to carry out the terms of this Agreement, and the execution of any and all other undertakings set forth in this Agreement. The City Manager of the City of Champaign or the City Manager’s designee, and the applicable officials Urbana, are hereby authorized by the approval of this Agreement by the respective governing bodies of the Parties to execute any such documents necessary to carry out the terms of this Agreement.

Paragraph 16. Notices. Notice with respect to any matter contained herein shall be in writing and sent first class and mailed to:

Champaign:
City Manager
City of Champaign
102 N. Neil St.
Champaign, IL 61820

Urbana:
Mayor
City of Urbana
400 S. Vine Street
Urbana, IL 61801

City Engineer
City of Champaign

City Engineer
City of Urbana

702 Edgebrook Dr.
Champaign, IL 61820

706 S. Glover Avenue
Urbana, IL 61802

Or such address or counsel as any Party hereto shall specify in writing pursuant to this Section from time to time. A courtesy copy of any notice with respect to any matter contained herein shall also be e-mailed to the respective officials of the Parties indicated above.

Paragraph 17. Entire Agreement. This Agreement represents the entire Agreement between the Parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties and may not be modified except in writing acknowledged by all Parties.

Paragraph 18. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and each of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

City of Champaign

City of Urbana

By: _____
City Manager

By: _____
Mayor

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
City Attorney

City Council Approval Date

City Council Approval Date

Wright St. (Church to Dublin)

PROJECT	FUND	FY24 Projected	FY25 Allocated	FY26 Allocated	FY27 Allocated	FY28 Allocated	FY29 Allocated
40132 - WRIGHT ST: CHURCH TO DUBLIN	200 CR&I	-	50,000	275,000	-	-	-



Description

Pavement rehabilitation and railroad grade crossing improvements.

Location

Wright St. from Church to Dublin.

Purpose and Need

Wright St. is a major collector with pavement in very poor to failed condition, and it is on a bus route. City of Champaign to be the lead agency on this project, where City Boundary is on centerline of street.

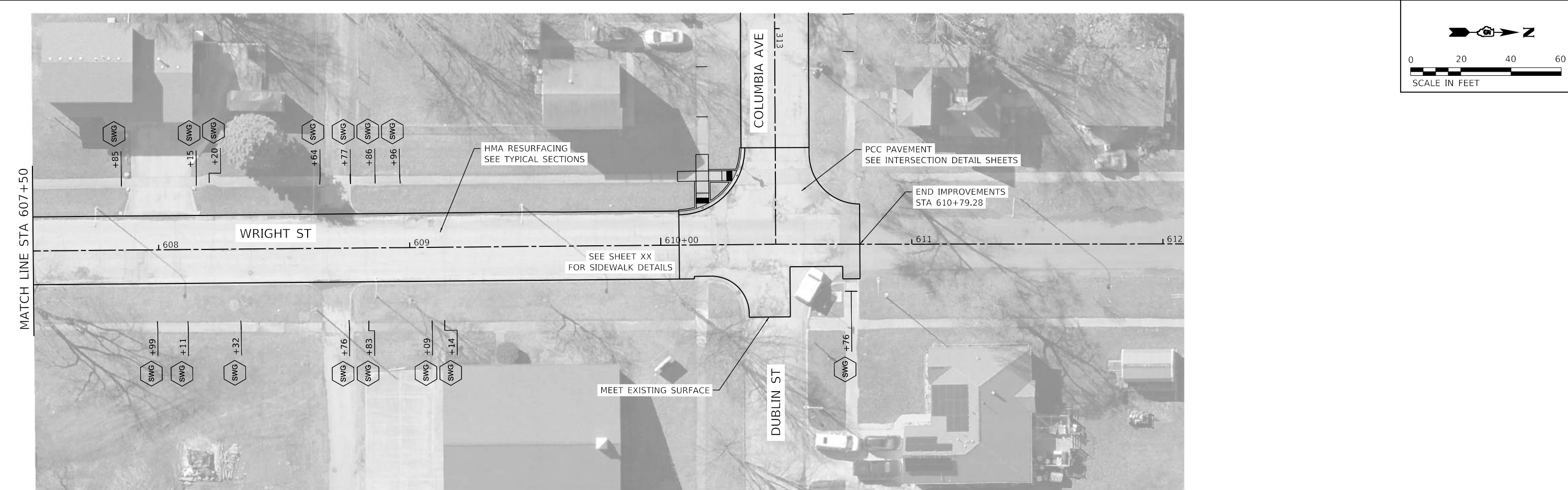
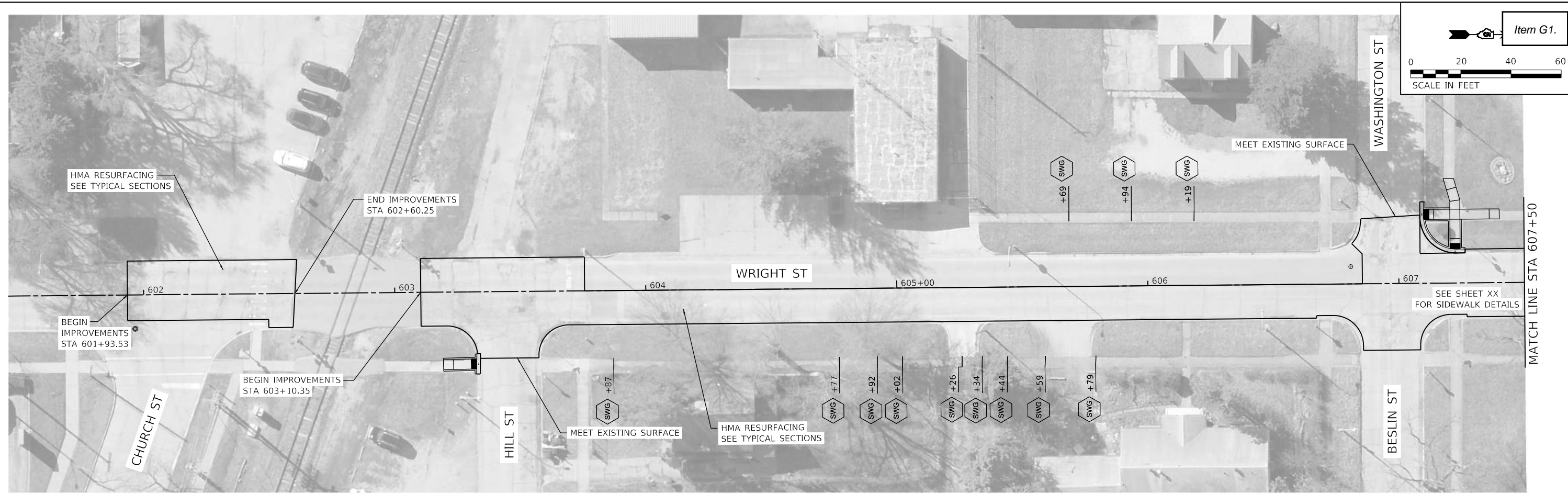
Safety Score (max 25.2)	Class Score (max 22.4)	Condition Score (max 17.0)	Funding Score (max 12.9)	Linking Score (max 11.6)	Bus Score (max 8.2)	CDTA Score (max 2.7)	Total Score (max 100.0)
0.0	17.9	13.8	4.9	4.6	8.2	1.4	50.8

Timeline

Studies & Plans FY25, Construction FY26.

Changes from Previous CIP

Changed description of projects limits from "Church to Columbia" to "Church to Dublin".
Removed revenue from City of Champaign, since Champaign will be the lead agency.



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 FILE NAME: J:\2022\20220708.05 - Champaign - 2025 Asphalt Maintenance\04_Drawings\DWG\CAD_Sheets\02200708.05-sch-dlm_wright.dgn

Farnsworth GROUP
 2211 BRADLEY AVENUE
 CHAMPAIGN, ILLINOIS 61821
 (217) 352-7408 / info@f-w.com

USER NAME = jgrimm	DESIGNED - JGG	REVISED -
PLOT SCALE = 40.0000' / in.	DRAWN - DRR	REVISED -
PLOT DATE = 9/23/2024	CHECKED - RPU	REVISED -
	DATE - 09/20/2024	REVISED -

**STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION**

PROPOSED ROADWAY PLAN - WRIGHT STREET

SCALE: AS SHOWN SHEET 1 OF 1 SHEETS STA. 601+93.53 TO STA. 610+79.28

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	25-00328-00-RS	CHAMPAIGN	XX	83
			CONTRACT NO.	
		ILLINOIS	FED. AID PROJECT	



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: December 2, 2024 Committee of the Whole
Subject: A Resolution to Endorse the Champaign Urbana Urban Area Transportation Study (CUUATS) Long Range Transportation Plan (LRTP) 2050

Summary

Action Requested

City Council is being asked to pass the attached resolution to endorse the CUUATS LRTP 2050.

Brief Background

See the [LRTP 2050 Executive Summary](#) for a brief background. CUUATS staff presented an overview of LRTP 2050 to City Council on November 12, 2024. The deck of slides from that presentation is included as an attachment.

Relationship to City Services and Priorities

Impact on Core Services

For the next five years, LRTP 2050 will inform and guide the Planning Division of Community Development and the Engineering Division of Public Works with transportation planning and implementation.

Strategic Goals & Plans

Three of the five [LRTP 2050 Goals](#) are closely correlated with Urbana’s Mayor and City Council Strategic Goals 2024-2025.

LRTP 2050 Goal

Safety
Sustainability
Equity & Quality of Life

Mayor and City Council Strategic Goal 2024-2025

Strategic Area #1: Public Safety and Well-Being
Infrastructure Strategy #3: Expand sustainable infrastructure within the community.
Infrastructure Strategy #2: Increase investments in infrastructure equity.

The LRTP 2050 was informed by existing community plans – including the City of Urbana Comprehensive Plan (2024 draft), Capital Improvement Plan FY2025-2029, Pedestrian Master Plan (2020), and Bicycle Master Plan (2016).

Previous Council Actions

Previous LRTP's were endorsed by City Council with Resolution No. 2014-11-059R (LRTP 2040) and Resolution No. 2009-12-036R (LRTP 2035), to name two recent examples. In 2019, LRTP 2045 was presented to City Council, but Council was not asked to endorse that plan.

Discussion*Fiscal and Budget Impact*

The [Funding](#) section of LRTP 2050 forecasts revenue and expenditures for CUUATS agencies through 2050. This section also discusses strategies for funding transportation projects.

Community Impact

The [Public Involvement](#) section of LRTP 2050 details the extensive public involvement and outreach that was completed in three phases over a two-year period.

Recommendation

City Council is asked to pass the attached resolution to endorse the CUUATS LRTP 2050.

Next Steps

The final LRTP 2050 will be submitted for approval to the CUUATS Technical Committee on December 4, 2024 and the CUUATS Policy Committee on December 11, 2024.

Attachments

1. Resolution No. 2024-12-___R: A Resolution to Endorse the Champaign Urbana Urban Area Transportation Study (CUUATS) Long Range Transportation Plan (LRTP) 2050
2. Long Range Transportation Plan (LRTP) 2050 November 12, 2024 Presentation Slides for Urbana City Council

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. 2024-12-___ R**A RESOLUTION TO ENDORSE THE
CHAMPAIGN URBANA URBAN AREA TRANSPORTATION STUDY (CUUATS)
LONG RANGE TRANSPORTATION PLAN (LRTP) 2050**

WHEREAS, the City of Urbana is a member agency of CUUATS, a program of the Champaign County Regional Planning Commission; and

WHEREAS, CUUATS has prepared an LRTP 2050 to guide local area transportation system planning over the next 25 years in conformance with the content and procedural standards established by the Federal Highway Administration and with the technical assistance of the Illinois Department of Transportation; and

WHEREAS, the City of Urbana participated in the drafting of the LRTP 2050 with representation on a multi-agency steering committee and as a member of the CUUATS Technical and Policy Committees; and

WHEREAS, the preparation of the LRTP 2050 has involved extensive public participation and outreach efforts; and

WHEREAS, the Draft LRTP 2050 was approved by the CUUATS Technical Committee on September 4, 2024 and by the CUUATS Policy Committee on September 11, 2024; and

WHEREAS, the LRTP 2050 is consistent with the transportation projects anticipated as part of the City's Capital Improvement Plan and Comprehensive Plan, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, that the CUUATS LRTP 2050 is hereby endorsed by the City of Urbana.

PASSED BY THE CITY COUNCIL this ___ day of December, 2024.

AYES:

NAYS:

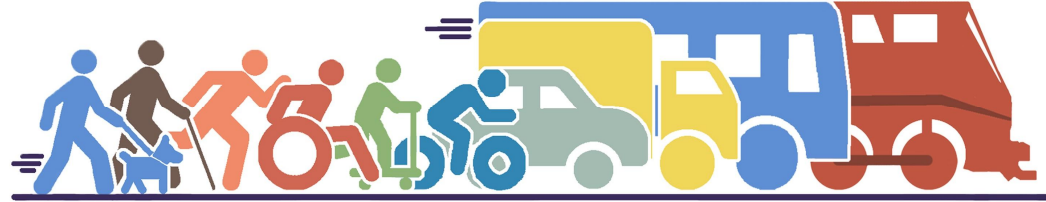
ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of December, 2024.

Diane Wolfe Marlin, Mayor

C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

Long Range Transportation Plan LRTP 2050

City of Urbana
November 12, 2024




L RTP 2050 Web Plan

<https://ccrpc.gitlab.io/lrtp-2050/>

- Overview
- Existing Conditions
- Goals
- 2050 Vision
- Public Involvement
- Appendices

<https://ccrpc.gitlab.io/lrtp-2050/>

L RTP 2050 OVERVIEW EXISTING CONDITIONS GOALS 2050 VISION PUBLIC INVOLVEMENT APPENDICES



Welcome to the CUUATS Long Range Transportation Plan (L RTP) 2050!

The Champaign-Urbana Urban Area Transportation Study (CUUATS) presents the 5-year L RTP, which covers the Metropolitan Planning Area including Champaign, Urbana, Savoy, Mahomet, Tolono, Bondville, the University of Illinois campus, and the Champaign-Urbana Mass Transit District service area.

Announcements

Draft L RTP 2050 approved at CUUATS Committee Meetings in September 2024

The Draft L RTP 2050 is nearing completion. This website serves as the documentation of the plan. The draft document will be open for a 30-day public comment period from September 16th to October 15th, 2024. A Google form will be provided on the [L RTP 2050 Updates](#) page beginning September 16th. Also this fall, we will present the plan to CUUATS member agencies and other agencies upon request. All comments will be reviewed, summarized, addressed, and presented to the CUUATS Committees in December 2024.

Goals

- 5 LRTP 2050 Goals

- Safety
- Reliability
- Sustainability
- Equity & Quality of Life
- Connectivity

- Under each goal:

- Goal statement
- Objectives and Performance Measures
- Strategies



C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

Strategies

Strategies	Responsible Parties
Implement the strategies approved in the Champaign-Urbana Urban Area Safety Plan for safety emphasis areas, including intersections, pedestrians, bicyclists, and impaired driving.	CUUATS staff, IDOT, Champaign County, cities, villages and townships, MTD, C-U SRTS Project, University of Illinois, local and state law enforcement agencies, local EMS and hospitals, judiciary system
Continue to facilitate the regional Safety Committee to support collaboration between planners, engineers, law enforcement, and other community partners.	CUUATS staff, IDOT, Champaign County, cities, villages and townships, MTD, C-U SRTS Project, University of Illinois, local and state law enforcement agencies, local EMS and hospitals, judiciary system
Promote safety in the planning, design, construction, and maintenance of all modes in transportation projects and programs (e.g., designing for the incorporation of emerging safety-related technologies).	CUUATS, IDOT, Cities, Villages, MTD, University of Illinois
Prepare applications and provide input to local agencies regarding Highway Safety Improvement Program (HSIP) funds.	CUUATS staff
Evaluate HSIP projects by completing before and after studies.	IDOT
Complete applications for available Federal safety funding.	CUUATS staff
Continue to enforce codes requiring new development to provide sidewalks along roadway frontages and safe crossings at intersections.	CUUATS Staff, Cities and Villages, Developers, University of Illinois
Revise, complete and distribute Safe Walking Route Maps for public elementary and middle schools in Champaign-Urbana every two years and continue the Safe Routes to School program.	CUUATS staff, C-U SRTS Project
Work with cities and villages to develop Safe Routes to Schools plans and apply for Safe Routes to Schools grants.	CUUATS staff
Work with municipalities and transportation study groups to evaluate existing speed limits on the local roadway network.	CUUATS staff
Continue updating the regional Intelligent Transportation System (ITS) architecture and install Vehicle Management Systems (VMS) at major roadways and intersections when appropriate.	CUUATS staff, cities and villages, Champaign County Emergency Management Agency (EMA), developers, Champaign County LEPC, law enforcement, MTD, University of Illinois
Create an evacuation plan for the region that would set the regional transportation system to be ready for efficiently performing evacuation in case of a natural or man-made disaster.	CUUATS staff, Cities and Villages, Champaign County EMA, LEPC, school districts, law enforcement, MTD
Coordinate with IDOT, Department of Homeland Security (DHS), and local agencies to ensure that up to date security features are installed at relevant regional transportation infrastructure.	CUUATS staff, DHS, IDOT, law enforcement, Cities and Villages, MTD, University of Illinois
Ensure robust and meaningful community engagement for communities to identify and develop solutions to the transition to a future with automated vehicles (AVs). This includes community engagement in developing AV regulations.	IDOT, CUUATS, Cities, Villages, University of Illinois, MTD
Incorporate traffic calming features to reduce speeding on area roadways, including natural landscaping to integrate sustainable mitigation measures.	CUUATS, cities and villages, IDOT, University of Illinois
When feasible, construct protected bike lanes when renovating existing bike lanes or reconstructing roadways that will include bike lanes.	IDOT, CUUATS, cities and villages, University of Illinois

