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**DATE:** Monday, September 23, 2024  
**TIME:** 7:00 PM  
**PLACE:** 400 South Vine Street, Urbana, IL 61801

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## AGENDA

Chair: *Grace Wilken, Ward 6*

**A. Call to Order and Roll Call**

**B. Approval of Minutes of Previous Meeting**

**C. Additions to the Agenda**

**D. Presentations and Public Input**

**E. Staff Report**

**F. Unfinished Business**

1. **Resolution No. 2024-08-058R:** A Resolution Approving Standardized Employment Agreement Templates for City Appointees – HRF/Exec

**G. New Business**

1. **Resolution No. 2024-09-063R:** A Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Lincoln Avenue, Wascher Drive to Killarney Street, Road Diet Demonstration) – PW
2. **Ordinance No. 2024-09-030:** An Ordinance Amending Urbana City Code Chapter 22, Sections 22-31 and 22-34 (Local Motor Fuel Tax) - HRF
3. **Ordinance No. 2024-09-031:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #1 - Omnibus) - HRF
4. **Resolution No. 2024-09-064R:** A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Hunsinger Enterprises, Inc., 604 West Elm Street) - Exec
5. **Resolution No. 2024-09-065R:** A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Deancurt Urbana LLC, One North/Linc, 1601 North Lincoln Avenue) - Exec
6. **Resolution No. 2024-09-066R:** A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Parc II LLC, One South/Onyx, 1349 North Lincoln Avenue) - Exec

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

7. **Resolution No. 2024-09-067R:** A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Urbana Parc II LLC, One South/Onyx, 1321 North Lincoln Avenue) - Exec
8. **Resolution No. 2024-09-068R:** A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Urbana Parc II LLC, One South/Onyx, 1317 North Lincoln 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@urbanailinois.us](mailto:citycouncil@urbanailinois.us). The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

### **Written Input**

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

### **Verbal Input**

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

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

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

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under "Verbal Input". Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or

behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker's microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the meeting record.

**Accommodation**

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

- Phone: 217.384.2366
- Email: [CityClerk@urbanillinois.us](mailto:CityClerk@urbanillinois.us)



**City of Urbana**  
 400 S. Vine Street, Urbana, IL 61801  
[www.urbanailinois.us](http://www.urbanailinois.us)

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** August 19, 2024 Committee of the Whole Meeting  
**Subject:** Employee Agreement Templates for Appointed Employees

### Summary

#### *Action Requested*

The City Council is being asked to approved standardized employment agreement templates for the City Administrator and Department Heads, and other appointed employees.

#### *Brief Background*

The proposed agreements articulate and memorialize the proposed terms and conditions of employment for the City's appointees as well as articulate the obligations and expectations between the City and its appointees. If approved, the templates will be utilized by City Administration and Human Resources when negotiating and entering into employment agreements with the City's appointees.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

The City's ability to recruit and retain highly qualified staff for these executive-level positions is critical to the organization's ability to serve the community. Without consistent, effective leadership, the City's work may suffer. Turnover, particularly in the City Administrator or department head positions, can be very disruptive.

#### *Strategic Goals & Plans* [N/A]

#### *Previous Council Actions*

In 2021, Council approved changes to the City Code that reduced the number of appointed positions. [\(2021-08-038\)](#)

### Discussion

#### *Additional Background Information*

The appointment process has, at times, been a barrier to recruiting or retaining highly qualified individuals to serve in the organization. The fact that the Mayor, who is the City's Chief Executive Officer, may change as often as every four years, creates a situation where appointed employees may

be concerned about job security. (Some current employees have already expressed such concerns to us.) Given the nature of their positions, appointed employees do not have an entitlement to an appeals process of adverse employment decisions, such as those provided to other employees by the Civil Service system or Collective Bargaining Agreements. Staff believes the proposed standard agreements would provide increased stability and predictability among leadership in the organization, a general consistency amongst the appointees in the terms and conditions of employment, and additional stability for appointed employees in terms of providing some mechanism that provides for a period of transition for appointees in the event the City elects not to continue their appointments for reasons other than malfeasance by the appointee. Accordingly, staff believes that implementation of these agreements will improve staff's ability to retain and recruit qualified employees in appointed positions.

There are two templates before the Council for its consideration. Items memorialized within both of the contract templates include the term of employment, recognizing that Urbana appointees are subject to annual or bi-annual reappointment votes. Additionally, given those employees appointed by the Mayor and Council do not enjoy any of the employment protections of the City's employees who are members of unions and/or Civil Service, these agreements define scenarios and processes by which the City and appointees might sever the employment relationship. Some of the other terms discussed in the agreements include duties and responsibilities of the employee and compensation. Where there may be some variation between different appointee agreements based upon variation in job responsibilities or appointee specific circumstances, these agreement endeavor to set reasonable parameters in which the City and appointee can settle. For instance, not all appointees will be compensated at the same rate. As such, please note that in Section 3, there is standard language but specific terms will be written into the contract on a case specific basis. Other sections may be applicable to certain appointees and not others. For example, it is standard that the Chiefs of the Fire and Police Departments be issued take home vehicles with which to respond to after hours emergencies. Other department heads may not be issued City vehicles. Additionally, the template for the Department Head/City Administrator agreements contains a provision related to a residency incentive. Both agreement templates have provisions related to indemnification as provided to the City's elected officials and employees under the City Code, as well as standard contract clauses such as breach, governing law, venue, etc. A summary of significant terms of each of the agreements is attached.

Although any appointed employee, other than an employee in a limited term position, would potentially be eligible to have an agreement, the Mayor would have authority to execute standard employment agreements at their discretion. Any employment agreement not conforming to the essential parameters of the standard agreement would require approval by the City Council.

#### *Fiscal and Budget Impact*

This action would have no fiscal impact, since it is not expected to affect the amount of compensation offered to appointed employees.

*Recommendation*

Staff recommends that the Committee of the Whole advance the Resolution and agreement templates to the August 26 City Council meeting with a recommendation for approval.

*Next Steps*

If approved, City Administration and Human Resources will utilize these templates when entering into employment agreements with its appointed officials.

**Attachments**

1. A Resolution Approving Standardized Employment Agreement Templates for City Appointees
2. Summary of Proposed Terms

Originated by: Michelle Brooks, Labor and Employee Relations Manager

Reviewed: Elizabeth Hannan, Human Resources and Finance Director  
Matthew Roeschley, City Attorney

Approved: Carol Mitten, City Administrator

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING STANDARDIZED EMPLOYMENT AGREEMENT  
TEMPLATES FOR CITY APPOINTEES**

**WHEREAS**, the terms and conditions of employment for the City's appointed employees are not governed by a collective bargaining agreement nor the Civil Service Rules; and

**WHEREAS**, it is in the best interests of both the City and its appointed employees that the terms and conditions of employment be memorialized; and

**WHEREAS**, the City endeavors to ensure uniformity and consistency across the employment agreements for its appointees;

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

Section 1. Council approves as to form the attached template for employment agreements between the City and its Department Heads and City Administrator, and the attached templates between the City and its other appointed employees.

Section 2. Council authorizes the Mayor as designee to negotiate specific terms of, enter into, and execute such contracts with City appointees on behalf of the City of Urbana.

**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



**Summary of Proposed Terms**  
**Standard Employment Agreements for Appointed Employees**

Item F1.

	City Administrator & Department Heads	Other Appointed Employees
<b>Term</b>	Automatic renewal upon reappointment by Mayor and Council.	
<b>Salary Increases</b>	Cost of living increases commensurate with other non-union employees, including opportunity to receive additional increases based on performance.	
<b>Health Insurance, Dental, Vision, Flex Spending</b>	Consistent with other City employees.	
<b>Sick Leave</b>	96 hours advanced on first day; after 1 year, 8 hours accrued monthly.	
<b>Vacation Days</b>	Start of year 1 – 20 days, Start of year 3 – 25 days. 40 hours may be carried over.	Start of year 1 – 20 days, Start of Year 4 – 25 days. 40 hours may be carried over.
<b>Holidays</b>	12 paid holidays, including one floating holiday, consistent with other non-union employees.	
<b>Take-home Vehicle or Stipend for Personal Vehicle for City Business</b>	Specific positions only – for take-home vehicles, when permitted, allowed within Champaign County only. Stipend or reimbursement for personal vehicle used for City business.	
<b>Residency, Moving Expenses, Temporary Housing</b>	Residency incentive \$10K to locate within City of Urbana corporate limits, or for employees who live in Urbana City limits at time of hire. Reasonable relocation expenses for moving into Champaign County.	N/A
<b>Severance Pay and Benefits</b>	Eight (8) weeks initially, plus an additional four (4) weeks at end of year one, then two (2) weeks for each additional year of service as an appointee, to a maximum of 20 weeks; continuation of health insurance for same period.	Eight (8) weeks initially, plus an additional two (2) weeks at end of year one, then one (1) week for each additional year of service as an appointee, to a maximum of 20 weeks; continuation of health insurance for same period.
<b>Severance Pay Applies When</b>	Employee is separated before end of appointment period, not recommended for reappointment, or appointment is not confirmed by City Council, employee resigns at request of City; unless termination is a result of unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct.	
<b>Indemnification</b>	City defends and holds employee harmless against claims related to performance of employee's job. City retains right to compromise or settle claims. City has no obligation if the claim arises from employee's grossly negligent, willful, wanton, or intentional misconduct.	
<b>Pension</b>	Police, Fire, or IMRF pension, based on position and applicable State law.	
<b>Notice Incentive</b>	Incentive to provide notice of more than 30 days.	No incentive.



## **EMPLOYMENT AGREEMENT (APPOINTED EMPLOYEES)**

This Employment Agreement (hereinafter, “Agreement”) is entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”) and *[INSERT NAME]* (hereinafter, “Employee” or “they/them”) (the City and Employee sometimes referred to, generally, as a “Party” or collectively as the “Parties”).

**WHEREAS**, the City is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

**WHEREAS**, the City seeks to employ/retain Employee and the City Council has appointed *[INSERT NAME]* to the position of *[POSITION]* pursuant to Illinois Municipal Code and the Urbana City Code (65 ILCS 5/3.1-30-5; UCC 2042, 24-3).

**NOW, THEREFORE**, in consideration of the promises and other good valuable consideration, as specified in the mutual terms, conditions, and covenants contained herein, the Parties agree as follows:

### **SECTION 1. TERM AND SCOPE OF AGREEMENT.**

Pursuant to the Illinois Municipal Code and the Urbana City Code, Employee is subject to appointment and confirmation by the Mayor and Urbana City Council, respectively (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43). This Agreement speaks to the terms and conditions of Employee’s employment for so long as the City, through its Mayor and Council, appoints and appropriates for Employee to remain in the position of *[POSITION]*, the Employee chooses to accept and continue in that appointment, and is not separated from employment as described in Section 12 of this Agreement.

## **SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.**

The City shall employ Employee and provide them with a job description for the position of [POSITION]. Employee shall perform and carryout the duties and responsibilities specified in the job description, appended hereto as Exhibit A. Employee shall also be given such authority as is reasonably necessary in order to perform the said duties and responsibilities. Employee shall perform their duties and responsibilities in a highly ethical and professional manner consistent with federal and state law, the Urbana City Code, City policies and procedures, and consistent with the ethics of their profession, all of which may, from time to time, be amended.

## **SECTION 3. COMPENSATION.**

**A. Salary.** Employee compensation as [POSITION] shall be a gross annual salary of \$ [AMOUNT IN NUMBERS (AMOUNT WRITTEN)]. Employee's annual salary shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for participating in the benefits offered to Employee in the same manner as required of the Department Heads. The City shall pay Employee with the same frequency and on the same dates when the City's department heads are paid and consistent with the City's payroll policies and practices.

**B. Non-Salary Compensatory Benefits.** Excepted as provided for herein in this Section 3, the City agrees to provide the benefit package equivalent to that which is provided to the City's non-bargaining unit, full-time, exempt employees:

**1. Vacation Days:** Upon employment, Employee shall receive twenty (20) vacation days. Thereafter, beginning upon the start of the Employee's fourth year of employment, Employee shall accrue twenty-five (25) days of vacation annually on the anniversary of employment. [NOTE: if Employee is already employed with the City and is already receiving 25 days yearly accrual, just state, "*Employee shall continue to receive 25 days of vacation annually upon the anniversary of employment.*"]

**2. Sick Leave:** Upon employment, Employee shall be advanced ninety-six (96) hours of sick leave. Upon completion of the first year of employment, Employee shall accrue eight (8) hours of sick leave per month.

**3. Holidays:** Employee shall receive eight (8) hours of Holiday Pay for those holidays observed by the City consistent with the non-bargaining unit holiday schedule, and an additional floating holiday.

**4. Pension:** Should they elect, and consistent with all applicable State, Federal, and local laws and regulations and City and pension plan policies, Employee will be enrolled in [IMRF, FIREFIGHTERS PENSION FUND, or POLICE PENSION FUND].

**C. Adjustments.** This Agreement shall be automatically amended to reflect any changes that are made to the City's salary and/or benefits and which are applied to the City's department heads as a whole including, but not necessarily limited to, cost of living adjustments. Employee will also be eligible for pay increases consistent with compensation for other non-bargaining unit City employees.

#### **SECTION 4. GENERAL BUSINESS EXPENSES, ALLOWANCES, AND STIPENDS.**

Employee shall be reimbursed for business-related expenses in accordance with the provisions set forth in 820 ILCS 115/9.5 and relevant City policies. *[IF APPLICABLE, insert here provisions such as, "Employee shall be given one standard initial issue of uniforms, body armor, duty weapon and badge(s) and an annual uniform allowance of AMOUNT (subject to taxation and withholding). Employee will also be issued a laptop computer or tablet, which shall be maintained at the City's expense. Employee will either be issued a cell-phone by the City, which the City shall maintain at the City's expense, or shall be provided a cell-phone stipend for use of their private cell-phone for conducting business related to their job responsibilities. Laptops or cell-phones issued by the City shall remain City property and shall be returned upon Employee's separation from the City."]*

#### **SECTION 5. WORK ENVIRONMENT.**

The City shall provide workspace, furnishings, equipment, supplies, and administrative support as Employee may reasonably require in order for them to professionally, efficiently, and effectively undertake, perform, and discharge the duties and responsibilities provided for in Section 2 of this Agreement.

#### **SECTION 6. AUTOMOBILE. [optional if applicable]**

Employee will be issued a take-home vehicle for transportation needs related to their job duties for the duration of their tenure as *[POSITION]*. Employee may use the vehicle for personal travel within Champaign County limits and subject to IRS rules. Employee is not to allow other persons who are not designated by the City as authorized drivers to operate the automobile at any point in time. Employee acknowledges that personal use of this vehicle may be taxable, and employee may be required to report personal use to Finance staff. *[OR]* Should Employee utilize

their personal vehicle for City business, Employee shall either be reimbursed or provided a stipend for all reasonable costs associated with such use.

## **SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.**

**A. Outside Employment.** The employment provided by this Agreement shall be Employee's primary employment. The Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must constitute neither interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

**B. Normal Working Hours.** Employee recognizes that the City's normal business hours are from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, less one hour for lunch per workday. Notwithstanding the immediate foregoing, the City recognizes that Employee will be required to devote a considerable amount of time outside the City's normal business hours and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall permit Employee to faithfully perform the duties and responsibilities required by this Agreement and Exhibit A appended hereto and made a part hereof.

## **SECTION 8. INDEMNIFICATION.**

Consistent with, and subject to the limitations of, Article IX of the Urbana City Code, the City shall provide legal defense services and indemnity for Employee if Employee is sued or threatened with suit for damages allegedly caused by their actions in the performance of their duties as [POSITION] to the fullest extent permitted by law.

## **SECTION 9. BONDING.**

The City shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or City ordinance or policy.

## **SECTION 10. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.**

To the extent that the City requires Employee to be licensed or certified to undertake and perform their duties and responsibilities, the City shall pay the full cost for obtaining and maintaining all such licenses or certifications specific to Employee's position as [POSITION]. Employee shall be eligible for reimbursement for other licenses, continuing education, and certification fees as the City Administrator or their designee may approve and which relate to Employee's performance of their duties and responsibilities. Within [TIME-FRAME] of commencement of employment, Employee must obtain (and thereafter maintain) [REQUIRED CERTIFICATION/LICENSES]. Employee shall maintain in full force and effect during the period of their employment with the City all licenses and certification which they are required to obtain as provided in Exhibit A appended hereto and made a part hereof.

**A. Professional Organization Memberships.** The City shall pay for or reimburse Employee for the cost(s) of membership in one or more job-related professional organizations that the City Administrator, or their designee, deems beneficial to Employee's performance of their duties and responsibilities.

**B. Conferences and Training.** The City shall pay for or reimburse Employee for the cost(s) they incur in connection with attendance of professional conferences, seminars, training, workshops, and development in connection with the performance of their duties and responsibilities, subject to budgetary constraints and prior authorization by the City Administrator or their designee. The City shall also pay for or reimburse Employee for cost(s) incurred in connection with such attendance per City travel policy.