Download: [CSV](#)

Safety Goal

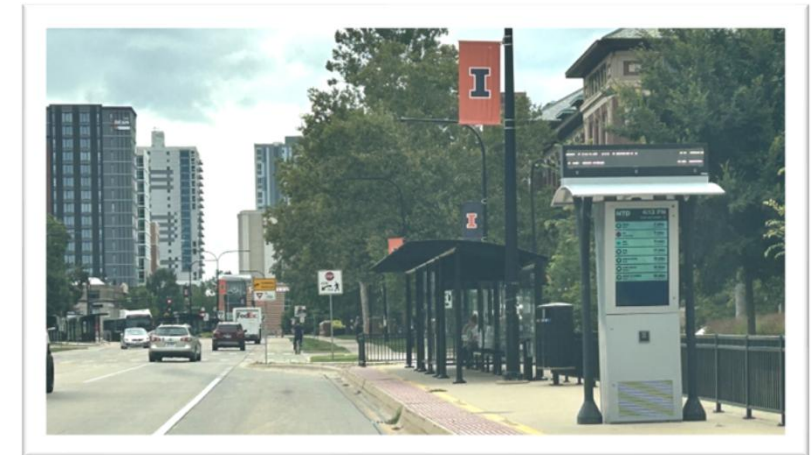
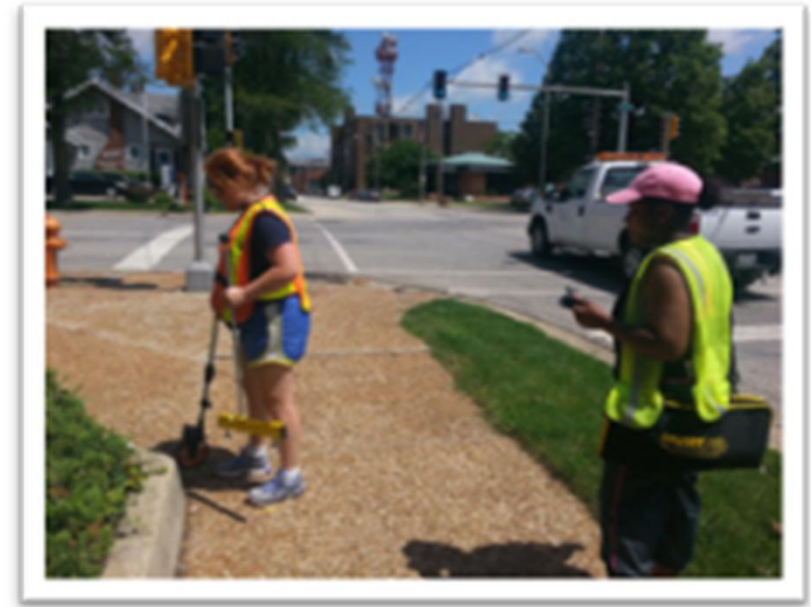
The metropolitan planning area transportation system will be maintained, preserved, and people and goods in the short term and to design and implement improvements to achieve goal of zero deaths and disabling injuries in the long term.

Objectives and Performance Measures

Safety Objectives	Data/Tools	Performance Measures
Reduce five-year rolling average of fatalities by 2 percent (from 8 in 2022 to less than 7 by 2030) in the Champaign-Urbana MPA.	IDOT Crash Data	Total fatalities
Reduce five-year rolling average of fatalities rate (per 100 million DVMT) by 5 percent (from 0.75 in 2022 to less than 0.5 by 2030) in the Champaign-Urbana MPA.	IDOT Crash Data	Total fatalities rolling average
Reduce five-year rolling average of number of A-injuries by 5 percent (from 100 in 2022 to less than 70 by 2030) in the Champaign-Urbana MPA.	IDOT Crash Data	Total A-injuries
Reduce five-year rolling average of serious injury rates (A-injuries per 100 million DVMT) by 5 percent (from 9 in 2022 to less than 6 by 2030) in the Champaign-Urbana MPA.	IDOT Crash Data	Total A-injury rolling average
Reduce five-year rolling average of number of pedestrian fatalities by 5 percent (from 2 in 2022 to 1 by 2025) in the Champaign-Urbana MPA.	IDOT Crash Data	Total Pedestrian average
Reduce five-year rolling average of number of pedestrian A-injuries by 2 percent (from 12 in 2022 to 10 by 2030) in the Champaign-Urbana MPA.	IDOT Crash Data	Total Pedestrian average
Reduce five-year rolling average of number of bicyclist fatalities by 5 percent (from less than 0.5 in 2022 to 0 by 2030).	IDOT Crash Data	Total Bicyclist average
Reduce five-year rolling average of number of bicyclist A-injuries by 5 percent (from 7 in 2022 to less than 5 by 2030) in the Champaign-Urbana MPA.	IDOT Crash Data	Total Bicyclist average
Reduce five-year rolling average of number of reportable injuries involving public transit by 25% by 2030 in the Champaign-Urbana MPA.	MTD transit safety PMS	Number of transit (five)
Reduce five-year rolling average of number of fatalities involving public transit by 25% by 2030 in the Champaign-Urbana MPA.	MTD transit safety PMS	Number of transit (five)
Reduce five-year rolling average of number of reportable safety events involving public transit by 30% by 2030 in the Champaign-Urbana MPA.	MTD transit safety PMS	Number of public transit

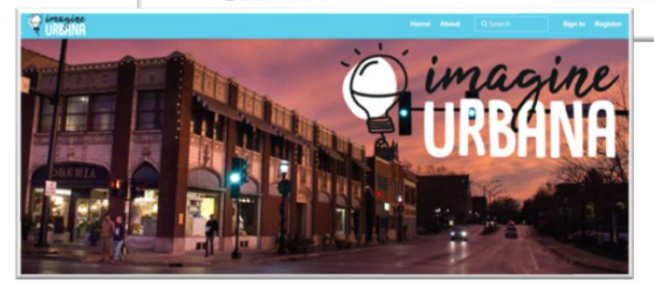
City of Urbana Goals

- Strategic Area #3: Infrastructure
 - Strategy: Improve quality of current infrastructure assets.
- LRTP related Goals:     
- LRTP related strategies:
 - Research and apply for infrastructure grant opportunities.
 - Continue annual sidewalk inventory and assessment.
 - Provide Complete Street connections to and between downtowns.
 - Promote strategic investment in disadvantaged areas that integrates residents' ideas into planning, development, and construction.



City of Urbana Goals

- Strategic Area #3: Infrastructure
 - Strategy: Increase investments in infrastructure equity.
- LRTP related Goals:
 - Safety
 - Reliability
 - Sustainability
 - Equity & Quality of Life
 - Connectivity
- LRTP related strategies:
 - Encourage improved accessibility to transportation options in economically disadvantaged areas utilizing tools such as CUUATS Access Score to inform decision-making.
 - Support projects that improve commute options for low-income workers.
 - Continue the expansion and connection of pedestrian and bicycle facilities, focusing on filling gaps in the existing network to ensure comprehensive access to essential services.



City of Urbana Goals

- Strategic Area #3: Infrastructure

- Strategy: Expand sustainable infrastructure within the community.

- LRTP related Goals:



- LRTP related strategies:

- Increase the percentage of new development that occurs through infill or redevelopment versus greenfield development.
- Increase accessibility to transit services by filling gaps in sidewalk connections.
- Determine the vulnerability of transportation infrastructure to climate change impacts and design transportation infrastructure to withstand and adapt to the climate of its intended lifespan.



City of Urbana Goals

- Strategic Area #4: Economic Health
 - Strategy: Support local businesses.

- LRTP related Goals:     
- LRTP related strategies:

- Continue to evaluate existing routes and service times to determine if transit service is meeting resident and/or worker demands, particularly in low-income areas, and identify areas for expansion of service where needed.
- Explore private/public partnerships to implement multimodal infrastructure improvements in specific locations that benefit surrounding businesses.

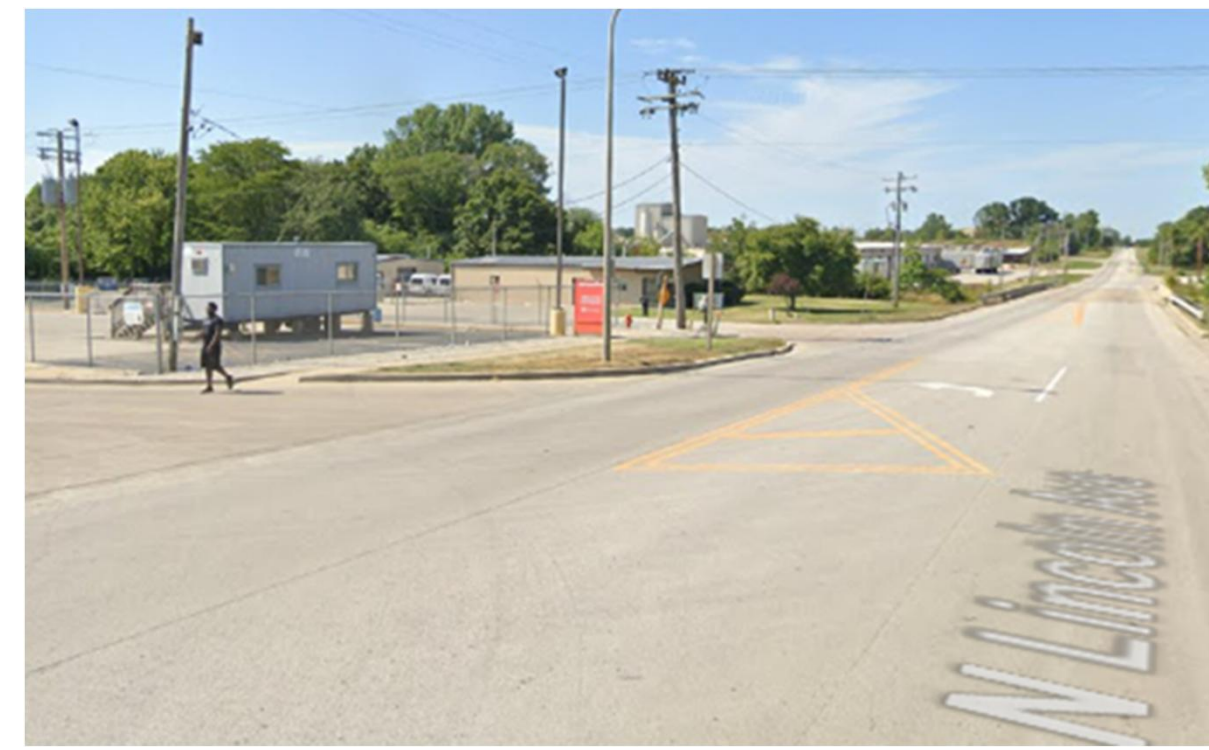
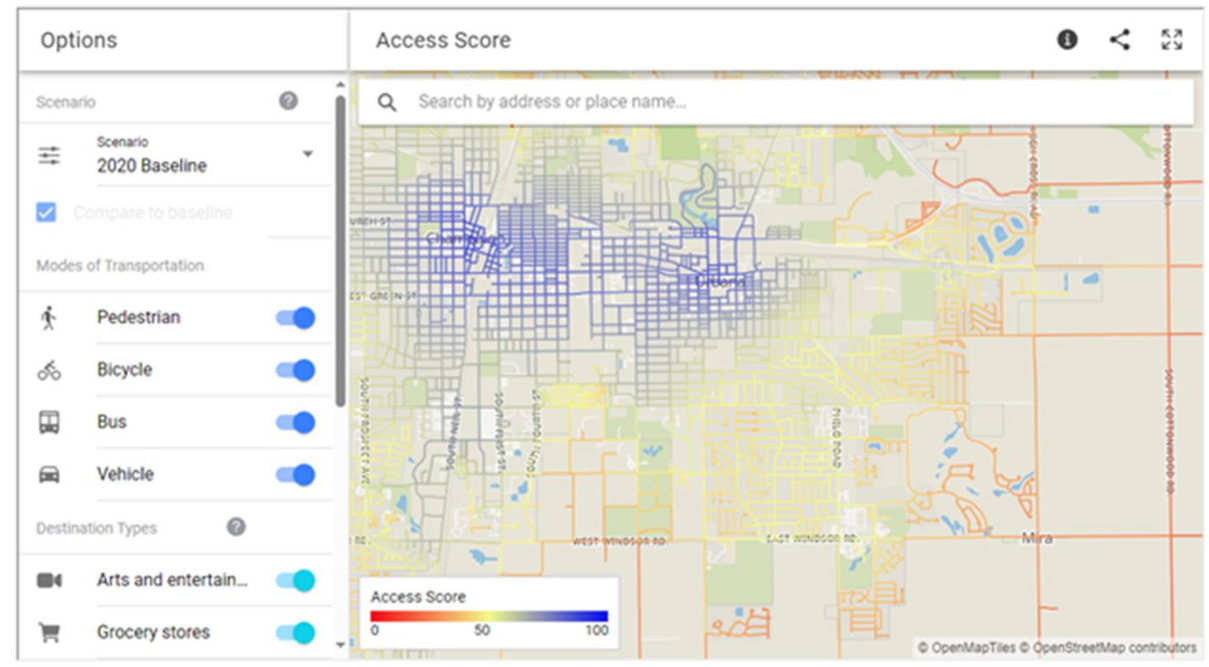


City of Urbana Goals

- Strategic Area #4: Economic Health
 - Strategy: Enhance employment opportunities in Urbana.

- LRTP related Goals:
 - Safety
 - Reliability
 - Sustainability
 - Equity & Quality of Life
 - Connectivity

- LRTP related strategies:
 - Promote transportation policies and projects that result in greater job creation.
 - Plan industrial subdivisions to efficiently connect employees, clients, and goods with existing transportation infrastructure (e.g., sidewalks, bike paths, transit, roads, freight routes, etc.).
 - Utilize data obtained from CUUATS Access Score to inform future development locations and recommendations.



City of Urbana Goals

- Strategic Area #4: Economic Health

- Strategy: Recruit new businesses and industries.

- LRTP related Goals:

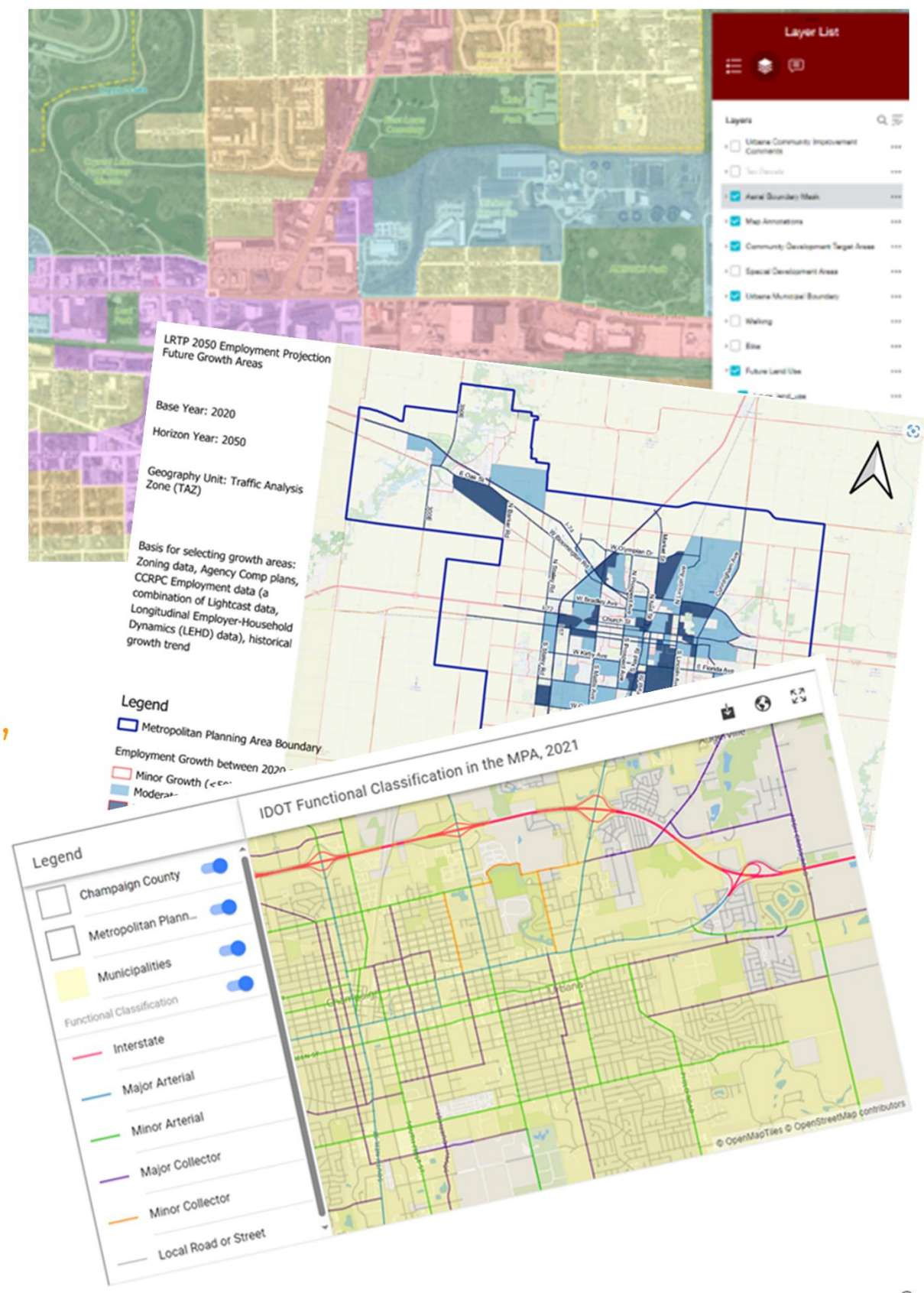


- LRTP related strategies:

- Reduce or eliminate minimum parking requirements, or set maximum parking limitations in some locations, such as near transit.