## **SECTION 11. SEPARATION.**

For purposes of this Agreement, separation shall mean and occur in any of the following circumstances:

- A.** The Mayor, subject to Illinois Municipal Code Section 3.1-35-10 (65 ILCS 5/3.1-35-10), elects to either separate the Employee prior to the end of their existing appointment, elects not to reappoint Employee, or if the City Council declines to confirm Employee's re-appointment when put forth by the Mayor.
- B.** The City, residents or legislature amends any provision of the Urbana City Code pertaining to the role, powers, duties, authority, and/or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.

- C. The City reduces the salary, compensation, or any other benefit of Employee in an amount or in value that is greater than the average reduction of all Department Heads' salary, compensation, or other benefits.
- D. The Employee resigns following the City's offer to accept their resignation, whether formal or informal. In such case, Employee may declare a termination as of the date of the City's offer to accept their resignation.

## **SECTION 12. SEVERANCE.**

Except as provided in Subsection F of this Section 12, the City shall pay severance to Employee when Employee's employment is separated as defined in Section 11.

- A. **Severance Payment.** If Employee is separated within the first year of employment as an appointed officer of the City as provided in Section 11 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of their second year of Employment as an appointed officer of the City, Employee shall receive an additional two (2) weeks of severance upon separation, with an additional one (1) week of severance for each additional full year of service, to a maximum of twenty (20) weeks of severance.
- B. **Timing of Severance Payment.** This severance shall be paid in between thirty-one (31) and sixty (60) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.
- C. **Final Payout.** Employee shall also be compensated for all accrued and unused vacation leave, and as much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 12 shall be subject to withholding as required by state and federal law.
- D. **COBRA.** Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 12.

**E. Exception to Payment of Severance.** Notwithstanding anything to the contrary contained in this Section 12, Employee shall not be entitled to any form of severance if Employee is removed from office pursuant 65 ILCS 5/3.1-35-10, or is terminated as a direct or proximate result of their unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. In the event that the City seeks to secure Employee's termination under this Subsection E of Section 12 through a mutually negotiated settlement, pursuant to the Illinois Government Severance Act, 5 ILCS 415/10, the terms of such settlement shall provide no greater than twenty (20) weeks of severance pay.

**F. Entirety of Consideration.** Except as otherwise set forth in this Agreement, Employee is not entitled to any further compensation, monies, or other benefits from the City, including coverage under any benefit plans or programs sponsored by the City, except for those explicitly stated in Section 12 of this document.

### **SECTION 13. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.**

In the event Employee voluntarily resigns from their position as [*POSITION*], without having first received an offer from the City for their resignation (as contemplated in Section 12(D) of this Agreement), Employee shall not be entitled to severance as provided in Section 13 of this Agreement. In the event of voluntary resignation, Employee agrees to provide a minimum of thirty (30) days' advance written notice to the Mayor. Employee may not take vacation time in excess of forty (40) hours within the last thirty (30) days of employment.

### **SECTION 14. TRANSITION OF DUTIES AND RESPONSIBILITIES.**

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City.

### **SECTION 15. MISCELLANEOUS TERMS.**

**A. Notices.** Any notice required to be given shall be deemed effective if given as follows:

1. A notice which is hand delivered to the intended recipient of such notice shall be deemed effective on the day given if delivery directly to the intended recipient is made prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day. A hand-delivered notice shall be placed in an envelope bearing the name of the intended recipient.



2. A notice which is placed in a properly addressed envelope (based upon the most recent address provided by Employee to the City) bearing proper postage shall be deemed effective three (3) days following placement of such envelope with the United States Postal Service, First Class U.S. Mail delivery.
3. A notice which is placed with a private courier service for delivery shall be deemed effective on the day of delivery if the intended recipient receives the notice prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day.

All other forms of notice shall not be deemed effective. All notices shall bear a legend on the envelope that reads "CONFIDENTIAL."

**B. Integration.** This Agreement shall be deemed and construed as the sole and mutual understanding of the Parties and shall supersede and render null and void any prior understanding by and between the Parties whether such understanding is oral or in writing.

**C. Amendment.** Notwithstanding anything to the contrary contained in this Agreement, the Parties, by a duly executed writing, may amend, modify, change, or rescind this Agreement.

**D. Binding Effect.** This Agreement shall be binding on and enforceable against the Parties, respectively, as well as their executors, administrators, heirs, legatees, successors, assigns, and representatives in interest.

**E. Effective Date.** This Agreement shall become effective on the latest date of execution appearing below. Unless agreed to in writing otherwise, Employee's annual salary and benefits provided in this Agreement and Exhibit B appended hereto and made apart hereof shall commence with the first day Employee commences performance of *[POSITION]*. [NOTE: For employees who are already employed by the City when they enter into this Employment Agreement, adjust language of this subsection to reflect their actual longevity and timing of provisions herein]

**F. Severability.** In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares an essential term of this Agreement to be null, void, and of no effect, and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court's declaration.

For purposes of this Subsection F of this Section 16, “essential term” shall mean and be construed as including the duties and responsibilities provided for in Section 2 of this Agreement and Exhibit B appended hereto and made a part hereof and the compensation provided in Section 3 of this Agreement and Exhibit A appended to and made a part of this Agreement.

**G. Governing Law and Venue.** This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Illinois. Any action which may arise to enforce, construe, interpret, or for breach of this Agreement shall be filed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or the United States District Court for the Central District of Illinois and in no other jurisdiction or venue.

**H. Section and Subsection Headings.** Section and Subsection headings are provided for convenience in navigating this Agreement and are not intended to aid in the interpretation or construction of any term, condition, or covenant contained herein.

**I. Assignment.** Neither Party shall assign or otherwise transfer any right or obligation which that Party may have as provided in this Agreement without the written consent of the Parties.

**J. Counterparts.** The Parties may execute more than one conformed copy of this Agreement and each duly executed conformed copy shall be deemed an original.

**K. Construction of Agreement.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for preparation of this Agreement.

**L. Employee Allowed to Consult with an Attorney.** Employee acknowledges that they have been given sufficient opportunity and time to consult with an attorney of their choosing before signing this agreement.

**M. Default and Cure.** In the event either Party defaults on any of that Party’s obligation as set forth in this Agreement (“Defaulting Party”), the other Party (“Non-Defaulting Party”) shall have the right to send a written Notice of Default to the Defaulting Party which (i) describes the nature of the default in sufficient detail so as to put the Defaulting Party on notice of the nature of the default; (ii) identifies the Paragraph or Sub-Paragraph of this Agreement, as the case may be, that the Non-Defaulting Party believes is in default; and (iii) provides a reasonable date by which the Defaulting Party must cure the default. Within seven (7) calendar days after the effective date of the Notice of Default, the Defaulting Party shall (i) cure the default within the date specified in the Non-Defaulting Party’s Notice of Default; (ii) provide evidence to the Non-Defaulting Party that

demonstrates that the Defaulting Party is not in fact in default; or (iii) provide another reasonable date by which the Defaulting Party shall cure the default. In the event that the Defaulting Party responds to the Notice of Default by advising the Non-Defaulting Party the Defaulting Party is not in fact in default or proposes another date by which the default shall be cured, the Parties shall meet in an effort to resolve the dispute or set a date by when the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

**N. Attorneys' Fees and Costs.** If either Party is found by a court of competent jurisdiction to be in breach of this Agreement, to the extent not otherwise prohibited by Illinois law, the non-breaching Party shall be entitled to recover from the breaching Party any and all costs and expenses, including but not necessarily limited to reasonable attorneys' fees, incurred by the non-breaching party in seeking to enforce this Agreement.