- Integrate transportation and land use planning to maximize the supply of development that can occur in accessible, multi-modal areas, in conjunction with pricing reforms that favor accessible locations.

- Provide transit service to areas of new residential, commercial and/or industrial development.



Vision

- LRTP 2045 Status
- Future Projects
- Scenario Modeling
- Funding
- Implementation

C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

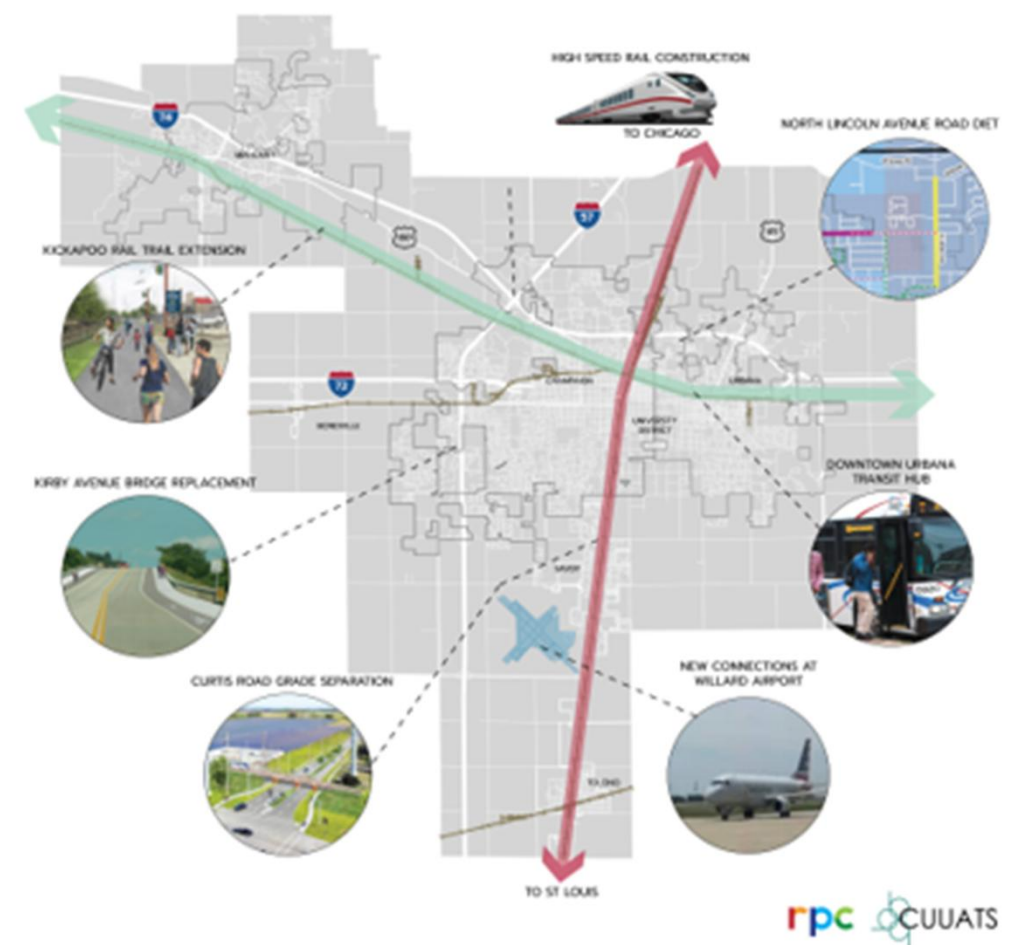
LRTP 2050 VISION

From 2023-2024, we gathered public comment from residents regarding changes to the local transportation system and transportation priorities for 2050. Based on that feedback and other input, this poster illustrates the collectively defined transportation goals that comprise the LRTP 2050 vision.

LRTP 2050 GOALS

Safety, Reliability, Sustainability, Quality of Life, Connectivity

Keep Everyone Protected	Make Every Trip Dependable	Make Every Mile Clean	Make the Community Vibrant	Make the System Comprehensive	SAMPLE PROJECTS
♥	★	▲	●	■	Complete Street: Duncan Road from Kirby Ave to Springfield Ave, construction starting 2026
♥	★	▲	●	■	Bridge replacement with bike/ped facilities: Kirby Avenue over I-57, construction starting 2026
♥	★	▲	●	■	Curtis Road grade separation: construction by 2030
♥	★	▲	●	■	Illinois Terminal expansion: construction expected to begin in 2025
♥	★	▲	●	■	Increase regional ADA sidewalk and curb ramp compliance: ongoing
♥	★	▲	●	■	Urbana Equity and Quality of Life projects: sidewalk and street lighting gap construction ongoing
♥	★	▲	●	■	Increased car and bike share options to make driving more affordable: ongoing
♥	★	▲	●	■	Willard Airport new connections: local fundraising continues
♥	★	▲	●	■	High speed rail: competing with other alignments between Chicago and St. Louis; looking for funding
♥	★	▲	●	■	Kickapoo Rail Trail from Urbana to Mahomet: looking for funding
♥	★	▲	●	■	Road Dist: North Lincoln Ave from south of Wascher Dr to north of Kibbey St; looking for funding
♥	★	▲	●	■	Transit hub in downtown Urbana: looking for location and funding
♥	★	▲	●	■	Hydrogen fuel cell infrastructure: MTD hydrogen fueling station expansion; looking for funding
♥	★	▲	●	■	Electric vehicle charging infrastructure: looking for funding and location opportunities
♥	★	▲	●	■	Rural transit service: connecting rural residents with jobs, shopping, and healthcare
♥	★	▲	●	■	Autonomous vehicles: increasing trend to reduce greenhouse gases, increase safety, and provide travel options for residents



Upcoming projects for City of Urbana

Complete Streets projects:

- Lincoln Avenue from Wascher Drive to Killarney Drive
- Florida Avenue from Wright Street to Hillcrest Drive

Other agencies with projects impacting Urbana:

- Pennsylvania Avenue from Urbana city limit east to Lincoln Avenue (University of Illinois)
- MTD transit center in Urbana
- MTD hydrogen bus fleet growth (sustainability)
- US 150/IL 130 from University Avenue to IL 130 (ADA improvements)

Bicycle/Pedestrian projects:

- Baker's Lane Shared Use Path
- Florida Avenue Shared Use Path



North Lincoln Avenue

- Regionally Significant Project
- Future Projects list (before 2030)

- Related Goals:     

- Related Objectives:
 - Safety: Reduce pedestrian and bicyclist fatalities and injuries.
 - Sustainability: Increase share of active transportation modes used to commute to work.
 - Equity & Quality of Life: Maintain or improve multimodal accessibility for affordable housing locations by 2030.
 - Connectivity: Complete Streets

PROJECT PROFILES

North Lincoln Avenue from Wascher to Killarney Improvements



Lincoln Avenue draft renderings (Source: City of Urbana Capital Improvements Plan FY 25-29)

Lead Agency: City of Urbana

Other Agencies: USDOT

TIP Project #: UR-24-07

Timeline:
Construction anticipated in 2027

Description:
Pavement rehabilitation with road diet from 4 lanes to 3 lanes and addition of either on-street bike lanes or a shared use path. Improved traffic signals, street lights, and bus stops. New mid-block pedestrian cross walks.

Additional details:
City of Urbana FY 25-29 Capital Improvements Plan:
<https://urbanaillinois.us/departments/public-works/about-public-works/engineering/capital-improvement-plan>



Florida Avenue

- Regionally Significant Project
- Future Projects list (before 2030)

- Related Goals:     

• Related Objectives:

- **Safety:** Reduce pedestrian and bicyclist fatalities and injuries.
- **Reliability:** Improve the Access Score to groceries, healthcare and jobs for bicyclists and pedestrians in the MPA by 2030.
- **Sustainability:** Increase share of active transportation modes used to commute to work.
- **Connectivity:** Increase mileage of bike facilities.

PROJECT PROFILES

Florida Avenue from Wright Street to Hillcrest Drive Improvements



Florida Avenue draft rendering (Source: City of Urbana Capital Improvements Plan FY 25-29)

Lead Agency: **City of Urbana**

Other Agencies: **USDOT, IDOT**

TIP Project #: **UR-23-06**

Timeline:
Construction anticipated before FY 2030; could be accelerated if grant funds obtained.

Description:
Pavement rehabilitation, new and replacement traffic signals, improved bus stops, and a new shared use path (separate project)

Additional details:
City of Urbana FY 25-29 Capital Improvements Plan:
<https://urbanaindinois.us/departments/public-works/about-public-works/engineering/capital-improvement-plan>

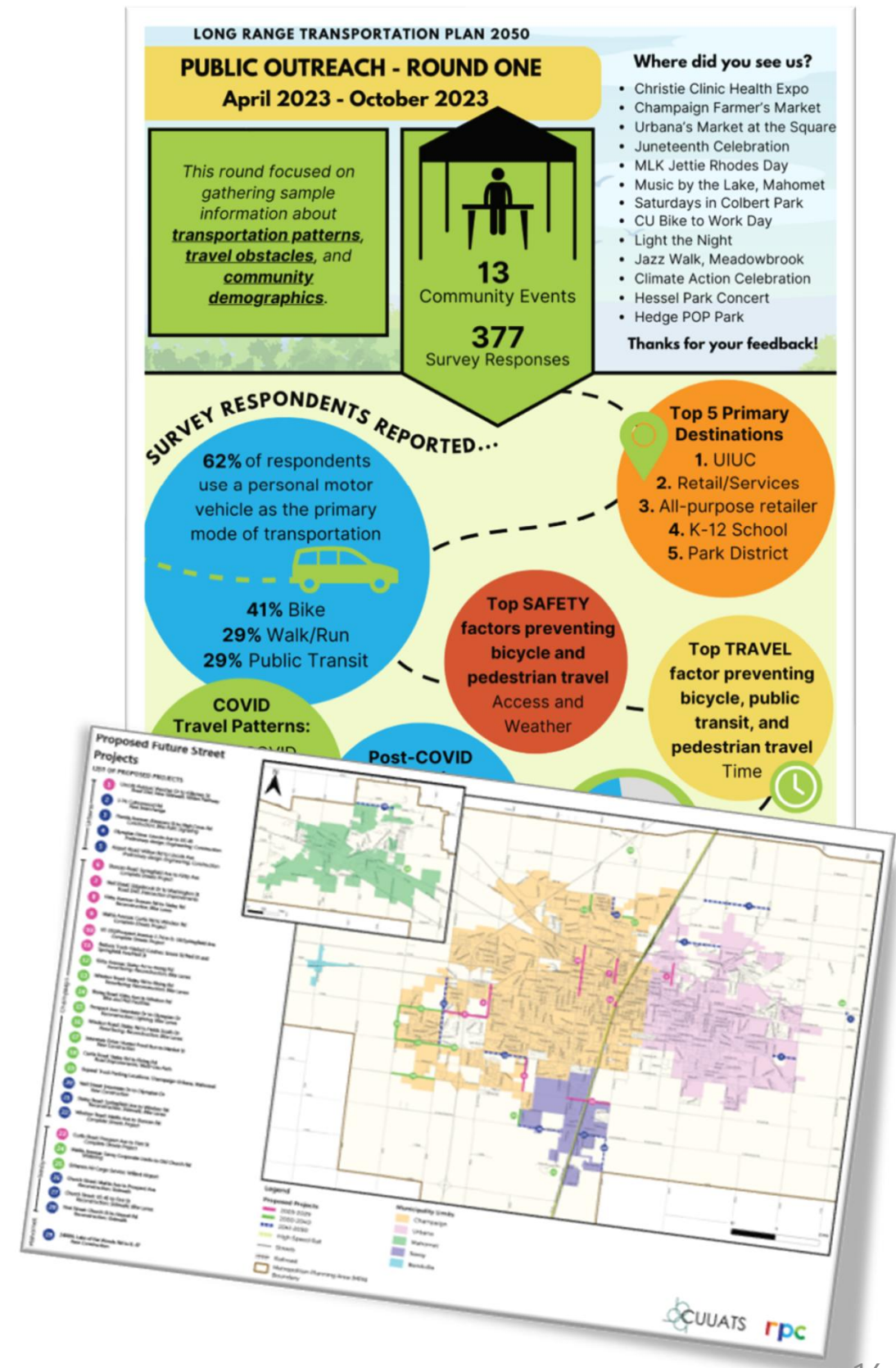


Illustrative Projects

- Curtis Road from First Street to Philo Road (complete street)
 - Race Street from Windsor Road to Curtis Road (shared use path)
 - Philo Road from Windsor Road to Curtis Road (shared use path)
- Coler Avenue from Green Street to Main Street (pavement and bridge rehab)
- Florida Avenue (pavement rehab)
- Cottage Grove Avenue (pavement rehab)
- Philo Road (pavement rehab)
- Pennsylvania Avenue (pavement rehab)
- Lincoln Avenue north and south of Somer Drive (road reconstruction)

Public Outreach

- **Phase 1 – April through October 2023**
 - Transportation patterns, travel obstacles, and community demographics
 - Attended 13 community events with surveys and maps
- **Phase 2 – April through July 2024**
 - Goals, future project priorities
 - Attended 12 community events with surveys and maps
 - Special survey distribution through Division of Management Information in July
- **Phase 3 – September 16 through November 8, 2024**
 - Review draft plan, agency presentations, public comment



City of Urbana Outreach

CUUATS Staff attended public events in Urbana to gather input on obstacles to transportation, priorities, and potential future projects

- Marathon Expo (2023, 2024)
- Jazz Walk at Meadowbrook Park (2023)
- Urbana Market at the Square (2023, 2024)
- Jettie Rhodes Neighborhood Day (2023, 2024)
- Climate Action Celebration at Crystal Lake Park (2023)
- Urbana Park District Neighborhood Nights at Crestview Park (2024)



Next Steps

C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

- **Public Involvement Round 3**
 - 30-day public review period **September 16 – October 15**
 - Present to CUUATS member agency councils/boards and other agencies upon request between **September 16 and November 12**
 - CUUATS staff will organize all comments received since 2023 and distribute to relevant agencies
- **Final Steering Committee meeting #8 on November 22**
- **Approval by CUUATS Technical and Policy Committees in December 2024**



Thank you!

C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

City of Urbana
November 12, 2024





MEMORANDUM TO THE COMMUNITY DEVELOPMENT COMMISSION

Meeting: December 2, 2024 Committee of the Whole

Subject: A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Parker Glen Phase II, FY 2024-2025)

A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc. FY 2024-2025)

Summary

Action Requested

City Council is being asked to approve the two attached resolutions. The first Resolution authorizes the execution of a HOME Consortium Subrecipient Agreement on behalf of the City of Champaign, Illinois. The second Resolution authorizes the execution of a Home Consortium Rental Housing Developer Agreement with Woda Cooper Companies, Inc.

Brief Background

The attached Resolutions authorize staff to execute agreements with the City of Champaign and Woda Cooper Companies, Inc. for the development of affordable housing as part of the Parker Glen Phase II development project. Under the terms of the agreements, which are included in this packet, the Urbana HOME Consortium will commit up to \$50,000 in City of Champaign HOME funds for the construction of two residential buildings comprised of 56 one-, two-, and three-bedroom apartments. The affordable housing development will be located in the City of Champaign.

Discussion

Impact on Core Services

There will be no impact on core City services as a result of executing these agreements.

Strategic Goals & Plans

The completion of Parker Glen Phase II will further the City's affordable housing goals as described in the [City of Urbana and Urbana HOME Consortium Consolidated Plan for FY 2020-2024 and Annual Action Plan for FY 2024-2025](#).

Previous Council Actions

The Urbana HOME Consortium has invested City of Champaign HOME funds into affordable housing developments before. Most recently, Council approved Resolutions [2024-08-056R](#) and [2024-08-057R](#) committing up to \$1,043,000 in Champaign HOME funds to Bristol Place Seniors Residences.

Additional Background Information

The funds committed under the terms of the enclosed agreements come from the City of Champaign’s portion of prior year HOME funds. The funds were designated to the City of Champaign in the Urbana HOME Consortium’s 2024-2025 Annual Action Plan, pursuant to United States Department of Housing and Urban Development (HUD) regulations. As lead entity of the Urbana HOME Consortium, the City of Urbana is responsible for executing all HOME program agreements.

The total project cost for Parker Glen is estimated to be \$18,757,552. The City of Champaign and Woda Cooper Companies, Inc. are required to contribute a minimum of \$12,500 in matching funds to this project.

The maximum tenant income cannot exceed eighty percent (80%) of area median income as established annually by HUD. Monthly rent cannot exceed the Low HOME rent limit as published annually by HUD:

# Of Bedrooms	Low HOME Rent
1	\$846
2	\$967
3	\$1,335

Rents must conform to HUD’s rental limits during the Affordability Period established under the terms of the agreements. The affordability period under this agreement is twenty (20) years.

Recommendation

Staff recommends that City Council approve the two attached resolutions.

Next Steps

If Council approves the Resolutions, staff will execute the subrecipient agreements. The anticipated construction start date is April 2025, with a target completion date of June 2026.

Attachments

1. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Parker Glen Phase II, FY 2024-2025)

2. Urbana HOME Consortium Subrecipient Agreement Regarding the Use of HOME Funds on Behalf of the City of Champaign, Illinois (Parker Glen Phase II, FY 2024-2025)
3. A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc., FY 2024-2025)
4. Urbana HOME Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc., LP FY 2024-2025)

Originated by: Breaden Belcher, Grants Division Manager

Reviewed: William Kolschowsky, Senior Management Analyst/Assistant to the City Administrator

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT
REGARDING THE USE OF HOME FUNDS ON BEHALF OF THE CITY OF
CHAMPAIGN, ILLINOIS**

(Parker Glen Phase II, FY 2024-2025)

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached Urbana HOME Consortium Subrecipient Agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the *City of Urbana and Urbana HOME Consortium* (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan.

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

Section 1. That the Urbana City Council hereby approves the attached Subrecipient Agreement in substantially the same form as attached hereto.

Section 2. That the Subrecipient Agreement regarding the use of HOME funds on behalf of the City of Champaign, Illinois, in substantially the form of the copy of said Subrecipient Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 3. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same

is authorized to attest to said execution of said Subrecipient Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

**URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT REGARDING THE
USE OF HOME FUNDS ON BEHALF OF THE CITY OF CHAMPAIGN, ILLINOIS**

(Parker Glen Phase II, FY 2024-2025)

This **SUBRECIPIENT AGREEMENT** is entered into and shall be effective as of the _____ day of _____, _____, by and between the City of Urbana, Illinois, hereinafter referred to as ("URBANA"), lead entity for the Urbana HOME Consortium, and the City of Champaign, hereinafter referred to as ("CHAMPAIGN"), a member of the Urbana HOME Consortium and a subrecipient of HOME funds.

WITNESSETH:

WHEREAS, the National Affordable Housing Act ("Act") makes possible the allocation of HOME Investment Partnerships funds to the Urbana HOME Consortium for the purpose of undertaking only housing activities specified in Title II of the Act; and

WHEREAS, units of local government had conferred upon them the following powers by Article VII, Section 10, of the 1970 Illinois Constitution:

"(A) Units of local government and school districts may contract or otherwise associate themselves, with the State, with other States and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities"; and

WHEREAS, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) provide as follows:

"Section 3. INTERGOVERNMENTAL AGREEMENTS. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State and jointly with any public agency or any other State or of the United States to the extent that laws of such other State or of the United States do not prohibit joint exercise or enjoyment."

"Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may 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 part to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties".

WHEREAS, the parties hereto have authorized the execution of this AGREEMENT, as an exercise of their respective powers and other governmental authority, and, as an exercise of their Intergovernmental cooperation authority under the Constitution and statues of the State of Illinois; and

WHEREAS, URBANA, CHAMPAIGN and CHAMPAIGN COUNTY have entered into a Cooperative Agreement to form the Urbana HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, URBANA is the lead agency of the Consortium, and is designated by HUD as the HOME Participating Jurisdiction; and

WHEREAS, URBANA and CHAMPAIGN have typically entered into Subrecipient Agreements that allow CHAMPAIGN to disburse a proportionate amount of the HOME funds received annually on projects in the City of Champaign on behalf of the Consortium; and

WHEREAS, due to the nature of the anticipated use of funds stemming from Grant Numbers M-23-DC-17-0217 (FY 2023-2024 HOME Allocation), and M-24-DC-17-0217 URBANA and CHAMPAIGN have determined that it is mutually beneficial to have URBANA disburse HOME funds for HOME-eligible activities in the City of Champaign; and

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.

1. BUDGET & USE OF HOME FUNDS / SCOPE OF SERVICES

CHAMPAIGN agrees that URBANA shall take full responsibility for committing and expending HOME funds not to exceed \$50,000 stemming from the Urbana HOME Consortium's HOME Program allocations from Fiscal Years 2023-2024, and 2024-2025. URBANA agrees to commit these funds to the new construction of affordable rental units as part of Parker Glen Phase II ("PROJECT"). The units assisted with HOME funds through the funds governed by this AGREEMENT ("CITY HOME ASSISTED UNITS) shall be established as specific units with fixed addresses.

2. Responsibilities

- a. CHAMPAIGN agrees to undertake and be responsible for completing the following actions related to HOME requirements as part of the PROJECT. CHAMPAIGN will submit to URBANA evidence that CHAMPAIGN has completed all the responsibilities outlined below and ensure that it meets requirements of the HOME Program.
- i. Property Standards: CHAMPAIGN agrees to inspect the units identified as the CITY HOME ASSISTED UNITS among the newly constructed rental units to ensure that they are maintained in accordance with the minimum property standards as established by CHAMPAIGN. An inspection of the CITY HOME ASSISTED UNITS must be completed within twelve (12) months after issuance of the certificates of occupancy for the units. Inspections must be undertaken at least annually thereafter, or upon request by URBANA. Reports must be submitted to URBANA following any inspections of the CITY HOME ASSISTED UNITS.
 - ii. Affirmative Marketing: CHAMPAIGN agrees to affirmatively market the CITY HOME ASSISTED UNITS available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status, or disability, in accordance with URBANA's HOME Affirmative Marketing Standards. CHAMPAIGN agrees to undertake the following, or to ensure that the following are completed by the developer, contractor, or subcontractor, with regards to affirmative marketing:
 1. Use the Equal Housing opportunity logo in all advertising;
 2. Display a Fair Housing poster in the rental office;
 3. Where appropriate to advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
 4. Maintain files of the project's affirmative marketing activities for five (5) years and provide access thereto to URBANA's staff;
 5. Not refrain from renting to any participating tenant holding a Section 8 Housing Choice Voucher, except for good cause, such as previous failure to pay rent and/or maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy;

6. Comply with Section 8 Housing Choice Voucher regulations when renting to any participating tenant;
 7. Exercise affirmative marketing of the units when vacated;
 8. Complete the Urbana HOME Consortium Affirmative Marketing Plan, attached to this agreement as Exhibit A.
- iii. Match: CHAMPAIGN must submit documentation of qualified matching funds and source of funds to URBANA in accordance with the HOME Program requirements at 24 CFR 92.220. Qualified matching funds must total at least **\$12,500.**
- b. URBANA agrees that it shall be responsible for satisfying all other requirements of the HOME Program related to the commitment and expenditure of HOME funds as part of the PROJECT, as well as monitoring of the PROJECT at regular intervals following completion.

3. Miscellaneous Provisions

- a. This AGREEMENT may not be amended without URBANA approval. Any amendment to this AGREEMENT must be in writing and signed by a duly authorized representative of both organizations. Such amendment(s) shall not invalidate this AGREEMENT, nor relieve or release URBANA or CHAMPAIGN from its obligations under this AGREEMENT. However, URBANA may amend this AGREEMENT without **CHAMPAIGN** approval, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this AGREEMENT, such modifications will be incorporated only by written amendment signed by both URBANA and CHAMPAIGN.
- b. This AGREEMENT is made subject to financial assistance agreements between URBANA and the United States Department of Housing and Urban Development (HUD), with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- c. Unless determined by the URBANA pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect for the Affordability Period of the PROJECT as required by Federal regulation under the HOME Program, and as required by applicable record keeping requirements.
- d. Funds identified as Program Income and collected by URBANA shall be accounted for and reported to HUD as required by Federal regulations. URBANA shall be permitted to use Program Income stemming from the funds referred to in Section 1 of this AGREEMENT on projects or activities of its choosing.

- e. If any provision of this AGREEMENT is invalid for any reason, such invalidation shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, and to this end the provisions of this AGREEMENT are to be severable.
- f. The section headings of this AGREEMENT are for convenience and reference only and in no way define, limit, or describe the scope or intent of this AGREEMENT, and should be ignored in construing or interpreting this AGREEMENT.

4. **Enforcing of Agreement**

A default shall consist of failure to undertake the responsibilities identified in Section 2 of this AGREEMENT. Upon due notice to CHAMPAIGN of the occurrence of any such default and the provision of a reasonable opportunity to respond, URBANA may take one or more of the following actions:

- a. Direct CHAMPAIGN to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- b. Direct CHAMPAIGN to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- c. Reprogram HOME funds that have not yet been expended from the PROJECT to other eligible activities or withhold HOME Program funds from the PROJECT;
- d. Suspend disbursement of HOME Program funds for the PROJECT;
- e. Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the AGREEMENT and any other available remedies.

For purposes of this AGREEMENT, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by CHAMPAIGN of URBANA'S written notice of default. No delay or omission by URBANA and/or HUD in exercising any right or remedy available to it under the AGREEMENT shall impair any such right, remedy, or constitute a waiver or acquiescence in any CHAMPAIGN default.

Unless CHAMPAIGN's default is waived, URBANA may terminate this AGREEMENT for said default. Waiver by URBANA of CHAMPAIGN'S default under this AGREEMENT shall not be deemed to be a waiver of any other default nor shall it be termination notice.

CITY OF URBANA

By: _____
Diane Wolfe Marlin, Mayor

Date: _____

Attest: _____

Date: _____

CITY OF CHAMPAIGN

By: _____
Title:

Date: _____

Attest: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN URBANA HOME CONSORTIUM RENTAL HOUSING DEVELOPER AGREEMENT

(Woda Cooper Companies, Inc. FY 2024-2025)

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached Rental Housing Developer Agreement is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low- and Moderate-Income Households described in the *City of Urbana and Urbana HOME Consortium (Champaign/Urbana/Champaign County) FY 2020-2024 Consolidated Plan*.

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

Section 1. That the Urbana City Council hereby approves the attached Developer Agreement in substantially the same form as attached hereto.

Section 2. That the Developer Agreement providing up to \$50,000 in HOME Program funds for the creation of one (1) affordable rental unit, between the City of Urbana, on behalf of the Urbana HOME Consortium, and Woda Cooper Companies, Inc. in substantially the same form of the copy of said Developer Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 3. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same

is authorized to attest to said execution of said Developer Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

This instrument was prepared by:

City of Urbana, Grants Division
400 S. Vine Street
Urbana, IL 61801

After recording, return to:

City of Urbana, Grants Division
400 S. Vine Street
Urbana, IL 61801
Attn: Breaden Belcher, Manager

**URBANA HOME CONSORTIUM
RENTAL HOUSING DEVELOPER AGREEMENT**
Woda Cooper Companies, Inc. FY 2024-2025

THIS RENTAL HOUSING DEVELOPER AGREEMENT is made by and between the City of Urbana, Illinois, a municipal corporation of the State of Illinois (“LENDER”), having its principal offices at 400 S. Vine Street, Urbana, IL 61801, and **Woda Cooper Companies, Inc.**, having a principal place of business at 500 S Front St., 10th Floor, Columbus, OH 43215 (“BORROWER”).

BACKGROUND

The Congress of the United States has enacted the Cranston- Gonzalez National Affordable Housing Act of 1990, 42 U.S.C. 12701, *et seq.* (the “National Affordable Housing Act”), which created the HOME Investment Partnerships Program (“HOME Program”) to provide funds to state and local governments for affordable housing assistance that is most appropriate for local needs.

The City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U. S. Department of Housing and Urban Development (“HUD”) for purposes of receiving HOME funds in the name of the Urbana HOME Investment Partnerships Consortium (the “HOME Consortium”) under provisions of Title II of the National Affordable Housing Act.

The BORROWER desires to serve as an owner, borrower and developer of an affordable rental housing development within the City of Champaign.

The LENDER, as a member of the Urbana HOME Consortium, has authority under the provisions of the HOME Program to provide financial assistance for the development of a mixed-income, affordable residential rental development.

The BORROWER has submitted a proposal to the LENDER for assistance to construct a number of affordable rental dwelling units (the “PROJECT”) on a property (the “PROPERTY”) commonly known as Paker Glen Phase II, and more particularly described in the legal description included as Exhibit A.

The LENDER has reviewed said proposal and has conducted an evaluation of said PROJECT, including a comprehensive review of the site and building plans that will achieve the minimum property standard, as established by the LENDER, as part of said PROJECT and an estimated total cost of said PROJECT.

The LENDER has determined that the PROJECT is eligible for funding under the HOME Program.

The BORROWER has been fully informed regarding any and all requirements, and obligations that must be met by the PROJECT in order to utilize HOME Program funds, including but not limited to the requirement that, after construction, the dwelling unit(s) must remain affordable to low-income households (eighty percent (80%) of area median income as established by HUD) for a period of 20 years from the date the PROJECT has achieved full initial occupancy, in accordance with 24 CFR Part 92, Sections 92-203 and 92-251 through and including 92-253. The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.

The BORROWER, after said evaluation and assessment of the PROJECT by the LENDER, and having been fully informed regarding the requirements of the HOME Program, is committed to commencing construction of said PROJECT on or before April 25, 2025, and with the assistance of HOME Program funds, completing construction on or before June 30, 2026, in accordance with the Project Completion Schedule in Exhibit C. The BORROWER has made necessary arrangements to provide any required matching private contribution towards the cost of said PROJECT.

The loan is evidenced, secured and governed by, among other things: (a) the Note, (b) the Mortgage of even date herewith executed by BORROWER and recorded on in the Recorder's Office of Champaign County ("Mortgage"), (c) this Rental Housing Agreement entered into by BORROWER and LENDER dated as of even date herewith, such agreement being on file at the offices of the City, and (d) the Regulatory and Land Use Restriction Agreement. The Regulatory and Land Use Restriction Agreement, the Project Agreement, the Note, the Mortgage, and all other documents executed by Borrower which evidence, govern or secure the Loan are each referred to as a "LOAN DOCUMENT" and collectively referred to as the "LOAN DOCUMENTS."

Therefore, the parties agree as follows.

USE of HOME Funds

The LENDER shall lend the BORROWER an amount not to exceed **\$50,000** (from the LENDER's federal HOME Program allocation from Fiscal Years 2023-2024, and 2024-2025 to assist with the construction of one (1) affordable rental dwelling units (the "CITY HOME ASSISTED UNITS") out of a total of fifty (50) dwelling units (the "PROJECT HOME ASSISTED UNITS") in the PROJECT that will be assisted with HOME funds on the PROPERTY. The PROPERTY is legally described in Exhibit A, which is attached to this agreement. The BORROWER shall comply with the following requirements:

- a.) Complete work on the PROJECT in accordance with the following documents:
 1. Scope of Work/Project Description including the schedule attached hereto as Exhibit B.

2. The Budget, attached hereto as Exhibit C.
 3. The plans, drawings and specifications, as submitted to, and after the date hereof, approved by, the City of Champaign.
- b.) After the date hereof, secure legal possession of the PROPERTY by means of fee simple title.

HOME PROJECT Requirements

The BORROWER shall comply with all income determinations and affordability requirements of the HOME Program for each CITY HOME ASSISTED UNIT described in subsection d of this section, as set forth in 24 CFR 92.203 and 92.252, as amended. The BORROWER shall determine whether each family is income eligible by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. The CITY HOME ASSISTED UNITS in a rental housing project must be occupied only by households that are eligible as low-income families (eighty percent (80%) of area median income as established by HUD) and must meet the affordability requirements as described more fully in 24 CFR 92.252(e). The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.

- a.) Affordability Period: For **twenty (20)** years following PROJECT completion in HUD's Integrated Disbursement and Information System ("the Affordability Period"), the BORROWER shall restrict the use of the CITY HOME ASSISTED UNITS to "affordable housing."
- b.) Maximum Tenant Income: The maximum income for households residing in the CITY HOME ASSISTED UNITS cannot exceed eighty percent (80%) of the area median income, adjusted by family size, as defined annually by HUD. The gross annual household income of initial occupants of any CITY HOME ASSISTED UNIT must not exceed fifty percent (50%) of area median income as established by HUD.
- c.) Rent Limitations: The gross rent for all CITY HOME ASSISTED UNITS (base rent plus applicable utility allowance computed in accordance with Section 42 of the Internal Revenue Code, 26 U.S.C. § 42, and applicable HOME regulations, as amended, and defined by the Urbana HOME Consortium) cannot exceed the maximum Low HOME Rents as published annually by HUD, and issued annually by the LENDER. The initial monthly rent for each unit cannot exceed

# of Bedrooms	High HOME Rents	Low HOME Rents
1	\$871	\$846
2	\$1,030	\$967
3	\$1,335	\$1,089

BORROWER must obtain permission from the LENDER prior to changing the monthly rent at the CITY HOME ASSISTED UNITS. BORROWER must provide tenants of those units not less than 30 days prior written notice before implementing any increase in rents.

Due to the use of 9% LIHTC, the Low HOME rent limits for the CITY HOME ASSISTED UNITS are subject to the lesser of the Low HOME rent or tax credit limit, while the High HOME rent limits for the CITY HOME ASSISTED UNITS are subject to the lesser of the High HOME rent or tax credit limit. The rent may be raised to a Federal or State rental assistance program limit only if the tenant pays no more than 30 percent of adjusted income, the subsidy is project-based, and the tenant's income is less than 50 percent of the area median income.