**O. Complete Agreement.** This Agreement, together with any documents incorporated herein by reference and all related exhibits, constitutes the Parties' sole and entire agreement with respect to the subject matter contained herein and cancels, supersedes, and replaces any and all prior and contemporaneous proposals, understandings, representations, warranties, and agreements (written, oral, or implied) regarding all matters addressed herein. This Agreement is the result of full negotiations and final agreement between the Parties as to all relevant terms and conditions of employment, including, but not limited to, Employee's salary and benefits. Unless otherwise initiated by the City and pursuant to and consistent with City policies, practices, and procedures, adjustments to the conditions of employment including, but not limited to, salary or other benefits will only occur if agreed to by both Parties, memorialized, and added to this Agreement. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

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**EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS [INSERT NUMBER OF PAGES] PAGES AND [INSERT NUMBER OF SECTIONS] SECTIONS CONTAINED THEREIN. EMPLOYEE ACKNOWLEDGES THAT THE ONLY CONSIDERATION FOR EMPLOYEE SIGNING THE AGREEMENT ARE THE TERMS STATED HEREIN, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO EMPLOYEE BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE EMPLOYEE TO SIGN THE AGREEMENT, THAT THEY ARE COMPETENT TO EXECUTE THE AGREEMENT, THAT THEY FULLY UNDERSTAND THE MEANING AND INTENT OF THE AGREEMENT, THAT THEY**

**HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE AGREEMENT WITH  
EMPLOYEE'S ATTORNEY, AND THAT THEY ARE VOLUNTARILY EXECUTING IT  
OF EMPLOYEE'S OWN FREE WILL.**

**[END OF AGREEMENT, SIGNATURES FOLLOW]**

**For the City of Urbana, Illinois**

**Employee**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
*[INSERT NAME]*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibits: A. Job Description  
B. Offer Letter



## **EMPLOYMENT AGREEMENT (DEPARTMENT HEADS AND CITY ADMINISTRATOR)**

This Employment Agreement (hereinafter, “Agreement”) is entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”) and *[INSERT NAME]* (hereinafter, “Employee” or “they/them”) (the City and Employee sometimes referred to, generally, as a “Party” or collectively as the “Parties”).

**WHEREAS**, the City is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

**WHEREAS**, the City seeks to employ/retain Employee and the City Council has appointed *[INSERT NAME]* to the position of *[POSITION]* pursuant to Illinois Municipal Code and the Urbana City Code (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43).

**NOW, THEREFORE**, in consideration of the promises and other good valuable consideration, as specified in the mutual terms, conditions, and covenants contained herein, the Parties agree as follows:

### **SECTION 1. TERM AND SCOPE OF AGREEMENT.**

Pursuant to the Illinois Municipal Code and the Urbana City Code, Employee is subject to appointment and confirmation by the Mayor and Urbana City Council, respectively (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43). This Agreement speaks to the terms and conditions of Employee’s employment for so long as the City, through its Mayor and Council, appoints and appropriates for Employee to remain in the position of *[POSITION]*, the Employee chooses to accept and continue in that appointment, and is not separated from employment as described in Section 12 of this Agreement.

## **SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.**

The City shall employ Employee and provide them with a job description for the position of [POSITION]. Employee shall perform and carryout the duties and responsibilities specified in the job description, appended hereto as Exhibit A. Employee shall also be given such authority as is reasonably necessary in order to perform the said duties and responsibilities. Employee shall perform their duties and responsibilities in a highly ethical and professional manner consistent with federal and state law, the Urbana City Code, City policies and procedures, and consistent with the ethics of their profession, all of which may, from time to time, be amended.

## **SECTION 3. COMPENSATION.**

**A. Salary.** Employee compensation as [POSITION] shall be a gross annual salary of \$ [AMOUNT IN NUMBERS (AMOUNT WRITTEN)]. Employee's annual salary shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for participating in the benefits offered to Employee in the same manner as required of the Department Heads. The City shall pay Employee with the same frequency and on the same dates when the City's department heads are paid and consistent with the City's payroll policies and practices.

**B. Non-Salary Compensatory Benefits.** Excepted as provided for herein in this Section 3, the City agrees to provide the benefit package equivalent to that which is provided to the City's non-bargaining unit, full-time, exempt employees:

**1. Vacation Days:** Upon employment, Employee shall receive twenty (20) vacation days. Thereafter, beginning upon the start of the Employee's third year of employment, Employee shall accrue twenty-five (25) days of vacation annually on the anniversary of employment. [NOTE: if Employee is already employed with the City and is already receiving 25 days yearly accrual, just state, "*Employee shall continue to receive 25 days of vacation annually upon the anniversary of employment.*"]

**2. Sick Leave:** Upon employment, Employee shall be advanced ninety-six (96)) hours of sick leave. Upon completion of the first year of employment, Employee shall accrue eight (8) hours of sick leave per month.

**3. Holidays:** Employee shall receive eight (8) hours of Holiday Pay for those holidays observed by the City consistent with the non-bargaining unit holiday schedule, and an additional floating holiday.

**4. Pension:** Should they elect, and consistent with all applicable state, federal, and local laws and regulations and City and pension plan policies, Employee will be enrolled in [IMRF, FIREFIGHTERS PENSION FUND, or POLICE PENSION FUND].

**C. Adjustments.** This Agreement shall be automatically amended to reflect any changes that are made to the City's salary and/or benefits and which are applied to the City's department heads as a whole, including but not limited to cost-of-living adjustments. Employee will also be eligible for pay increases consistent with compensation for other non-bargaining unit City employees.

#### **SECTION 4. GENERAL BUSINESS EXPENSES, ALLOWANCES, AND STIPENDS.**

Employee shall be reimbursed for business-related expenses in accordance with the provisions set forth in 820 ILCS 115/9.5 and relevant City policies. *[IF APPLICABLE, insert here provisions such as, "Employee shall be given one standard initial issue of uniforms, body armor, duty weapon and badge(s) and an annual uniform allowance of AMOUNT (subject to taxation and withholding). Employee will also be issued a laptop computer or tablet, which shall be maintained at the City's expense. Employee will either be issued a cell-phone by the City, which the City shall maintain at the City's expense, or shall be provided a cell-phone stipend for use of their private cell-phone for conducting business related to their job responsibilities. Laptops or cell-phones issued by the City shall remain City property and shall be returned upon Employee's separation from the City."]*

#### **SECTION 5. WORK ENVIRONMENT.**

The City shall provide an office and such workspace, furnishings, equipment, supplies, and administrative support as Employee may reasonably require in order for them to professionally, efficiently, and effectively undertake, perform, and discharge the duties and responsibilities provided for in Section 2 of this Agreement.

#### **SECTION 6. AUTOMOBILE. [optional if applicable]**

Employee will be issued a take-home vehicle for transportation needs related to their job duties for the duration of their tenure as *[POSITION]*. Employee may use the vehicle for personal travel within Champaign County limits and subject to IRS rules. Employee is not to allow other persons who are not designated by the City as authorized drivers to operate the automobile at any point in time. Employee acknowledges that personal use of this vehicle may be taxable, and employee may be required to report personal use to Finance staff. *[OR]* Should Employee utilize their personal vehicle for City business, Employee shall either be reimbursed or provided a stipend for all reasonable costs associated with such use.

## **SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.**

**A. Outside Employment.** The employment provided by this Agreement shall be Employee's primary employment. The Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must constitute neither interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

**B. Normal Working Hours.** Employee recognizes that the City's normal business hours are from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, less one hour for lunch per workday. Notwithstanding the immediate foregoing, the City recognizes that Employee will be required to devote a considerable amount of time outside the City's normal business hours and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall permit Employee to faithfully perform the duties and responsibilities required by this Agreement and Exhibit A appended hereto and made a part hereof.

## **SECTION 8. INDEMNIFICATION.**

Consistent with, and subject to the limitations of, Article IX of the Urbana City Code, the City shall provide legal defense services and indemnity for Employee if Employee is sued or threatened with suit for damages allegedly caused by their actions in the performance of their duties as [POSITION] to the fullest extent permitted by law.

## **SECTION 9. BONDING.**

The City shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or City ordinance or policy.

## **SECTION 10. RESIDENCY INCENTIVE AND MOVING EXPENSES.**

Employee shall be issued a residency incentive of ten-thousand dollars (\$10,000) in two installments if Employee resides within Urbana city limits at the time of hire, or relocates their primary residence within Urbana city limits within one-year of date of hire for the position of [POSITION]. In such case, Employee shall be reimbursed for reasonable costs associated with relocation of their primary residence, provided Employee is moving from outside Champaign County. If Employee resides in Urbana at the time of hire, Employee shall receive five-thousand dollars (\$5,000) upon commencement of employment in the position of [POSITION], and an additional five-thousand dollars (\$5,000) at the start of Employee's third year in the position of [POSITION] provided Employee has lived continuously in Urbana during that time. If Employee



relocates to Urbana within one-year of date of hire in the position of [POSITION], Employee shall receive five-thousand dollars (\$5,000) upon establishing primary residence in Urbana, and an additional five-thousand dollars (\$5,000) at the start of Employee's third year in the position of [POSITION] provided Employee has lived continuously in Urbana during that time.

If Employee resides outside of Champaign County prior to hire date, and relocates their primary residence to within Champaign County, but outside of the City of Urbana, within one year of date hire for the position of [POSITION], Employee shall be reimbursed for reasonable costs associated with relocation of their primary residence.