- d.) CITY HOME ASSISTED UNIT Designation: The parties have designated one (1) floating units as the CITY HOME ASSISTED UNITS. The units that are designated as the CITY HOME ASSISTED UNITS may change over time, as long as the total number of CITY HOME ASSISTED UNITS is no greater or less than one (1) at any given time. The CITY HOME ASSISTED UNITS shall remain comparable to the non-assisted units over the affordability period in terms of size and features included in other units.
- e.) Increases in Tenant Income: When the income of a tenant occupying a Low HOME rent unit increases over 50 percent of the area median income, but does not exceed 80 percent of the area median income, the unit that is occupied by the over-income tenant is considered a Low HOME rent unit until a comparable unit can be substituted. The rent of the tenant whose income has gone above 50 percent of area median income must not exceed the Low HOME rent limit while the unit has a Low HOME rent unit designation. To restore compliance, the BORROWER must rent the next available High HOME rent unit to a very low-income tenant. The unit is redesignated as a Low HOME rent unit. Once this unit has been redesignated as a Low HOME rent unit, the unit with the over-income tenant may be redesignated as a High HOME unit, and the tenant's rent may be increased up to the High HOME rent limit for the unit. This process should not increase the number of assisted units. When a tenant's income increases above 80 percent of the area median income, the tenant's rent must be adjusted so that the over-income tenant pays 30 percent of its adjusted income for rent and utilities; rent is capped at market rent for comparable, unassisted units in the neighborhood in projects with floating HOME units. If the loan is being made available for units that have been allocated a low-income housing tax credit by IHDA pursuant to Section 42 of the Internal Revenue Code, and if and so long as applicable regulations under the HOME Program allow an exemption, such rental increase requirements will defer to the requirements of the low-income housing tax credit. This rule only applies to over-income tenants in existing assisted units. BORROWER may not defer to LIHTC rents in HOME units when initially developing assisted units. When tenants receive additional subsidy through rental assistance programs such as Section 8, HOME requirements shall be followed, which allow the rent to be raised to the rental assistance program limit only if the tenant pays no more than 30% of adjusted income, the subsidy is project-based (not tenant-based), and the tenant's income is less than 50% of the area median income.
- f.) Leasing: All leases between the BORROWER and tenants residing in a CITY HOME ASSISTED UNIT will be for not less than one (1) year in duration and will comply with and not contain any lease provisions prohibited by 24 CFR 92.253, as amended. BORROWER may not terminate the tenancy or refuse to renew the lease of a tenant in a

CITY HOME ASSISTED UNIT except in the circumstances identified in 24 CFR 92.253(c). BORROWER must adopt written tenant selection policies and criteria for the PROJECT that meet the requirements listed at 24 CFR 92.253(d).

- g.) Certification of Tenants' Income: The BORROWER shall submit or cause to be submitted to the LENDER within ninety (90) days of its fiscal year end the income records of all tenants that are or have been occupying CITY HOME ASSISTED UNITS within the preceding twelve (12) months, and verifying that those tenants meet the income guidelines set forth herein, or in the case of existing tenants in said CITY HOME ASSISTED UNITS whose income has increased above eighty percent (80%) of area median income, as defined annually by HUD, that the BORROWER has complied with applicable HOME Program regulations in filling the next available vacant units. BORROWER shall calculate tenant or potential tenant income using the Part V (Section 8) Method, while calculating income from assets as required by the HOME PROGRAM. Recertification of tenant income shall be done in accordance with the more stringent of either the HOME PROGRAM or LIHTC Program requirements.
- h.) Non-Discrimination Against Subsidy Holders: The BORROWER shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, disability, familial status or national origin.
- i.) Matching Funds: Matching funds in at least the amount of \$12,500 must be provided by the BORROWER.

Other Program Requirements

The BORROWER shall comply with requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, and any related rules and regulations; all requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended, the HUD regulations issued hereunder; 24 CFR, Subtitle A, Part 1, as amended, and the HUD requirements pursuant to these regulations; and Executive Order 11063.

In accordance with all rules and regulations issued by HUD under Section 504 of the Rehabilitation Act of 1973, the BORROWER shall not discriminate against any person on the basis of his or her disabilities.

The BORROWER shall comply with any rules and regulations issued by HUD under the Age Discrimination Act of 1975, (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, as amended.

The BORROWER shall cooperate with the LENDER and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations, as amended.

The BORROWER shall comply with the affirmative marketing requirements as enumerated in the Affordable Marketing Plan in Exhibit D.

The BORROWER shall comply with the requirements of 24 CFR Part 92 Subpart F, as amended, as applicable to this project.

Property Standards

During the Affordability Period, the BORROWER shall maintain all CITY HOME ASSISTED UNITS in accordance with the minimum property standards as established by the LENDER. The BORROWER shall meet all applicable State and local construction codes, rehabilitation standards, and zoning ordinances at the time of PROJECT completion. All CITY HOME ASSISTED UNITS must meet the accessibility requirements of 24 CFR Part 8, as amended, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). Covered multifamily dwellings, as defined in 24 CFR 100.201, must also meet the design and construction requirements of 24 CFR 100.205, as amended, which implements the Fair Housing Act (42 U.S.C. 3601-3619). All CITY HOME ASSISTED UNITS must meet the property standards in 24 CFR 92.251 and the lead-based paint requirements of 24 CFR Part 35, subparts A, B, J, K, M and R, as amended. The CITY HOME ASSISTED UNITS must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

The BORROWER shall allow periodic inspections of the CITY HOME ASSISTED UNITS during normal business hours and upon reasonable notice to ensure that the property condition remains in accordance with the applicable standards listed in this agreement for the duration of the Affordability Period.

Federal Program Requirements

- a.) Affirmative Marketing of Rental or Vacant Units: The BORROWER shall affirmatively market any CITY HOME ASSISTED UNIT available for rent or purchase in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability. The BORROWER agrees, in soliciting tenants, to do the following:
- 1) Use the Equal Housing Opportunity logo in all advertising;
 - 2) Display a Fair Housing poster in the rental and sales office;
 - 3) Where appropriate to advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
 - 4) Maintain files of the PROJECT'S affirmative marketing activities for five (5) years and provide access thereto to the LENDER's staff;
 - 5) Not refrain from renting to any participating tenant holding a Section 8 Housing Choice Voucher, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy;

- 6) Comply with Section 8 Housing Choice Voucher regulations when renting to any participating tenant;
 - 7) Exercise affirmative marketing of the units when vacated; and
 - 8) Complete the Urbana HOME Consortium Affirmative Marketing Plan, attached as Exhibit D.
- b.) Non-discrimination and Equal Opportunity: In carrying out this agreement, the BORROWER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, familial status, disability or national origin. The BORROWER shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, familial status, disability or national origin. Such action includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The BORROWER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The BORROWER shall consider all qualified candidates for employment without regard to race, color, religion, sex, age, familial status, disability or national origin. The Borrower shall comply with all of the provisions of Paragraph 13 of the Illinois Housing Development Act (20 ILCS 3805/13), as amended, Sections 92.350 and 92.351 of the HOME regulations (24 C.F.R. §§ 92.350 and 351) and all other provisions of Federal, State and local law relative to non-discrimination, as amended.
- c.) Displacement, Relocation and Acquisition: If applicable, the BORROWER shall cooperate with and assist the LENDER in the provision of relocation assistance for temporarily relocated and/or permanently displaced persons residing in the PROJECT at the levels in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.4601 *et seq.*), as amended, and 49 CFR Part 24, as amended.
- d.) Labor Requirements: The BORROWER and its contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a – 276a-5), as amended, with regard to all its requirements including wage rates paid pursuant to or as a result of this agreement. The BORROWER shall ensure that all construction contracts and sub-contracts executed as a result of this agreement include the applicable Davis-Bacon Wage Determination and all other documentation required by the Davis-Bacon Act. Contracts executed as a result of this agreement may also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C.3701 *et seq.*), as amended. The BORROWER shall complete necessary documentation as required

by the Davis-Bacon Act. Contracts executed as a result of this agreement may also be subject, as applicable, to the Contract Work Hours and Safety Standards Act (40 U.S.C.3701 *et seq.*), as amended.

The BORROWER shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 *et seq.*), as amended, and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, as amended. The BORROWER shall maintain documentation that demonstrates compliance with hour and wage requirements of this Part. The BORROWER shall make such documentation available to the LENDER for review upon request.

The BORROWER shall comply with the Fair Labor Standards Act of 1938, as amended (29 USC 201, *et. seq.*) The BORROWER shall maintain documentation that demonstrates compliance with the requirements of this Part. The BORROWER shall make such documentation available to the LENDER for review upon request.

e.) Debarment & Suspension:

The BORROWER certifies that it is not debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. The BORROWER shall establish procedures to ensure that it does not make any award to grantees and subgrantees (including contractors) at any tier in violation of the nonprocurement debarment and suspension common rule implementing Executive Order 12549. The BORROWER shall verify and document that none of its grantees, subgrantees or contractors are debarred, suspended or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Nonprocurement programs (“List”). The BORROWER may request assistance from the LENDER to access the List and document results to the file, or verify by using the following website (www.epls.gov) or any other approved method.

f.) Conflict of Interest: The BORROWER guarantees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this agreement or to any benefit to arise from the same. The BORROWER agrees that no members of the governing body of the locality in which the BORROWER is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the agreement during his/her tenure, or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this agreement. Unless expressly permitted by HUD, the BORROWER agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the BORROWER and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Program funds, or who is in a position to participate in a decision-making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she

has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the LENDER, no BORROWER, or officer, employee, agent or consultant of the BORROWER, may occupy a CITY HOME ASSISTED UNIT. The BORROWER shall comply with the conflict of interest provisions prescribed in 24 CFR 92.356(f).

- g.) Compliance with Section 3. The BORROWER shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701*et seq.*), as amended. Section 3 applies to all contracts and subcontracts in excess of \$100,000 or where LENDER assistance exceeds \$200,000. Additionally, if no contracts or subcontracts exceed \$100,000, then Section 3 will only apply to the BORROWER. The following forms are required to be completed and submitted to the LENDER;
- _____ Section 3 Policy
 - _____ Section 3 Certification forms for businesses and residents
 - _____ Completed Section 3 Opportunities Plan
 - _____ Completed HUD 60002 Form
- The LENDER shall provide the foregoing Certification forms to the BORROWER. The BORROWER is responsible for distributing and collecting the Section 3 forms from each contractor and subcontractor associated with the PROJECT.
- h.) Air and Water: The BORROWER shall comply with the following requirements insofar as they apply to the performance of this agreement: Clean Air Act, 42 U.S.C. 7401, *et seq.*, as amended; Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, as amended, including Section 308 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- i.) Uniform Administration Requirements: The BORROWER agrees that it is subject to, and will comply with, the uniform administrative requirements governing Federal funds including those requirements that apply to governmental entities. Specifically, this includes the requirements of OMB Circular No. A-87 and the following provisions of 24 CFR Part 85: sections 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52. For nonprofit organizations, this includes the requirements of OMB Circular No. A-122 and the following provisions of 24 CFR Part 84: sections 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30, 84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.
- The BORROWER agrees that it is subject to, and will comply with, federal OMB 2 CFR Chapter I, Chapter II, Part 200, *et al.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" Omni Circular.
- j.) Eligible and Ineligible Fees: The BORROWER will not charge laundry room access, inspection, servicing, or other fees. Only the following are permitted fees: a reasonable annual fee for ongoing rental project compliance monitoring, fees for rental housing tenants that are reasonable and customary to the area, and fees for

services that are voluntary and as long as the fees are only charged for services provided.

Payment Generally

As consideration for the performance of the undertaking and completion of construction of the PROJECT, the LENDER shall pay the BORROWER for all eligible costs, as determined by the LENDER, in an amount not to exceed **\$50,000**. Payment for the PROJECT will be made in accordance with the budget detailed in Exhibit C and will be limited to the Scope of Work/Project Description contained in Exhibit B.

The BORROWER shall submit a request for disbursement to the LENDER for HOME Program funds under this agreement when funds are needed for payment of eligible HOME Program costs. The amount of each disbursement request will be limited to the amount expended.

Progress and Final Payments

The BORROWER may request from the LENDER progress payments as soon as portions of the work described in Exhibit B have been completed. The LENDER or its designee shall authorize said payments and said payments will not be made until the LENDER or its designee approves the payment. If all conditions are met, and the work performed and materials supplied in a manner satisfactory to the LENDER, the BORROWER will receive final payment.

Recordkeeping

The BORROWER shall maintain such records and accounts, including program records, PROJECT records; financial records; program administration records; equal opportunity and fair housing records; MBE/WBE records; records demonstrating compliance with the income eligibility determination requirements of 24 CFR 92.203; recordkeeping requirements of 24 CFR 92.508; any records demonstrating compliance with the requirements of 24 CFR 92.353 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of 24 CFR 92.354; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; debarment and suspension certifications required by 24 CFR Parts 24 and 92; and any other records, as are deemed necessary by the LENDER to assure a proper accounting and monitoring of all HOME Program funds. The BORROWER shall retain all records and supporting documentation applicable to this agreement for five (5) years after the Affordability Period has terminated.

On an annual basis, the BORROWER shall provide a report to the LENDER describing the occupancy status and current rents for each CITY HOME ASSISTED UNIT, as well as financial statements for the entire rental project, in the manner specified by the LENDER.

General Provisions

This agreement, together with its attachments, constitutes the entire agreement between the LENDER and the BORROWER concerning the subject matter and supersedes all prior agreements

or understandings pertaining to the matter of this agreement. All attachments to this agreement are incorporated into this agreement and are made a part of this agreement by this reference.

This agreement will be valid only after the Urbana City Council approves it by resolution or ordinance.

The parties are permitted to 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) or by facsimile will be deemed original signatures for all purposes.

Each party represents to the other that the person or persons signing this agreement on behalf of the party has or have been authorized and empowered to enter into this agreement by and on behalf of such party and to bind that party to all terms, performances, and provisions herein set forth.

As stated in the PROJECT environmental review record, which is stored on file for public review at the LENDER’s principal office, the following mitigation measures must be satisfied prior to payment of HOME Program funds:

Law, Authority, or Factor	Mitigation Measure
Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Site design must include elements in the project that will reduce the interior noise level to 45 DNL and/or exterior noise level to 65 DNL as determined through the Sound Transmission Classification Assessment Tool (STraCAT) and/or the Barrier Performance Module (BPM), as applicable.
Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Follow the steps outlined in the Procedure to Remove Floodplain Designations by Berns, Clancy and Associates. The developer must not construct insurable property in Special Flood Hazard Areas prior to receipt of confirmation from the Federal Emergency Management Agency (FEMA) of a LOMA/LOMC confirming that areas of proposed construction are no longer considered Special Flood Hazard Areas. Any structures built in Special Flood Hazard Areas are required to obtain flood insurance in the amount equal to the outstanding principal balance of the HOME-funded loan or the maximum limit of coverage made available under the National Flood Insurance Program, whichever is less.
Executive Order 12898	A properly noticed public hearing, as stated through the State of Illinois Open Meetings Act (5 ILCS 120), must be held prior the start of construction activities to obtain comments on the nature of the noise attenuation

	strategies and the existing Procedure to Remove Floodplain Designations.
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Enforcement

A default will consist of any use of HOME Program funds for a purpose other than as authorized by this agreement, noncompliance with the HOME Investment Partnerships Act (42 U.S.C. 12701 *et seq.*), as amended, any material breach of the agreement, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by the LENDER and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to the BORROWER of the occurrence of any such default and the provision of a reasonable opportunity to respond, the LENDER may take one or more of the following actions:

- (a) Direct the BORROWER to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the BORROWER to reimburse the LENDER's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, *et seq.* as amended;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Take other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the agreement and any other available remedies.

For purposes of this agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by the BORROWER of the LENDER's written notice of default. No delay or omission by LENDER and/or HUD in exercising any right or remedy available to it under the agreement will impair any such right or remedy or constitute a waiver or acquiescence in any BORROWER default.

Unless the BORROWER's default is waived, the LENDER may, upon twenty-four (24) hour written notice, terminate this agreement for said default. Waiver by the LENDER of the BORROWER's default under this agreement will not be deemed a waiver of any other default nor will it be termination notice.

NOTICES

All notices required under this agreement must be in writing. Notices must be personally hand delivered or mailed by certified U.S. mail, return receipt requested, addressed to the respective party as shown below, or to any changed address either party may have fixed by notice. Notice will be

deemed effective upon actual receipt of the notice, or, if certified mail delivery is not accomplished, notice will be deemed given on the date of the mailing. Either party may designate by written notice a different address to which notices must be sent.

BORROWER:

Name: Barry Accountius
Title: Vice President – Development
Organization: Woda Cooper Companies, Inc.
Address: 500 S. Front St.
Columbus, OH 43215

CITY OF URBANA as a Member of the URBANA CONSORTIUM:

Name: Breaden Belcher
Title: Grants Division Manager
Organization: City of Urbana
Address: 400 S. Vine Street
Urbana, IL 61801

In Witness Whereof, the parties hereto have executed this agreement as of the date
aforementioned.

[Signature page follows]

City of Urbana,
a municipal corporation of the State of Illinois

By: _____
Name: Diane Wolfe Marlin
Title: Mayor

Date: _____

ATTEST:

Darcy E. Sandefur
City Clerk

Woda Cooper Companies

Name: Barry Accountius
Title: Vice President – Development

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James Roberts, 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 acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as Vice President – Development of Woda Cooper Companies, Inc.

Given under my hand and official seal, this ____ day of _____, 2024 .