## **SECTION 11. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.**

To the extent that the City requires Employee to be licensed or certified to undertake and perform their duties and responsibilities, the City shall pay the full cost for obtaining and maintaining all such licenses or certifications specific to Employee's position as [POSITION]. Employee shall be eligible for reimbursement for other licenses, continuing education, and certification fees as the Mayor or their designee may approve and which relate to Employee's performance of their duties and responsibilities. Within [TIME-FRAME] of commencement of employment, Employee must obtain (and thereafter maintain) [REQUIRED CERTIFICATION/LICENSURES]. Employee shall maintain in full force and effect during the period of their employment with the City all licenses and certifications which they are required to obtain as provided in Exhibit A appended hereto and made a part hereof.

- A. **Professional Organization Memberships.** The City shall pay for or reimburse Employee for the cost(s) of membership in one or more job-related professional organizations that the Mayor or their designee, deems beneficial to Employee's performance of their duties and responsibilities.
- B. **Conferences and Training.** The City shall pay for or reimburse Employee for the cost(s) they incur in connection with attendance of professional conferences, seminars, training, workshops, and development in connection with the performance of their duties and responsibilities, subject to budgetary constraints and prior authorization by the City Administrator or their designee. The City shall also pay for or reimburse Employee for cost(s) incurred in connection with such attendance per City travel policy.

## **SECTION 12. SEPARATION.**

For purposes of this Agreement, separation shall mean and occur in any of the following

circumstances:

- A. The Mayor, subject to Illinois Municipal Code Section 3.1-35-10 (65 ILCS 5/3.1-35-10), elects to either separate the Employee prior to the end of their existing appointment, elects not to reappoint Employee, or if the City Council declines to confirm Employee's re-appointment when put forth by the Mayor.
- B. The City, its residents, or legislature amends any provision of the Urbana City Code pertaining to the role, powers, duties, authority, and/or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.
- C. The City reduces the salary, compensation, or any other benefit of Employee in an amount or in value that is greater than the average reduction of all Department Heads' salary, compensation, or other benefits.
- D. The Employee resigns following the City's offer to accept their resignation, whether formal or informal. In such case, Employee may declare a termination as of the date of the City's offer to accept their resignation.

### **SECTION 13. SEVERANCE.**

Except as provided in Subsection F of this Section 13, the City shall pay severance to Employee when Employee's employment is separated as defined in Section 12.

**A. Severance Payment.** If Employee is separated within the first year of employment as an appointed officer of the City provided in Section 12 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of their second year of Employment as an appointed officer of the City, Employee shall receive an additional four (4) weeks of severance upon separation, with an additional two (2) weeks of severance for each additional full year of service, to a maximum of twenty (20) weeks of severance.

**B. Timing of Severance Payment.** This severance shall be paid in between thirty-one (31) and sixty (60) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.

**C. Final Payout.** Employee shall also be compensated for all accrued and unused vacation

leave, and as much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 13 shall be subject to withholding as required by state and federal law.

**D. COBRA.** Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 13.

**E. Exception to Payment of Severance.** Notwithstanding anything to the contrary contained in this Section 13, Employee shall not be entitled to any form of severance if Employee is removed from office pursuant 65 ILCS 5/3.1-35-10, or is terminated as a direct or proximate result of their unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. In the event that the City seeks to secure Employee's termination under this Subsection F of Section 13 through a mutually negotiated settlement, pursuant to the Illinois Government Severance Act, 5 ILCS 415/10, the terms of such settlement shall provide no greater than twenty (20) weeks of severance pay.

**F. Entirety of Consideration.** In the case of separation as described in Section 12 of this document, except as otherwise set forth in this Agreement, Employee is not entitled to any further compensation, monies, or other benefits from the City, including coverage under any benefit plans or programs sponsored by the City, except for those explicitly stated in Section 13 of this document.

## **SECTION 14. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.**

In the event Employee voluntarily resigns from their position as [POSITION], without having first received an offer from the City for their resignation (as contemplated in Section 12(D) of this Agreement), Employee shall not be entitled to severance as provided in Section 13 of this Agreement. In the event of voluntary resignation, Employee agrees to provide a minimum of thirty (30) days' advance written notice to the Mayor. A failure by Employee to provide thirty (30) days' advance written notice of a resignation initiated by the Employee will be noted in Employee's personnel file for purposes of reference inquiries made by prospective employers. Employee may not take vacation time in excess of forty (40) hours within the last thirty (30) days of employment. If the Employee is willing to provide notice in excess of sixty (60) days, and the Parties agree upon a date of separation, Employee may be eligible for a Notice Incentive. Such Notice Incentive shall be in an amount negotiated between the Parties, in an amount not to exceed six (6) weeks' salary at Employee's final rate of pay. The date agreed upon between the Mayor and Employee shall be

deemed a final and irrevocable notice of separation.

## **SECTION 15. TRANSITION OF DUTIES AND RESPONSIBILITIES.**

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City.

## **SECTION 16. MISCELLANEOUS TERMS.**

**A. Notices.** Any notice required to be given shall be deemed effective if given as follows:

1. A notice which is hand delivered to the intended recipient of such notice shall be deemed effective on the day given if delivery directly to the intended recipient is made prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day. A hand-delivered notice shall be placed in an envelope bearing the name of the intended recipient.
2. A notice which is placed in a properly addressed envelope (based upon the most recent address provided by Employee to the City) bearing proper postage shall be deemed effective three (3) days following placement of such envelope with the United States Postal Service, First Class U.S. Mail delivery.
3. A notice which is placed with a private courier service for delivery shall be deemed effective on the day of delivery if the intended recipient receives the notice prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day.

All other forms of notice shall not be deemed effective. All notices shall bear a legend on the envelope that reads "CONFIDENTIAL."

**B. Integration.** This Agreement shall be deemed and construed as the sole and mutual understanding of the Parties and shall supersede and render null and void any prior understanding by and between the Parties whether such understanding is oral or in writing.

**C. Amendment.** Notwithstanding anything to the contrary contained in this Agreement, the Parties, by a duly executed writing, may amend, modify, change, or rescind this Agreement.

**D. Binding Effect.** This Agreement shall be binding on and enforceable against the Parties, respectively, as well as their executors, administrators, heirs, legatees, successors, assigns, and representatives in interest.

**E. Effective Date.** This Agreement shall become effective on the latest date of execution appearing below. Unless agreed to in writing otherwise, Employee's annual salary and benefits provided in this Agreement and Exhibit B appended hereto and made a part hereof shall commence with the first day Employee commences performance of *[POSITION]*. [NOTE: For employees who are already employed by the City when they enter into this Employment Agreement, adjust language of this subsection to reflect their actual longevity and timing of provisions herein]

**F. Severability.** In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares an essential term of this Agreement to be null, void, and of no effect, and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court's declaration.

For purposes of this Subsection F of this Section 16, "essential term" shall mean and be construed as including the duties and responsibilities provided for in Section 2 of this Agreement and Exhibit B appended hereto and made a part hereof and the compensation provided in Section 3 of this Agreement and Exhibit A appended to and made a part of this Agreement.

**G. Governing Law and Venue.** This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Illinois. Any action which may arise to enforce, construe, interpret, or for breach of this Agreement shall be filed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or the United States District Court for the Central District of Illinois and in no other jurisdiction or venue.

**H. Section and Subsection Headings.** Section and Subsection headings are provided for convenience in navigating this Agreement and are not intended to aid in the interpretation or construction of any term, condition, or covenant contained herein.

**I. Assignment.** Neither Party shall assign or otherwise transfer any right or obligation which that Party may have as provided in this Agreement without the written consent of

the Parties.

**J. Counterparts.** The Parties may execute more than one conformed copy of this Agreement and each duly executed conformed copy shall be deemed an original.

**K. Construction of Agreement.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for preparation of this Agreement.

**L. Employee Allowed to Consult with an Attorney.** Employee acknowledges that they have been given sufficient opportunity and time to consult with an attorney of their choosing before signing this agreement.

**M. Default and Cure.** In the event either Party defaults on any of that Party's obligation as set forth in this Agreement ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to send a written Notice of Default to the Defaulting Party which (i) describes the nature of the default in sufficient detail so as to put the Defaulting Party on notice of the nature of the default; (ii) identifies the Paragraph or Sub-Paragraph of this Agreement, as the case may be, that the Non-Defaulting Party believes is in default; and (iii) provides a reasonable date by which the Defaulting Party must cure the default. Within seven (7) calendar days after the effective date of the Notice of Default, the Defaulting Party shall (i) cure the default within the date specified in the Non-Defaulting Party's Notice of Default; (ii) provide evidence to the Non-Defaulting Party that demonstrates that the Defaulting Party is not in fact in default; or (iii) provide another reasonable date by which the Defaulting Party shall cure the default. In the event that the Defaulting Party responds to the Notice of Default by advising the Non-Defaulting Party the Defaulting Party is not in fact in default or proposes another date by which the default shall be cured, the Parties shall meet in an effort to resolve the dispute or set a date by when the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

**N. Attorneys' Fees and Costs.** If either Party is found by a court of competent jurisdiction to be in breach of this Agreement, to the extent not otherwise prohibited by Illinois law, the non-breaching Party shall be entitled to recover from the breaching Party any and all costs and expenses, including but not necessarily limited to reasonable attorneys' fees, incurred by the non-breaching party in seeking to enforce this Agreement.

**O. Complete Agreement.** This Agreement, together with any documents incorporated herein by reference and all related exhibits, constitutes the Parties' sole and entire agreement with respect to the subject matter contained herein and cancels, supersedes, and

replaces any and all prior and contemporaneous proposals, understandings, representations, warranties, and agreements (written, oral, or implied) regarding all matters addressed herein. This Agreement is the result of full negotiations and final agreement between the Parties as to all relevant terms and conditions of employment, including, but not limited to, Employee's salary and benefits. Unless otherwise initiated by the City and pursuant to and consistent with City policies, practices, and procedures, adjustments to the conditions of employment including, but not limited to, salary or other benefits will only occur if agreed to by both Parties, memorialized, and addended to this Agreement. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

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**EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS [INSERT NUMBER OF PAGES] PAGES AND [INSERT NUMBER OF SECTIONS] SECTIONS CONTAINED THEREIN. EMPLOYEE ACKNOWLEDGES THAT THE ONLY CONSIDERATION FOR EMPLOYEE SIGNING THE AGREEMENT ARE THE TERMS STATED HEREIN, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO EMPLOYEE BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE EMPLOYEE TO SIGN THE AGREEMENT, THAT THEY ARE COMPETENT TO EXECUTE THE AGREEMENT, THAT THEY FULLY UNDERSTAND THE MEANING AND INTENT OF THE AGREEMENT, THAT THEY HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE AGREEMENT WITH EMPLOYEE'S ATTORNEY, AND THAT THEY ARE VOLUNTARILY EXECUTING IT OF EMPLOYEE'S OWN FREE WILL.**

**[END OF AGREEMENT, SIGNATURES FOLLOW]**

**For the City of Urbana, Illinois**

**Employee**

---

Mayor

---

[INSERT NAME]

---

Date

---

Date

Exhibits: A. Job Description  
B. Offer Letter



**City of Urbana**  
 400 S. Vine Street, Urbana, IL 61801  
[www.urbanailinois.us](http://www.urbanailinois.us)

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** September 23, 2024 Committee of the Whole  
**Subject:** A Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Lincoln Avenue, Wascher Drive to Killarney Street, Road Diet Demonstration)

### Summary

#### *Action Requested*

City Council is being asked to pass the attached resolution to appropriate State Motor Fuel Tax (State MFT) funds for a temporary road diet demonstration associated with the Lincoln Avenue (Wascher to Killarney) project.

#### *Brief Background*

The City utilizes State MFT funds for a project by first obtaining Council approval to appropriate an amount. The Illinois Department of Transportation (IDOT), which oversees the State MFT program, verifies that the City will have an adequate balance in its State MFT fund throughout the life of the project before approving the appropriation. Adequate State MFT funds must be appropriated before the City can enter into engineering agreements or construction contracts that are paid with State MFT.

### Relationship to City Services and Priorities

*Impact on Core Services* N/A

*Strategic Goals & Plans* N/A

#### *Previous Council Actions*

Council passed State MFT [Resolution No. 2023-06-067R](#) to appropriate funds for preliminary engineering services for the Lincoln Avenue (Wascher to Killarney) project, under Section number 22-00658-00-PV. The project page for Lincoln Avenue (Wascher to Killarney) from the Capital Improvement Plan for Fiscal Years 2025-2029 (CIP FY25-FY29) is included as an attachment, for reference. The Capital Improvement Plan was approved on May 20, 2024. ([Resolution No. 2024-05-021R](#))



## Discussion

### *Additional Background Information*

The proposed State MFT Resolution is required, because the temporary road diet demonstration will be completed under a construction contract that is separate from the overall Lincoln Avenue (Wascher to Killarney) project. IDOT requires a unique Section number and therefore separate State MFT Resolutions for each construction contract. The Section number for the temporary road diet demonstration will be 22-00658-01-ST. All recommendations are consistent with the CIP FY25-FY29.

### *Fiscal and Budget Impact*

The recommended appropriation of State MFT funds is calculated as the allocation in the CIP FY25-FY29 plus 10% contingency. For the temporary road diet demonstration, the project budget is \$200,000. A 10% contingency is \$20,000. Therefore, the recommended appropriation of State MFT funds is \$220,000.

### *Recommendation*

City Council is asked to pass the attached resolution to appropriate State Motor Fuel Tax (State MFT) funds for a temporary road diet demonstration associated with the Lincoln Avenue (Wascher to Killarney) project.

### *Next Steps*

If the attached resolution is passed, staff will submit the resolution to IDOT and proceed with design of the temporary road diet demonstration.

## Attachments

1. Resolution 2024-09-\_\_\_\_R – A Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Lincoln Avenue, Wascher Drive to Killarney Street, Road Diet Demonstration)
2. Location Map
3. CIP FY25-FY29 Project Page

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator



Resolution for Improvement  
Under the Illinois Highway Code

Item G1.

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2024-09-\_\_R

Section Number

22-00658-01-ST

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Urbana Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract.

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
N. Lincoln Avenue	0.79	FAU 7177	Wascher Drive	Killarney Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction costs for temporary road diet demonstration installation and removal.

2. That there is hereby appropriated the sum of two hundred twenty thousand and 00/100

Dollars ( \$220,000.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Darcy E. Sandefur

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Urbana in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Urbana at a meeting held on \_\_\_\_\_.

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_.

Day

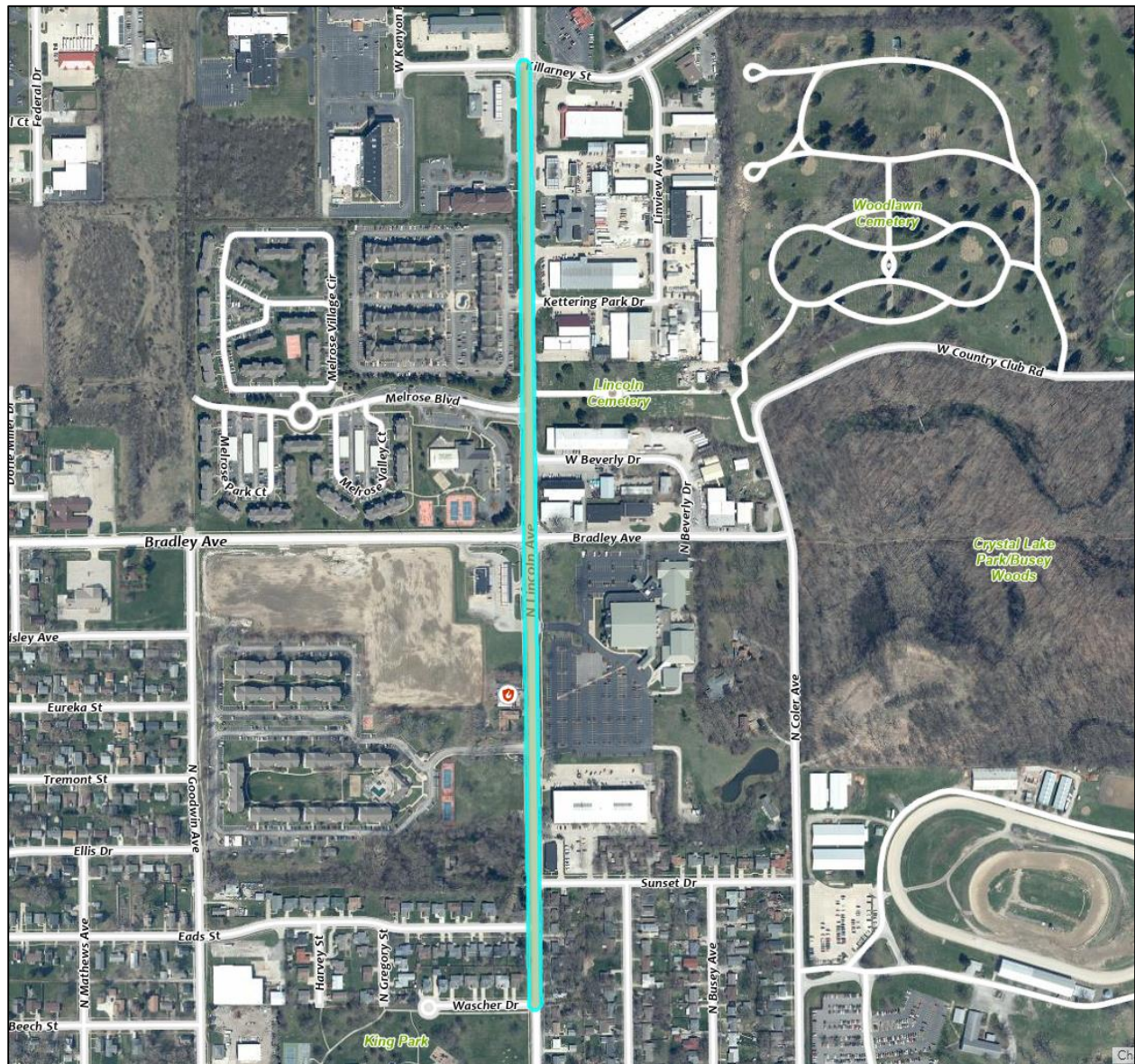
Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date  
Department of Transportation