Notary Public

Exhibit A
Legal Description

(AS-PROVIDED)

SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 201 OF THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM, BEING A PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2021R23653, IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS.

SUGGESTED LEGAL DESCRIPTION (AS SURVEYED)

A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, ALSO BEING A PART OF LOT 201 OF THE REPLAT OF LOT 101 OF THE REPLAT OF THE VILLAS AT ASHLAND FARM, RECORDED OCTOBER 4, 2021, AS DOCUMENT NUMBER 2021R23653 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 200 OF SAID REPLAT; THENCE ALONG THE NORTHERLY LINE OF LOT 200 FOR THE NEXT 5 COURSES;

- 1) SOUTH 89°13'46" WEST, 144.32 FEET TO A POINT OF CURVATURE;
- 2) 173.19 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 237.00 FEET WITH A 169.36 FOOT CHORD BEARING NORTH 69°50'08" WEST;
- 3) SOUTH 41°05'57" WEST, 31.59 FEET TO A POINT OF CURVATURE;
- 4) 47.49 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 55.00 FEET WITH A 46.03 FOOT CHORD BEARING SOUTH 65°50'07" WEST TO A POINT OF TANGENCY;
- 5) NORTH 89°25'43" WEST, 138.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 200;

THENCE ALONG THE WEST LINE OF SAID LOT 200, SOUTH 00°34'17" WEST, 293.58 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG A SOUTH LINE OF LOT 201, NORTH 89°25'43" WEST, 285.87 FEET; THENCE ALONG A WEST LINE OF LOT 201, NORTH 00°33'11" WEST, 180.30 FEET; THENCE ALONG A SOUTH LINE OF LOT 201, SOUTH 89°28'13" WEST, 81.33 FEET; THENCE ALONG A WEST LINE OF LOT 201, NORTH 00°47'36" WEST, 319.90 FEET; THENCE NORTH 89°12'42" EAST, 173.83 FEET; THENCE SOUTH 00°47'18" EAST, 279.29 FEET; THENCE SOUTH 89°25'43" EAST, 146.43 FEET; THENCE NORTH 00°34'17" EAST, 48.66 FEET TO A POINT OF CURVATURE; THENCE 106.03 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 67.50 FEET WITH A 95.46 FOOT CHORD BEARING NORTH 45°34'17" EAST

TO A POINT OF TANGENCY; THENCE SOUTH $89^{\circ}25'43''$ EAST, 99.90 FEET TO A POINT OF CURVATURE; THENCE 20.77 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 53.50 FEET WITH A 20.64 FOOT CHORD BEARING NORTH $79^{\circ}27'07''$ EAST TO A POINT OF COMPOUND CURVATURE; THENCE 7.68 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 12.50 FEET WITH A 7.56 FOOT CHORD BEARING NORTH $50^{\circ}44'26''$ EAST TO A POINT OF REVERSE CURVATURE; THENCE 150.80 FEET ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET WITH A 99.80 FOOT CHORD BEARING NORTH $74^{\circ}38'41''$ EAST TO A POINT OF REVERSE CURVATURE; THENCE 45.01 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET WITH A 43.96 FOOT CHORD BEARING SOUTH $40^{\circ}26'37''$ EAST TO A POINT OF COMPOUND CURVATURE; THENCE 135.89 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 270.00 FEET WITH A 134.46 FOOT CHORD BEARING SOUTH $76^{\circ}21'07''$ EAST TO A POINT OF TANGENCY; THENCE NORTH $89^{\circ}13'46''$ EAST, 106.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH NEIL STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH $00^{\circ}47'05''$ EAST, 31.25 FEET TO THE POINT OF BEGINNING; CONTAINING 3.344 ACRES, MORE OR LESS.

Exhibit B
Scope of Services/Project Description

Parker Glen II (PGII) is a planned, new construction, non-elderly building, 56-unit development that will feature a leasing office and community gathering spaces. PGII will be designed to complement the operational Phase I. PGII will feature 14-one, 14-two, and 28 three-bedroom apartments. The site will feature on-site parking and provide immediate access to the city of Champaign's Public Walking Trail. The site will also feature plenty of lighting, a playground, landscaping, green space, and will be built to comply with LEED Platinum and LEED Zero energy standards. PGII received an allocation 2023 9% housing credits from IHDA and will be the benefactor of a credit "refresh" in December 2024. Construction is scheduled to commence in March 2025 and be complete April 2026.

Exhibit C**Budget – Owner’s Sworn Statement; Schedule**

HOME FUNDING AMOUNT: \$ 50,000

Project Funds are to be expended on the following activities:

- New Construction of Affordable Rental Housing
- HOME funds will be used to subsidize the construction of affordable rental housing.

Reimbursement for the following types of expenses related to hard costs may be provided by the LENDER:

- Site preparations or improvements
- Construction materials and labor

Reimbursement for the following types of expenses related to soft costs may be provided by the LENDER:

- Financing fees
- Credit reports
- Title binders and insurance
- Surety fees
- Recordation fees, transaction taxes
- Legal and accounting fees, including cost certification
- Appraisals
- Architectural/engineering fees, including specifications and job progress inspections
- Environmental reviews
- Builders’ or developers’ fees
- Affirmative marketing, initial leasing and marketing costs

Project Completion Schedule

- Construction commencement: March 31, 2025
- Construction completion: June 30, 2026
- Lease-up phase: No more than six (6) months after construction completion
- Affordability period termination: Twenty (20) years after completion in HUD’s Integrated Disbursement and Information System

Exhibit D
Land Use Restriction Agreement

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This instrument was prepared by:

City of Urbana, Grants Management Division
400 S. Vine Street
Urbana, IL 61801

After recording, return to:

City of Urbana, Division 400 S. Vine Street
Urbana, IL 61801

Attn: Breaden Belcher, Manager

REGULATORY AND LAND USE RESTRICTION AGREEMENT

This Regulatory and Land Use Restriction Agreement (“Regulatory Agreement”) is made between **Woda Cooper Companies, Inc.**, having a principal place of business at 500 S Front St., Columbus, OH 43215 (“Borrower”), 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.

Background

The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act of 1990, 42 U.S.C. 12701, *et seq.*, which created the HOME Investment Partnerships Act (the “HOME Act”) to provide funds to state and local governments for affordable housing assistance that is most appropriate for local needs. The HOME Investment Partnerships Program (“HOME Program”), 24 CFR Part 92, implements the Act. The City is a Participating Jurisdiction under the Act and receives HOME Program funds.

The City has agreed to make a loan to the Borrower in the original, principal amount of \$1,043,000 (“Loan”), to be used for the eligible costs associated with the construction of an affordable housing development with 50 total units on the Borrower’s real property (the “Real Estate”) legally described in Exhibit A.

The Borrower has executed and delivered to City its promissory note (“Note”) as evidence of its indebtedness to City in the principal amount of the Loan or so much thereof as may hereafter be advanced upon the Loan to the Borrower by the City, payable at the time and in the manner as specified in the Note.

The Loan is evidenced, secured and governed by, among other things: (a) the Note; (b) the Mortgage of even date herewith executed by Borrower and recorded on in the Champaign County Recorder’s Office (“Mortgage”); (c) the Rental Housing Developer Agreement entered into by the Borrower and the City dated as of even date herewith (“Project Agreement”), such agreement being on file at the offices of the City; and (d) this Regulatory Agreement. The Regulatory Agreement, the Project Agreement, the Note, the Mortgage, and all other documents executed by

Borrower which evidence, govern or secure the Loan are each referred to as a “Loan Document” and collectively referred to as the “Loan Documents.”

As an inducement to City to make the Loan, the Borrower has agreed to enter into this Regulatory Agreement in accordance with the terms, conditions, and covenants set forth below, consents to be regulated and restricted by City as herein provided, and has agreed to certain rental restrictions as provided for in the HOME Act and the regulations promulgated thereunder and codified at 24 CFR Part 92 as the same may be amended and supplemented from time to time, and as applicable (the “Regulations”).

Therefore, the parties agree as follows.

1. Regulatory Compliance. The Borrower’s acts regarding the Real Estate and the improvements now or hereinafter located thereon (together referred to as the “Project”) at all times shall be in conformance with the HOME Act and the Regulations and any additional rules, regulations, policies and procedures of the City promulgated under the HOME Act, all as the same may be amended and supplemented from time to time. The Borrower shall obtain all federal, state, and local governmental approvals required by law for the Project (as defined in the Project Agreement). The Borrower shall cause the Project to comply with all local codes, ordinances, zoning ordinances, and the United States Department of Housing and Urban Development’s (“HUD”) Section 8 Housing Quality Standards, as set forth in 24 CFR Part 982.
2. Occupancy and Rental Restrictions. The Borrower further represents, warrants, covenants, and agrees that:
 - A. One (1) of the fifty (50) units will be subject to the HOME regulations as Low HOME Rent units.
 - B. In the advertising, marketing, rental of the City HOME Units, and the selection of tenants for the Project, the Borrower shall abide by the terms and conditions of the Tenant Selection Plan executed by the Borrower and approved by the City, the Affirmative Fair Housing Marketing Plan executed by the Borrower and approved by the City, the Project Agreement (as such documents may be amended from time to time with the prior written consent of the City), the HOME Act, the Regulations, and all applicable ordinances, regulations, rules, procedures and requirements of the City.
 - C. The Borrower shall not, in the selection of tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, unfavorable military discharge, ancestry, disability, national origin, marital status, familial status, or because the prospective tenant is receiving governmental rental assistance. The Borrower shall comply with all of the provisions of Paragraph 13 of the Illinois Housing Development Act (20 ILCS 3805/13), as amended, Sections 92.350 and 92.351 of the Regulations (24 C.F.R. §§ 92.350 and 351, as amended) and all other provisions of federal, state and local law relative to non-discrimination.
 - D. In the management, maintenance, and operation of the Project, the Borrower shall abide by the terms and conditions of the Project Agreement, as such document may be amended from time to time with the prior written approval of City. The Borrower shall

be responsible for ensuring any management agent's compliance with the HOME Act, the Regulations, and all applicable ordinances, regulations and statutes and the rules, procedures and requirements of the City.

- E. On forms approved by the City, the Borrower shall obtain from each prospective tenant, prior to his or her admission to the Project, a determination of income in accordance with Section 92.203(a) of the Regulations ("Determination"), and at such intervals thereafter as required by the City conduct a reexamination of income in accordance with Section 92.252(h) of the Regulations (the "Reexamination") from all such tenants. The Borrower shall submit the initial Determination and results of each subsequent Reexamination to the City in the manner prescribed by the City.
- F. In the manner prescribed by City, the Borrower shall obtain written evidence substantiating the information given for the initial Determination and each subsequent Reexamination and shall retain such evidence in its files at the Project or at the offices of the Borrower for three years after the year to which such evidence pertains.
- G. Rent for the City HOME Units shall not be greater than the rent allowed under the terms of the Project Agreement. Any increases in rents for the City HOME Units in accordance with the Project Agreement are subject to the provisions of outstanding leases, and, in any event, the Borrower shall provide tenants of City HOME Units no fewer than 30 days' prior written notice before implementing any increase in rents.
- H. City HOME Units will be deemed to comply with this paragraph 2, despite a temporary noncompliance with this paragraph, if (i) the noncompliance is caused by increases in the incomes of tenants already occupying such City HOME Units; and (ii) actions satisfactory to City are being taken to ensure that all vacancies are filled in accordance with this paragraph 2 until the noncompliance is corrected. Subject to the limitations set forth in Section 92.252(i)(2) of the Regulations with respect to low- income housing tax credits, if applicable, tenants who no longer qualify as low-income tenants must pay for rent and utilities an amount not less than 30% of the family's adjusted monthly income, as recertified annually.
- I. The Borrower shall require all tenants occupying City HOME Units to execute a lease in a form approved by the City in accordance with Section 92.253 of the Regulations (24 CFR 92.253), as amended, and all applicable provisions of the Regulations.
- J. The Borrower shall cause all Loan proceeds to be used for eligible activities and eligible costs and for the benefit of eligible beneficiaries, as such terms are defined in Sections 92.205 and 92.206 of the Regulations (24 CFR 92.205 and 92.206), as amended.
- K. The Borrower shall submit to the City on an annual basis the rent schedule for the City HOME Units reflecting the actual rates being charged at the Project.

- L. The Borrower shall not evict any tenant from a City HOME Unit in the Project without good cause.
 - M. Within 30 days after the end of each calendar year, the Borrower shall certify to the City that, at the time of such certification and during the preceding calendar year, the Borrower was in compliance with the requirements of this paragraph 2, or, if the Borrower is not or has not been in compliance with such requirements, the Borrower shall give notice to City of its failure to comply and the corrective action the Borrower is taking or has taken.
 - N. Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in Section 92.252(e) of the Regulations (24 CFR 92.252(e)), the occupancy and rental restriction provisions of this paragraph 2 shall remain in effect for a period of 20 years from the date of project completion (the "Affordability Period"). In the event of foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the City shall have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations.
3. Acts Requiring City Approval. Except as permitted pursuant to the other Loan Documents, the Borrower shall not without the prior written approval of City, which may be given or withheld in City's sole discretion, do any of the following:
- A. convey, transfer, or encumber the Project or any part thereof, or permit the conveyance, transfer, or encumbrance of the Project or any part thereof;
 - B. convey, assign, or transfer any right to manage or receive the rents and profits from the Project.
 - C. rent any City HOME Unit for less than one year, unless otherwise mutually agreed in writing by the Borrower and the tenant in accordance with the Regulations;
 - D. lease or sublease any non-residential facility in the Project or amend or modify any such lease or sublease, which, to the best of the Borrower's knowledge, would result in a conflict of interest between any of the parties to such contracts and the City, its officers, employees, agents or members of their respective immediate families; or require, as a condition of the occupancy or leasing of any City HOME Unit in the Project, any consideration or deposit other than the pre-payment of the first month's rent plus a security deposit in an amount not to exceed one month's rent to guarantee the performance by the tenant of the covenants of such lease. Any funds collected by Borrower as security deposits shall be kept separate and apart from all other funds of the Project.
4. Program Requirements. The Borrower further covenants, represents and warrants to the City as follows:

- A. Flood Insurance. If required by the City, the Borrower shall procure flood insurance satisfactory to the City if the Project is located in a 100-year flood plain.
 - B. Scope of Work. The only work to be done in connection with the Project will be that described in the Project Agreement.
 - C. Insurance Proceeds. If the Borrower receives insurance proceeds for any damage or destruction to the Real Estate occurring during the Affordability Period, the Borrower shall apply such proceeds to the repair of such damage or destruction, in accordance with the provisions set forth in the Mortgage.
 - D. Cooperation and Project Design. The Borrower shall expeditiously complete construction of the Project, as set forth in the Project Agreement. The Borrower shall design and construct the Project in conformity with (i) applicable federal, state and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by the City), (ii) industry practices in Illinois and (iii) applicable rules, contracts, agreements, procedures, guides and other requirements of the City provided to the Borrower in writing.
 - E. Furnishing Records, Reports, and Information. At the request of the City, the Borrower shall furnish (i) such records and information as required by the City in connection with the maintenance, occupancy, and physical condition of the Real Estate; and (ii) such reports, projections, certifications, budgets, financial reports, operating reports, tax returns, and analyses as required pursuant to the Regulations and any other applicable statutes, rules, and regulations.
 - F. Audit. The Project and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto, and the books and records relating to the Borrower, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying at the office of the Borrower by the City or its agents or representatives at any time during regular business hours as the City reasonably requires.
5. Violation of Agreement by Borrower.
- A. Upon violation of any of the provisions of this Regulatory Agreement by the Borrower, the City shall give written notice thereof to the Borrower in the manner provided in paragraph 14 hereof. If such violation is not corrected to the satisfaction of the City within 30 days after the date such notice is mailed, or within such further time as the City in its sole discretion permits (but if such default is of a nature that it cannot be cured within such 30 day period, then so long as the Borrower commences to cure within such 30 day period and diligently pursues such cure to completion within a reasonable period not to exceed 120 days from the date of such notice, such violation shall not be considered to be a default (“Default”), or if any Default or event of Default

under any other Loan Document is not cured within any applicable grace, cure, or notice period set forth therein, then the City may declare a Default under this Regulatory Agreement, effective on the date of such declaration of Default and notice thereof to Borrower, and upon such Default the City may undertake any or all of the following:

- (1) declare the whole of the indebtedness under the Note immediately due and payable and proceed with the rights and remedies set forth in the Mortgage.
 - (2) withhold further disbursement of the Loan.
 - (3) subject to the rights of Senior Lenders, as defined in the Mortgage, collect all rents and charges in connection with the operation of the Project and use such collections to pay the Borrower's debts under the Loan Documents and such other debts of the Borrower in connection with the Project and the necessary expenses of preserving and operating the Project.
 - (4) subject to the rights of Senior Lenders, as defined in the Mortgage, take possession of the Project, bring any action necessary to enforce any rights of the Borrower in connection with the operation of the Project and operate the Project in accordance with the terms of this Regulatory Agreement until such time as the City, in its sole discretion, determines that the Borrower is again in a position to operate the Project in accordance with the terms of the Regulatory Agreement and in compliance with the requirements of the Note and the Mortgage.
 - (5) apply to any state or federal court for an injunction against any violation of this Regulatory Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Regulatory Agreement, or for such other relief as may be appropriate.
 - (6) subject to the rights of Senior Lenders, use and apply any monies deposited by the Borrower with the City regardless of the purpose for which the same were deposited, to cure any such Default or to repay any indebtedness under the Loan Documents which is due and owing to the City.
 - (7) exercise such other rights or remedies as may be available to the City hereunder, under any other Loan Document, at law or in equity.
- B. Because the injury to the City arising from a Default under any of the terms of this Regulatory Agreement would be irreparable and the number of damages would be difficult to ascertain, the Borrower acknowledges and agrees that in the event of a violation of this Regulatory Agreement, the City's remedies at law would be inadequate to assure the City's public purpose under the HOME Act.

6. Waiver. The City's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the City. No waiver of any breach of this Regulatory Agreement by the City shall be deemed to be a waiver of any other breach or a subsequent breach. If the City fails to exercise, or delays in exercising, any right under this Regulatory Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

7. Termination of Liabilities.

- A. In the event the City consents to a sale or other transfer of the Project, or in the event of a permitted sale or other transfer, if any, pursuant to the Loan Documents, all of the duties, obligations, undertakings and liabilities of the transferor under the terms of this Regulatory Agreement will thereafter cease and terminate as to such transferor; provided, however, as a condition precedent to the termination of the liability of the transferor hereunder, the transferee of the Project ("New Borrower") shall assume in writing, on the same terms and conditions as apply hereunder to the transferor, all of the duties of such transferor arising under this Regulatory Agreement from and after such sale or transfer. Such assumption will be in form and substance acceptable to the City in its sole discretion.
- B. Any New Borrower shall be bound by the terms of this Regulatory Agreement to the same extent and on the same terms as the present Borrower is bound hereunder and shall execute an assumption of such duties in form and substance acceptable to City as a condition precedent to such transferee's admission as a New Borrower.

8. Term of Agreement; Covenants Run with the Land.

- A. The covenants, conditions, restrictions and agreements set forth in this Regulatory Agreement (collectively, the "Obligations") will be deemed to run with, bind, and burden the Real Estate and the Project and will be deemed to bind any New Borrower and any other future owners of the Real Estate or the Project and the holder of any legal, equitable or beneficial interest therein for the Affordability Period; provided, moreover, that if the date of the cancellation of the Note is prior to the expiration date of the Affordability Period, the Obligations shall remain in effect until the last day of the Affordability Period, irrespective of whether the proceeds of the Loan are repaid voluntarily by the Borrower or tendered by any party following an acceleration by the City of the Note or enforcement by the City of its remedies in connection with the Loan. The Borrower shall, if so requested by the City, execute a written memorandum, prepared by the City, which memorandum shall memorialize said date of Project completion and the foregoing Affordability Period. Any waiver by the City of its right to prepare or record any such memorandum and any failure by the Borrower to execute and deliver the same will not affect the validity or enforceability of the Obligations. In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the City or its designee will have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations, as amended, provided that any such acquisition will be subject to existing mortgages between the Borrower and Senior Lender.

- B. Notwithstanding that the Loan may be repaid prior to the expiration of the Affordability Period, the Borrower's undertaking to perform the Obligations for the full Affordability Period set forth in the previous paragraph is a condition precedent to the willingness of City to make the Loan.
9. Indemnification. The Borrower shall indemnify and defend the City, its officers, agents, employees, or agents against any and all liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, reasonable attorneys' fees, settlements or judgments, whether by direct suit or from third parties, arising from or in any way related to the Borrower's performance or failure to perform the provisions of this Regulatory Agreement or the work performed by a contractor in connection with the Project, in any claim or suit brought by a person or third party against the City, or its respective officers, agents, employees or servants, except to the extent caused by the gross negligence or willful misconduct of the City, or its officers, employees, or agents.
10. Amendment. This Regulatory Agreement shall not be altered or amended except in a writing signed by the parties hereto.
11. Conflicts and Partial Invalidity. Borrower warrants that it has not executed, and shall not execute, any other agreement with provisions contradictory, or in opposition to, the provisions hereof and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and duties set forth in such other agreement and supersede any other requirements in conflict therewith; provided, however, that to the extent this Regulatory Agreement conflicts with any provision or requirement set forth in the Loan Documents, as the case may be, the more restrictive provision and requirement shall prevail and control. If any term, covenant, condition or provision of this Regulatory Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Regulatory Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Regulatory Agreement shall be valid and enforceable to the fullest extent permitted by law. The provisions of this paragraph 11 shall not be deemed to be violated by, or violate, the Senior Loan Documents, as defined in the Mortgage.
12. Successors. Subject to the provision of paragraph 7 hereof, this Regulatory Agreement will bind, and the benefits will inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns; provided, however, that the Borrower shall not assign this Regulatory Agreement or any of its Obligations hereunder, without the prior written approval of the City.
13. Capitalized terms, Plurals, Gender and Captions. Capitalized terms used in this Regulatory Agreement and not otherwise defined shall have the meanings established in the Project Agreement, and, if not defined therein, then in the HOME Act, and if not defined therein, in the Regulations. The use of the plural herein shall include the singular; the singular shall include the

plural; and the use of any gender shall be deemed to include all genders. The captions used in this Regulatory Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Regulatory Agreement.

14. Notices. Except where the terms of this agreement expressly provide otherwise, 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.

Woda Cooper Companies, Inc:

Woda Cooper Companies, Inc
Attn: Barry Accountius
500 S Front St, 10th Floor,
Columbus, OH 43215

City of Urbana:

Breaden Belcher
Grants Division Manager
City of Urbana
400 S. Vine Street
Urbana, IL 61801
bjbelcher@urbanaininois.us

15. Survival of Obligations. The Borrower's Obligations, as set forth in this Regulatory Agreement, shall survive the disbursement of the Loan, and the Borrower shall continue to cooperate with the City and furnish any documents, exhibits, or records reasonably requested pursuant to paragraph 4(F) of this Regulatory Agreement.
16. Construction. This Regulatory Agreement will be construed and interpreted in accordance with the laws of the State of Illinois.
17. Counterparts. The parties may sign this Regulatory 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) or by facsimile will be deemed original signatures for all purposes.

18. Limited Non-Recourse Obligation. Notwithstanding anything herein to the contrary, the indebtedness evidenced by the Note shall be a non-recourse obligation of the Borrower and neither the Borrower nor any general or limited partner of the Borrower or their respective successors or assigns, nor any related or unrelated party, shall have any personal liability for repayment of said indebtedness or any other amounts evidence or secured by the Loan Documents, the sole recourse of the City or any subsequent holder of the Note being the exercise of its rights against the Project and any other collateral under the Loan Documents, including without limitation (a) the Project and the rents issues, profits and income therefrom, (b) any funds or property held pursuant to any of the Loan Documents, and (c) insurance proceeds and condemnation awards paid or payable relative to the Project.
19. Waiver of Jury Trial. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with any of the Loan Documents and agree that any such action or proceeding will be tried before a court and not before a jury.
20. Subordination. This Regulatory Agreement is and shall be subject and subordinate in all respects to the Senior Loans and the Senior Loan Documents, both as defined in the Mortgage.

[Signature pages follow]

The parties are signing this agreement on the dates indicated beside their signatures. Woda Cooper Companies, Inc.

By: _____ Dated _____
Barry Accountius
Vice President – Development

CITY OF URBANA, ILLINOIS

By: _____ Dated _____
Breaden Belcher
Grants Division Manager

City of Urbana,
a municipal corporation of the State of Illinois

By: _____
Name: Diane Wolfe Marlin
Title: Mayor

Date: _____

ATTEST:

Darcy E. Sandefur
City Clerk

Woda Cooper Companies

Name: Barry Accountius
Title: Vice President – Development

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James Roberts, 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 acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as Vice President – Development of Woda Cooper Companies, Inc.

Given under my hand and official seal, this ____ day of _____,
2024 .

Notary Public

**Code Revision Markup – Food Licenses and Recycling Fees
December 2024**

Schedule of Fees Subsection B, Part 3 – Food Handling Licenses

3. Food Handling Licenses:

(a)	Food Handling Establishment	\$87.00
(b)	Food Handling Mobile Dispenser	\$61.00 <u>\$87.00</u>
(c)	Temporary	\$56.00
(d)	Sidewalk Café Initial, adjacent premises	\$54.00
(e)	Sidewalk Café Renewal, adjacent premises	\$27.00

Sidewalk Café license renewals not filed by January 1st shall be double the current license fee.

The effective date for all food handling licenses shall be the first billing cycle after January 1 of each year.

Schedule of Fees, Subsection I, Parts 3, 4, and 5 – Waste Management

- ~~4. Residential Recycling Tax: The monthly Recycling Tax for a dwelling unit in a residential dwelling shall be three dollars and twenty five cents (\$3.25). Rate applies to the first billing cycle after July 1.~~
- ~~5. Dormitory Recycling Tax: The monthly Recycling Tax for a dormitory shall be two dollars and fifty one cents (\$2.51) times the residential capacity of the dormitory. Rate applies to the first billing cycle after July 1.~~
- ~~6.4. Multifamily Dwelling Recycling Tax: The monthly Recycling Tax for a multifamily dwelling shall be three dollars and twenty five cents (\$3.25) per dwelling unit in a multifamily dwelling. Rate applies to the first billing cycle after July 1.~~

Section 22-102 – Residential Recycling Tax

Sec. 22-102. - Residential recycling tax imposed.

- (a) A residential recycling tax is hereby imposed upon the use and privilege of occupying a dwelling unit in a residential dwelling in the City of Urbana. The amount of the tax shall be: ~~as prescribed in section 14-7 of this Code.~~
- (i) The monthly recycling tax for a dwelling unit in a residential dwelling shall be four dollars and seventy-five cents (\$4.75) effective January 1, 2025; six dollars and twenty-five cents (\$6.25) effective January 1, 2026; seven dollars and fifty cents (\$7.50) effective January 1, 2027; and eight dollars and

seventy-five cents (\$8.75) effective January 1, 2028. Beginning January 1, 2029 and on January 1 of each year thereafter, the rates provided in this Section shall be adjusted based on the rate of inflation, determined by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for a twelve (12) month period as of the end of June of the prior calendar year. The rate increase in a single year shall be limited to a maximum of five percent (5%), regardless of the calculated amount. The resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).

(ii) The monthly recycling tax for each unit in a multifamily dwelling shall be three dollars and fifty cents (\$3.50) effective January 1, 2025; and three dollars and seventy-five cents (\$3.75) effective January 1, 2026. Beginning January 1, 2027 and on January 1 of each year thereafter, the rates provided in this Section shall be adjusted based on the rate of inflation, determined by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for a twelve (12) month period as of the end of June of the prior calendar year. The rate increase in a single year shall be limited to a maximum of five percent (5%), regardless of the calculated amount. The resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).

(iii) The monthly recycling tax for a dormitory shall be two dollars and seventy-five cents (\$2.75) times the residential capacity of the dormitory effective January 1, 2025; and three dollars and no cents (\$3.00) effective January 1, 2026. Beginning January 1, 2027 and on January 1 of each year thereafter, the rates provided in this Section shall be adjusted based on the rate of inflation, determined by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for a twelve (12) month period as of the end of June of the prior calendar year. The rate increase in a single year shall be limited to a maximum of five percent (5%), regardless of the calculated amount. The resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).

(b) The ultimate legal incidence of and liability for payment of said tax shall be borne jointly and severally by the taxpayer(s). The tax shall be paid in addition to any and all other taxes, rents, or charges.

(c) Every dwelling unit in a residential dwelling in the city is presumed to be occupied unless: (1) the certificate of occupancy for the dwelling unit has been revoked or suspended; (2) the dwelling is registered with the city as a vacant structure; or (3) the code official has declared the dwelling unfit for human occupancy.



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: December 2, 2024 Committee of the Whole

Subject: An Ordinance Amending the Urbana City Code, Chapter 14, Section 14-7 and Chapter 22, Section 22-102 (Food Licenses and Recycling Tax)

Summary

Action Requested

Forward the Ordinance amending the City Code for approval at the December 9, 2024 City Council meeting.

Brief Background

This Ordinance seeks Council action to amend the City Code in relation to two items. First, recycling taxes would be amended consistent with direction received from the City Council on November 18, 2024. In addition, certain fees related to food licenses would be amended to conform to new Champaign-Urbana Public Health District (C-UPHD) processes.

Relationship to City Services and Priorities

Impact on Core Services

The increases in recycling taxes are necessary to continue the current level of service in the curbside recycling program.

Strategic Goals & Plans

N/A

Previous Council Actions

The current Schedule of Fees was approved on May 28, 2024 in Ordinance [2024-04-018](#).

Discussion

Additional Background Information

On November 18, 2024, Public Works staff presented [options](#) for funding the curbside recycling program in light of significant cost increases. City Council reached a consensus to maintain weekly recycling service and implement specific increases in the recycling tax for single-family dwellings, which are reflected in the proposed amendment to the City Code. The Code also includes taxes for multifamily dwellings and dormitories, and adjustments to those taxes are also included. The initial tax increases would be effective January 1, 2025.

The planned increases are predicated upon the intent to implement a single-use carryout bag fee to help subsidize recycling services and minimize rate adjustments through the next five years, beginning on or before January 1, 2026. Rate adjustments within this proposed Ordinance are established assuming that the single-use carryout bag fee will generate \$250,000 in the first year it is implemented. The final stipulations of the single-use carryout bag fee are still subject to change but current assumptions include:

- Developing an ordinance consistent with other models currently enacted in Illinois
- Initial fee of 10-cent per bag, with exceptions
- Applies to retailers with building footprints greater than 5,000 square feet, with exceptions
- Simple public engagement efforts

Additionally, when reviewing updates to the residential recycling tax, staff found that this was addressed in both the Schedule of Fees and in the City Code chapter on Taxation. This creates an inconsistency, since the Code refers to this as a tax, but it has been included in the fee schedule, which is not normally the case with taxes. To address this inconsistency, this Ordinance would repeal the section of the fee schedule pertaining to the recycling tax and address this in Chapter 22, Taxation. This is also more consistent with implementing a plan for increases over multiple years, similar to the recent increase in the local motor fuel tax, which does not require annual updates.

Finance staff has been working collaboratively with C-UPHD and the City of Champaign to discuss restaurant licensing. C-UPHD has been licensing restaurants on behalf of both cities since 1996. In the process of updating their financial system, C-UPHD has identified potential efficiency improvements and changes needed to streamline the licensing process.

Changes in the fee schedule would address anomalies related to licensing for Urbana. Modifying the license for a “mobile dispenser” to establish consistency with the food handling establishment license would increase the fee by \$26 and allow C-UPHD to streamline their processes. In addition, the “temporary” license would be eliminated, since C-UPHD does not issue that type of license.

Within the next few months, staff would also bring a new or amended intergovernmental agreement with C-UPHD to Council for approval. This agreement has not been updated since 1996 and modifications are needed in relation to changes to the licensing process. Additionally, the fee retained by C-UPHD would be increased to \$20 per license. This has not changed since 2002, when it was increased to \$10. Exemptions would also be made consistent for ease of administration.

Operations Impact

Increases in recycling taxes would allow the City to continue weekly recycling services, providing uninterrupted operations and program consistency.

Fiscal and Budget Impact

Recycling taxes will increase in an amount necessary to provide funding for the curbside recycling program. The Recycling Fund is expected to be sustainable with the recommended adjustments.

While fees for restaurant licenses will be slightly reduced, staff believes this is reasonable given the services provided by C-UPHD and the benefit to licensees who will continue to obtain licenses from a single entity.

Community Impact

Urbana residents would benefit from a continuation of current recycling services. By January 1, 2026, the tax for residences in buildings with four or fewer dwelling units would be \$75 per year. Taxes for residences in buildings with five or more units would be \$45 per unit, and taxes for dormitories would be \$36 times the capacity of the dormitory annually.

Recommendation

Forward this Ordinance amending the City Code to the December 9 City Council Meeting with a recommendation for approval.

Next Steps

If the proposed amendments are approved, staff will notify the Urbana-Champaign Sanitary District, which bills recycling taxes, so that they can include the increase on upcoming bills. Staff will continue to work with C-UPHD regarding restaurant licensing and will bring a new or amended intergovernmental agreement to City Council in the near future.

Attachments

1. Code Revision Markup
2. An Ordinance Amending the Urbana City Code Chapter 14, Section 14-7 and Chapter 22, Section 22-102

Originated: Elizabeth Hannan, HR & Finance Director / CFO

Reviewed: Matt Roeschley, City Attorney
Kris Francisco, Finance Manager
Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____

**AN ORDINANCE AMENDING URBANA CITY CODE
CHAPTER 14, SECTION 14-7 AND CHAPTER 22, SECTION 22-102
(Food Handling Licenses, Recycling Tax)**

WHEREAS, the City of Urbana 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, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Council heretofore enacted the Urbana City Code Section 14-7 to establish a schedule of fees for the various licenses, permits, fines, and other fees required under the Urbana City Code; and

WHEREAS, the City Council heretofore enacted Urbana City Code Section 22-102 to establish a Recycling Tax; and

WHEREAS, the City Council, after due consideration, finds that increasing the recycling tax as provided in this Ordinance will protect the public health, safety, and welfare; and

WHEREAS, the City Council, after due consideration, finds that making limited amendments to the fees for food handling licenses will protect the public health, safety, and welfare.

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

Section 1. Urbana City Code Chapter 14, “Licenses and Permits,” Section 14-7, “Schedule of Fees,” Subsection (B), “General,” Part 3, “Food Handling Licenses,” Subpart (b), “Food Handling Mobile Dispenser,” is hereby amended by revising the amount of the fee to eighty-seven dollars

(\$87.00). The effective date of the fee for all food handling licenses shall be the first billing cycle after January 1 of each year.