[Lincoln Avenue \(Wascher to Killarney\) Road Diet Demonstration](#)



SS4A Grant budget requires a separate MFT Resolution from design engineering, which is primarily funded through STPU

### Lincoln Ave. (Wascher to Killarney)

PROJECT	FUND	FY24 Projected	FY25 Allocated	FY26 Allocated	FY27 Allocated	FY28 Allocated	FY29 Allocated
40124 - LINCOLN: WASCHER - KILLARNEY	STBG / STPU	365,600	-	650,000	5,200,000	-	-
	SS4A GRANT	-	200,000	-	-	-	-
	203 SMFT	91,400	-	163,000	1,300,000	-	-
TOTAL		457,000	200,000	813,000	6,500,000	0	0

Note: The FY24 and FY26 budgets for design engineering are covered by a previous MFT Resolution (2023-06-067R).



#### 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.

#### Location

Lincoln Ave. from  
Wascher to Killarney

#### Purpose and Need

Lincoln Ave. is an other principal arterial with a high safety priority score, pavement in poor to very poor condition, and a bus route. Preliminary engineering funded with STBG/STPU funds through CUUATS. A second application for a Safe Streets and Roads for All (SS4A) grant yielded funding for a temporary road diet demonstration, but no funding for improvements. Anticipate funding construction with STBG/STPU funds through CUUATS if a third SS4A grant application is unsuccessful.

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)
25.2	22.4	13.1	12.9	5.8	8.2	1.4	88.9

#### Timeline

Studies FY24, Road Diet Demo FY25, Plans FY26, Construction FY27. Construction is contingent on STBG/STPU funds.

#### Changes from Previous CIP

Reduced scope of pavement improvements from reconstruction to rehabilitation.



**City of Urbana**  
 400 S. Vine Street, Urbana, IL 61801  
[www.urbanailinois.us](http://www.urbanailinois.us)

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** September 23, 2024 Committee of the Whole Meeting  
**Subject:** Local Motor Fuel Tax Increase  
 (An Ordinance Amending Urbana City Code Chapter 22, Sections 22-31 and 22-34)

### Summary

#### *Action Requested*

The City Council is being asked to approve increases in the City's local motor fuel tax to fund transportation improvements, and provide specific direction to staff on the details of the increases. Once initial increases are implemented, annual increases would be indexed to the rate of inflation.

#### *Brief Background*

The proposed increases in the local motor fuel tax would provide additional funding for transportation improvements. Increases could be phased in with incremental steps, which are outlined in the chart below. Once the incremental steps are complete, the tax rate would increase based on increases in the consumer price index. This tax applies to all motor fuel, including diesel, that is sold at retail in the City of Urbana.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

Providing the requested funding would allow staff to begin to address declining road conditions in Urbana, which are currently rated as "poor" overall.

#### *Strategic Goals & Plans*

This action addresses a Council goal to, "Review and adjust dedicated revenue streams for infrastructure assets, beginning with the Local Motor Fuel Tax." This action also supports implementation of projects in the Capital Improvement Plan.

#### *Previous Council Actions*

The Mayor/Council Strategic Goals for 2024/2025 were adopted on March 21, 2024. ([Resolution No. 2024-02-013R](#)) The Capital Improvement Plan was approved on May 20, 2024. ([Resolution No. 2024-05-021R](#))

## Discussion

### *Additional Background Information*

The City Council was presented with [information](#) related to the proposal to increase the local motor fuel tax on August 26.

The table below provides a number of options for consideration. The current five-cent rate is highlighted in yellow. The options presented on August 26 are highlighted in green, and new options are highlighted in blue. Other options could be evaluated. The new options include either two or three incremental steps as well as increases tied to the rate of inflation once the incremental steps are complete. Each option shows estimated revenue impact, incremental rate increases, and the annual and monthly impact of the increases for a consumer purchasing 589 gallons of fuel in Urbana.

Revenue Options	Total Estimated Revenue Over 10 Years	Average Annual Revenue Over 10 Years	Revenue Increase vs. Current Rate	Incremental Rate Increases	Annual Impact at Each Step	Monthly Impact at Each Step
<b>5 cents (current rate)</b>	6,400,000	640,000	-	NA	-	-
<b>10 cents (option 1 from presentation)</b>	12,800,000	1,280,000	640,000	NA	29.45	2.45
<b>10 cents, then CPI (option 2 from presentation)</b>	14,340,329	1,434,033	794,033	NA	29.45	2.45
<b>12 cents (option 3 from presentation)</b>	15,360,000	1,536,000	896,000	NA	41.23	3.44
<b>12 cents, then CPI (option 4 from presentation)</b>	17,208,394	1,720,839	1,080,839	NA	41.23	3.44
<b>10 / 12 cents, then CPI</b>	16,570,141	1,657,014	1,017,014	5 and 2 cents	29.45, 41.23	2.45, 3.44
<b>9 / 11 / 13 cents, then CPI</b>	17,096,897	1,709,690	1,069,690	4, 2, and 2 cents	23.56, 35.34, 47.12	1.96, 2.95, 3.93
<b>7.5 / 10 / 12.5 cents , then CPI</b>	16,217,785	1,621,779	981,779	2.5 cents x 3 years	14.73, 29.45, 44.18	1.23, 2.45, 3.68
<b>7.7 / 10.4 / 13.1 cents, then CPI</b>	16,965,519	1,696,552	1,056,552	2.7 cents x 3 years	15.90, 31.81, 47.71	1.33, 2.65, 3.98
<b>7.8 / 10.6 / 13.4 cents, then CPI</b>	17,339,386	1,733,939	1,093,939	2.8 cents x3 years	16.49, 32.98, 49.48	1.37, 2.75, 4.12

The City's local motor fuel tax has not increased since 2015, when it was increased from four to five cents per gallon. Over the same period, the National Highway Construction Cost Index (NHCCI) has nearly doubled, significantly reducing the City's buying power.

The City's road network has been in a state of decline and is currently assessed as being in poor condition. Even with this additional funding, staff expects the condition to decline further. The proposed increases would not address the entire gap, but would diminish the level of decline. A much larger amount (estimated at \$5.5 million annually) would be required to halt the decline.

In evaluating revenue options, staff assessed fairness, impacts on behavior, and cost of administration:

- *Fairness:* Taxes based on consumption tend to have greater impact on lower income individuals and families. The overall impact of the suggested increases is as high as \$4.12 monthly.
- *Impacts on Behavior:* Staff believes it is unlikely, but if the tax were to prompt significant numbers of purchasers to buy fuel outside the City of Urbana, the phased increases would allow the City to reassess and recommend changes before additional increases would take effect. If other local governments adjust their pricing, that would be less likely.
- *Cost of Administration:* The cost of administration is very low, since the City already collects a motor fuel tax. The additional effort is primarily notifying businesses that collect the tax of new rates and providing new forms.

#### *Fiscal and Budget Impact*

This action would increase revenue in the Local Motor Fuel Tax Fund, which is dedicated for transportation improvements. The amount of the increase depends upon the option selected.

#### *Recommendation*

Staff recommends that the Committee of the Whole Advance the Ordinance to the September 30 City Council meeting with a recommendation for approval, providing specific direction to staff on rate increases so that staff may complete the Ordinance.

#### *Next Steps*

Once the Ordinance is approved, Finance staff would prepare new forms and notify business that pay this tax of the rate change and effective date. Additional revenues would be received and deposited into the Local Motor Fuel Tax Fund beginning in February 2025 for receipts from the month of January 2025.