Section 2. Urbana City Code Chapter 14, “Licenses and Permits,” Section 14-7, “Schedule of Fees,” Subsection (B), “General,” Part 3, “Food Handling Licenses,” Subpart (c), “Temporary,” is hereby rescinded.

Section 3. Urbana City Code Chapter 14, “Licenses and Permits,” Section 14-7, “Schedule of Fees,” Subsection (I), “Waste Management,” Part 4, “Residential Recycling Tax,” Part 5, “Dormitory Recycling Tax,” and Part 6, “Multifamily Dwelling Recycling Tax,” are hereby rescinded.

Section 4. Urbana City Code, Chapter 22, “Taxation,” Section 22-102, “Residential Recycling Tax Imposed,” subsection (a), is hereby amended and shall read as follows:

“Sec. 22-102. – Residential recycling tax imposed.

- (a) A residential recycling tax is hereby imposed upon the use and privilege of occupying a dwelling unit in a residential dwelling in the City of Urbana. The amount of the tax shall be:
- (i) The monthly recycling tax for a dwelling unit in a residential dwelling shall be four dollars and seventy-five cents (\$4.75) effective January 1, 2025; six dollars and twenty-five cents (\$6.25) effective January 1, 2026; seven dollars and fifty cents (\$7.50) effective January 1, 2027; and eight dollars and seventy-five cents (\$8.75) effective January 1, 2028. Beginning January 1, 2029 and on January 1 of each year thereafter, the rates provided in this Section shall be adjusted based on the rate of inflation, determined by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for a twelve (12) month period as of the end of June of the prior calendar year. The rate increase in a single year shall be limited to a maximum of five percent (5%), regardless of the calculated amount. The resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).

- (ii) The monthly recycling tax for each unit in a multifamily dwelling shall be three dollars and fifty cents (\$3.50) effective January 1, 2025; and three dollars and seventy-five cents (\$3.75) effective January 1, 2026. Beginning January 1, 2027 and on January 1 of each year thereafter, the rates provided in this Section shall be adjusted based on the rate of inflation, determined by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for a twelve (12) month period as of the end of June of the prior calendar year. The rate increase in a single year shall be limited to a maximum of five percent (5%), regardless of the calculated amount. The resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).
- (iii) The monthly recycling tax for a dormitory shall be two dollars and seventy-five cents (\$2.75) times the residential capacity of the dormitory effective January 1, 2025; and three dollars and no cents (\$3.00) effective January 1, 2026. Beginning January 1, 2027 and on January 1 of each year thereafter, the rates provided in this Section shall be adjusted based on the rate of inflation, determined by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for a twelve (12) month period as of the end of June of the prior calendar year. The rate increase in a single year shall be limited to a maximum of five percent (5%), regardless of the calculated amount. The resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).”

Section 5. 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 6. 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 7. 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 on January 1, 2025, 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 _____, _____.

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.urbanaininois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: December 2, 2024 Committee of the Whole

Subject: An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #4 – Omnibus)

Summary

Action Requested

Forward the budget amendment authorizing these adjustments for approval at the December 9, 2024 City Council meeting. This budget amendment requires six affirmative votes, including the Mayor, in order to pass.

Brief Background

This Ordinance seeks Council action to amend the FY2025 Annual Budget. The proposed adjustments include reallocating funds between capital improvement projects, increasing the budget for equipment in the Vehicle & Equipment Replacement Fund (VERF) for a vehicle not replaced as scheduled, funding the demolition of the old Fire Station 3 on North Lincoln Avenue, and supporting the implementation of new permitting and licensing software.

Relationship to City Services and Priorities

Impact on Core Services

Changes related to the capital improvement projects, equipment, and software are intended to enable City staff to better serve Urbana residents.

Strategic Goals & Plans

The proposed changes related to capital improvement projects, equipment, and software align with the Mayor and Council 2024-2025 Strategic Goals, specifically **Strategic Area #3: Infrastructure**.

Previous Council Actions

The City Council approved the City's [FY2025 Annual Budget](#) on June 24, 2024; Budget Amendment #1 on September 30, 2024; and Budget Amendment #2 on November 25, 2024.

Discussion

Additional Background Information

General Fund (100): The City is transitioning to a new permitting and licensing software system for certain functions, which will require a timely budget amendment to cover the one-time costs associated with the interim subscription and professional services necessary for implementation.

Funding for this project would come from one-time savings already recognized in FY2025 due to vacancies. There would be no increase in recurring expenditures, as reductions in other line items across various departments would offset these costs. These adjustments would be incorporated into the FY2026 budget.

Capital Improvement Fund (200): A budget of \$100,000 is required for the demolition of the old Fire Station 3 located on North Lincoln Avenue. This funding would cover all anticipated costs associated with the safe and efficient removal of the structure, including site preparation, demolition work, debris removal, and any environmental mitigation that may be required.

Stormwater Utility Fund (201): An additional \$50,000 is needed to fund the stormwater sewer portion of an upcoming Stormwater Management Planning project (40412). The additional funds would be reallocated from surplus funds remaining in the Storm Sewer Lining project (40418) after this year's contract.

Sanitary Sewer Fund (204): An additional \$20,000 is needed to fund the sanitary sewer portion of an upcoming Sanitary Planning & GIS project (40514). The additional funds would be reallocated from surplus funds remaining in the Sanitary Sewer Lining project (40511) after this year's contract.

Vehicle and Equipment Replacement Fund (VERF - 300): Approximately \$20,000 in additional funding is needed to replace a Community Development (CD) vehicle originally scheduled for replacement in FY2020 but not yet replaced.

TIF 4 Fund (343): Funds allocated in the FY25 CIP will be adjusted to advance infrastructure improvements based on a refined scope and budget. These improvements include upgrading streetlights along Cunningham Avenue (University Avenue to I-74) for safety and efficiency (40178), repairing sidewalks along Cunningham Avenue, and building a shared-use path on Perkins Road (40177). Funding would be reallocated from unused funds in the surface treatment (40185) and sewer improvements (40517) projects, as well as by advancing funds from the FY26 CIP allocation to FY25. These adjustments would ensure that TIF 4 funds are encumbered by the December 31, 2025, deadline.

Operations Impact

Amending the budget would enable staff to begin critical capital improvement projects, initiate the process of replacing outdated vehicles, and support the implementation of new software to enhance permitting and licensing operations

Fiscal and Budget Impact

There would be no fiscal and budget impact to the General Fund.

Community Impact

All of these requests are designed to better serve Urbana residents either directly or indirectly.

Recommendation

Forward the budget amendment authorizing these adjustments to the FY2025 budget with a recommendation for approval at the December 9, 2024 City Council meeting.

Next Steps

If the proposed adjustments mentioned above are approved, the revisions detailed in the exhibit to the Ordinance will be incorporated into the FY2025 Annual Budget.

Attachment

An Ordinance Revising the Annual Budget Ordinance

Originated: Don Ho, Senior Financial Analyst / Budget Coordinator

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, 2024 and ending June 30, 2025; 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 2024/25 - 04 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
GENERAL OPERATING FUND (100)						
<u>Expenditures</u>						
10040424-50110		PW - STREET MAINT. & CONST: SALARY - REGULAR EMPLOYEES	775,515	743,015	(32,500)	NEW PERMIT/LICENSE SOFTWARE
10050501-50110		CD - ECONOMIC DEVELOPMENT: SALARY - REGULAR EMPLOYEES	63,432	38,432	(25,000)	NEW PERMIT/LICENSE SOFTWARE
10050510-50110		CD - PLANNING & ZONING: SALARY - REGULAR EMPLOYEES	400,303	327,803	(72,500)	NEW PERMIT/LICENSE SOFTWARE
10050521-52102		CD - HOUSING: TECHONOLOGY SERVICES	39,012	169,012	130,000	NEW PERMIT/LICENSE SOFTWARE
Total Expenditures			57,073,169	57,073,169	-	
Ending Fund Balance (estimated)			16,892,838	16,892,838	-	
CAPITAL REPLACEMENT & IMPROV FUND (200)						
<u>Expenditures</u>						
20040470-53305-40818	40818-DEMO	CIP - CAPITAL PROJECTS: FIRE STATION 3 DEMOLITION	-	100,000	100,000	FIRE STATION 3 DEMOLITION
Total Expenditures			22,683,980	22,783,980	100,000	
Ending Fund Balance (estimated)			666,502	566,502	(100,000)	
STORMWATER UTILITY FUND (201)						
<u>Expenditures</u>						
20140470-52106-40412	40412-PLANNING	STORMWATER MGNT PLANNING - ARCHITECTURAL & ENG SERVICES	158,093	208,093	50,000	CIP ADJUSTMENTS
20140470-53303-40418	40418-CONST	STORMWATER - STORM SEWER LINING: STORMWATER	681,431	631,431	(50,000)	CIP ADJUSTMENTS
Total Expenditures			4,262,205	4,262,205	-	
Ending Fund Balance (estimated)			321,785	321,785	-	
SANITARY SEWER FUND (204)						
<u>Expenditures</u>						
20440470-52105-40514	40514-PLANNING	SANITARY PLANNING AND GIS: PLANNING SERVICES	32,788	52,788	20,000	CIP ADJUSTMENTS
20440470-53304-40511	40511-CONST	SANITARY SEWER LINING: SEWER	551,821	531,821	(20,000)	CIP ADJUSTMENTS
Total Expenditures			3,701,265	3,701,265	-	
Ending Fund Balance (estimated)			973,486	973,486	-	
VEHICLE & EQUIPM REPLCMNT FUND (300)						
<u>Expenditures</u>						
30060600-53420	VERF-CD-215	VERF: VEHICLES	1,293,205	1,313,437	20,232	FY2020 CD VEHICLE PURCHASE
Total Expenditures			2,604,583	2,624,815	20,232	
Ending Fund Balance (estimated)			7,253,504	7,233,272	(20,232)	
TIF 4 FUND (343)						
<u>Expenditures</u>						
34350501-52105-40178	40178-PLANNING	TIF 4 - STREET LIGHTING: PLANNING SERVICES	327,755	1,200,000	872,245	CIP ADJUSTMENTS
34350501-53301-40185	40185-PLANNING	TIF 4 - STREET SURFACE TREATMENT: HIGHWAY AND STREETS	500,000	121,152	(378,848)	CIP ADJUSTMENTS
34350501-53305-40517	40517-PLANNING	TIF 4 - SEWER IMPROVEMENTS: OTHER CONSTRUCTION	150,000	-	(150,000)	CIP ADJUSTMENTS
34350501-52105-40177	40177-PLANNING	TIF 4 - SIDEWALKS:PLANNING SERVICES	403,858	625,000	221,142	CIP ADJUSTMENTS
Total Expenditures			5,094,143	5,658,682	564,539	
Ending Fund Balance (estimated)			2,102,731	1,538,192	(564,539)	



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

**MEMORANDUM FROM THE OFFICE OF THE MAYOR
TO THE URBANA CITY COUNCIL**

Meeting: December 2, 2024, Committee of the Whole Meeting
Subject: A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for Cetara Gas Inc d/b/a Cetara Gas Inc, 1821 South Philo Road

Summary

Action Requested

City Council is asked to approve the attached resolution that would increase the number of Class P liquor licenses in the City of Urbana.

Brief Background

Cetara Gas Inc, doing business as Cetara Gas Inc, has applied for a Class P (Package) liquor license for the gas station at 1821 South Philo Road in Urbana.

The gas station was previously owned by Philo South Mart Inc, which held a Class P liquor license. However, that license became void when the business was sold to Cetara Gas Inc in August 2024. City Code states that any change in ownership automatically nullifies an existing liquor license or rider without requiring further action by the City.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Additional Background Information

A Class P license (package store) permits the licensee to sell at retail any and all alcoholic liquor in original package form for consumption off premises only.

It is prohibited to sell, serve, or allow others to sell or serve alcoholic beverages in Urbana without the appropriate license or if the sale or service does not adhere to the requirements of the specific license class and its conditions.

Anyone responsible for a liquor-licensed premises must quickly report any disturbances, violence, or issues on the property to the police. License holders must also keep their premises, surrounding areas, and nearby spaces clean and free of litter. The Local Liquor Commissioner can issue a notice to remove litter, and if it is not addressed within 24 hours, the license could be revoked or other legal action may be taken.

Recommendation

City Council is asked to approve the Class P liquor license for Cetara Gas Inc d/b/a Cetara Gas Inc, 1821 South Philo Road.

Next Steps

If the attached resolution is approved, the Deputy Local Liquor Commissioner will prepare and issue a Class P liquor license for Cetara Gas Inc d/b/a Cetara Gas Inc, 1821 South Philo Road, with an expiration date of June 30, 2025.

Attachment

A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for Cetara Gas Inc d/b/a Cetara Gas Inc, 1821 South Philo Road

Originated by: Kate Levy, Deputy Local Liquor Commissioner
Reviewed: Mayor Diane Wolfe Marlin, Local Liquor Commissioner
Approved: Carol J. Mitten, City Administrator

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INCREASE IN THE NUMBER OF LIQUOR
LICENSES IN THE CLASS P DESIGNATION FOR
CETARA GAS INC D/B/A CETARA GAS INC, 1821 SOUTH PHILO ROAD**

WHEREAS, the City Council has adopted Urbana City Code Section 3-42 to establish limits on the number of liquor licenses issued in the City; and

WHEREAS, Section 3-42(c) of the Urbana City Code provides that a majority of the corporate authorities then elected to office have to approve the creation of a new license; and

WHEREAS, an application for a liquor license in the Class P designation has been submitted to the Local Liquor Commissioner; and

WHEREAS, the City Council finds that the best interests of the City are served by increasing the number of liquor licenses in the Class P designation by one for Cetara Gas Inc d/b/a Cetara Gas Inc, 1821 South Philo Road, Urbana, Ill.

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

The maximum number of liquor licenses in the Class P designation is hereby increased by one for Cetara Gas Inc d/b/a Cetara Gas Inc, 1821 South Philo Road, Urbana, Ill. The schedule of maximum number of authorized licenses for the respective classification maintained by the Local Liquor Commissioner shall reflect such increase.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INCREASE IN THE NUMBER OF LIQUOR LICENSES IN THE CLASS P DESIGNATION FOR H MART URBANA, LLC D/B/A H MART, 220 NORTH BROADWAY AVENUE

WHEREAS, the City Council has adopted Urbana City Code Section 3-42 to establish limits on the number of liquor licenses issued in the City; and

WHEREAS, Section 3-42(c) of the Urbana City Code provides that a majority of the corporate authorities then elected to office have to approve the creation of a new license; and

WHEREAS, an application for a liquor license in the Class P designation has been submitted to the Local Liquor Commissioner; and

WHEREAS, the City Council finds that the best interests of the City are served by increasing the number of liquor licenses in the Class P designation by one for H Mart Urbana, LLC d/b/a H Mart, 220 North Broadway Avenue, Urbana, Ill.

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

The maximum number of liquor licenses in the Class P designation is hereby increased by one for H Mart Urbana, LLC d/b/a H Mart, 220 North Broadway Avenue, Urbana, Ill. The schedule of maximum number of authorized licenses for the respective classification maintained by the Local Liquor Commissioner shall reflect such increase.

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



City of Urbana
400 S. Vine Street, Urbana, IL 61801
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MEMORANDUM FROM THE OFFICE OF THE MAYOR TO THE URBANA CITY COUNCIL

Meeting: December 2, 2024, Committee of the Whole Meeting
Subject: A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for H Mart Urbana, LLC d/b/a H Mart, 220 North Broadway Avenue

Summary

Action Requested

City Council is asked to approve the attached resolution that would increase the number of Class P liquor licenses in the City of Urbana.

Brief Background

H Mart Urbana, LLC, doing business as H Mart, has applied for a Class P (Package) liquor license for the grocery store located at 220 North Broadway Avenue in Urbana.

Additionally, H Mart has requested adding a Grocery Café Rider, which is available to Class P licensees.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Additional Background Information

A Class P license (package store) permits the licensee to sell at retail any and all alcoholic liquor in original package form for consumption off premises only.

A Grocery Café Rider permits a Class P licensee to sell and serve wine and beer by the drink for consumption on the licensed premises in a specifically designated area between the hours of 11 a.m. and 8 p.m.

It is prohibited to sell, serve, or allow others to sell or serve alcoholic beverages in Urbana without the appropriate license or if the sale or service does not adhere to the requirements of the specific license class and its conditions.

Anyone responsible for a liquor-licensed premises must quickly report any disturbances, violence, or issues on the property to the police. License holders must also keep their premises, surrounding areas, and nearby spaces clean and free of litter. The Local Liquor Commissioner can issue a notice to remove litter, and if it is not addressed within 24 hours, the license could be revoked or other legal action may be taken.

Recommendation

City Council is asked to approve the Class P liquor license for H Mart Urbana, LLC d/b/a H Mart, 220 North Broadway Avenue.

Next Steps

If the attached resolution is approved, the Deputy Local Liquor Commissioner will prepare and issue a Class P liquor license for H Mart Urbana, LLC d/b/a H Mart, 220 North Broadway Avenue, with an expiration date of June 30, 2025.

Attachment

A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for H Mart Urbana, LLC d/b/a H Mart, 220 North Broadway Avenue

Originated by: Kate Levy, Deputy Local Liquor Commissioner

Reviewed: Mayor Diane Wolfe Marlin, Local Liquor Commissioner

Approved: Carol J. Mitten, City Administrator