#### **Attachment**

An Ordinance Amending Urbana City Code Chapter 22, Sections 22-31 and 22-34

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

Reviewed: Matt Roeschley, City Attorney  
Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

**Markup of Code Revisions  
Sections 22-31 and 22-34**

Sec. 22-31. - Tax imposed.

(a) There is levied and imposed upon the purchase of each gallon of motor fuel, or fraction thereof, sold at retail within the corporate limits of the City, irrespective of the unit of measure in which it is actually sold, a tax at the rate of ~~five cents (\$0.05)~~ \_\_\_\_\_ cents (\$0.\_\_\_\_) per gallon effective January 1, 2025, a tax at the rate of \_\_\_\_\_ cents (\$0.\_\_\_\_) per gallon effective January 1, 2026, and a rate of \_\_\_\_\_ cents (\$0.\_\_\_\_) per gallon effective January 1, 2027.

~~(b)~~ Beginning January 1, 202\_\_\_\_ and on January 1 of each year thereafter, the rate 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 resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).

~~(b)~~ ~~(c)~~ The tax herein levied shall be paid in addition to any and all other taxes and charges. The tax herein imposed is not based on the selling or purchase price or gross receipts from the sale or purchase of motor fuel.

~~(e)~~ ~~(d)~~ The ultimate incident of and liability for payment of the tax is to be borne by the retail purchaser of motor fuel. Nothing in this article shall be construed to impose a tax upon the occupation of persons engaged in the retail sale of motor fuel.

~~(e)~~ ~~(c)~~ It shall be the duty of every retail gasoline dealer to secure the tax from the purchaser at the time the dealer collects the purchase price for the motor fuel and to pay over the tax to the finance department, as provided in this article.



Sec 22-34. – Motor fuel tax funds.

The finance department shall deposit the proceeds of the motor fuel tax imposed by this article, including penalties, into a separate fund designated as the ~~“Street Maintenance and Road Safety Improvement Fund.”~~ “Motor Fuel Tax Fund.” During the annual budget process, the list of projects to be financed by this fund shall be approved by the City Council.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING URBANA CITY CODE  
CHAPTER 22, SECTIONS 22-31 AND 22-34  
(Local Motor Fuel Tax)**

**WHEREAS**, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, including the power to tax; and

**WHEREAS**, the City Council heretofore has enacted Urbana City Code Section 22-31 to levy and impose a tax upon the purchase of each gallon of motor fuel, or fraction thereof, sold at retail within the corporate limits of the City at the rate of five cents (\$0.05) per gallon; and

**WHEREAS**, the City Council finds that the needs of the City require an increase in the rate of that tax to maintain the City’s transportation infrastructure.

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

Section 1. Urbana City Code Chapter 22, “Taxation,” Article III, “Local Motor Fuel Tax,” Section 22-31, “Tax imposed,” subsections (a) and (b), are hereby amended and as amended shall read as follows:  
Sec. 22-31. - Tax imposed.

- (a) There is levied and imposed upon the purchase of each gallon of motor fuel, or fraction thereof, sold at retail within the corporate limits of the City, irrespective of the unit of measure in which it is actually sold, a tax at the rate of \_\_\_\_\_ cents (\$0.\_\_\_\_) per gallon effective January 1, 2025; a tax at the rate of \_\_\_\_\_ cents (\$0.\_\_\_\_) per gallon effective January 1, 2026; and a rate of \_\_\_\_\_ cents (\$0.\_\_\_\_) per gallon effective January 1, 2027.
- (b) Beginning January 1, 202\_ and on January 1 of each year thereafter, the tax rate 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 resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).

Section 2. Urbana City Code Chapter 22, "Taxation," Article III, "Local Motor Fuel Tax," Section 22-34, "Motor fuel tax funds," is hereby amended and as amended shall read as follows:

Sec 22-34. – Motor fuel tax funds.

The finance department shall deposit the proceeds of the motor fuel tax imposed by this article, including penalties, into a separate fund designated as the "Motor Fuel Tax Fund." During the annual budget process, the list of projects to be financed by this fund shall be approved by the City Council.

Section 3. 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 4. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or any 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 5. 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 or on January 1, 2025, whichever occurs later.

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



City of Urbana  
400 S. Vine Street, Urbana, IL 61801  
[www.urbanainillinois.us](http://www.urbanainillinois.us)

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** September 23, 2024 Committee of the Whole

**Subject:** FY2025 Budget Amendment #1 - Omnibus

### Summary

#### *Action Requested*

Forward the budget amendment authorizing these adjustments for approval at the September 30, 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 additional funding for ladder truck repairs and a number of rebudgets for capital improvement projects.

### Relationship to City Services and Priorities

#### *Impact on Core Services*

Changes related to the Fire Department equipment and facilities are intended to allow City staff to better serve Urbana residents.

#### *Strategic Goals & Plans*

The proposed changes related to ladder truck repairs and fire station construction align with the Mayor and Council 2024-2025 Goals, specifically Strategic Area #1: Public Safety and Well-Being.

#### *Previous Council Actions*

The City Council approved the City's [FY2025 Annual Budget](#) on June 24, 2024.

### Discussion

#### *Additional Background Information*

Changes in the General Fund include additional funds for storm cleanup related to a wind storm that occurred on July 16, 2024 (\$11,920) and additional funding for repairs to the City's ladder truck that were identified when it was in the shop for repairs (\$54,198). The estimate for these repairs could not be obtained until the truck was in the shop for evaluation. The ladder truck repair is also reflected in the Equipment Services Fund.

A number of changes are related to capital improvement projects. In the Capital Replacement & Improvement Fund, changes relate to the timing of expenditures for capital improvement projects.

These changes include rebudgeting funds for the Equity & Quality of Life (EQL) project (\$531,374); the Washington Street Bridge (\$56,920); and furniture, fixtures, and equipment (FF&E) for fire stations (\$381,206) in the Capital Replacement & Improvement Fund. Additional grant funds would pay for street lighting improvements (\$77,000). In the Stormwater Utility Fund, a total of \$230,235 would be rebudgeted for various stormwater improvements. In the Sanitary Sewer Fund, \$114,214 would be rebudgeted for sewer lining.

In Central TIF, the amount for landscaping at the Boneyard Creek is insufficient and would be increased by \$15,000.

Expenditures in the Equipment Services Fund would increase by \$54,198 to cover additional repairs on the ladder truck, which are discussed above. This expense would be offset by a transfer from the General Fund.

#### *Operations Impact*

Repairing the tower ladder truck and equipping the new fire stations would have a positive impact on Fire Department operations and the longevity of the apparatus.

#### *Fiscal and Budget Impact*

The new estimated ending fund balance in the General Operating Fund, not including amounts reserved for future expenditures, would be \$11,853,625, which is 26.39% of recurring expenditures. Reserved amounts include planned transfers for capital improvements in future years and funding for the second and third years of the UPD Community Engagement Team pilot program.

#### *Community Impact*

The request related to the Fire Department ladder truck repairs is designed to ensure the appropriate maintenance of emergency service equipment to ensure Urbana residents receive the emergency services they need. Construction of new fire stations will also support services to residents.

#### *Recommendation*

Forward the budget amendment authorizing these adjustments to the FY2025 budget with a recommendation for approval at the September 30, 2024 City Council meeting.

#### *Next Steps*

If the proposed adjustments mentioned above are approved, the revisions included in the exhibit will be made to the FY2025 Annual Budget.

#### **Attachment**

An Ordinance Revising the Annual Budget Ordinance

Originated: Kyle Kapper, Interim Financial Analyst  
 Reviewed: Elizabeth Hannan, HR & Finance Director / CFO  
 Approved: Carol Mitten, City Administrator

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE****(Budget Amendment #1 –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 - 01 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
<b>GENERAL OPERATING FUND (100)</b>						
<u>Expenditures</u>						
10040402-59099		LANDSCAPE: OTHR INTERDEPT CHARGES	22,258	34,178	11,920	STORM CLEANUP & DISPOSAL COSTS
10030300-59600		FIRE OPS: TFR TO EQPT SERVICES	328,066	382,264	54,198	ADDITIONAL LADDER TRUCK REPAIRS
<b>Total Expenditures</b>			<b>55,101,975</b>	<b>55,168,093</b>	<b>66,118</b>	
<b>Ending Fund Balance (estimated)</b>			<b>17,006,695</b>	<b>16,940,577</b>	<b>(66,118)</b>	
<b>CAPITAL REPLACEMENT &amp; IMPROV FUND (200)</b>						
<u>Revenues</u>						
200-41330-40606	40606-EECBG	LIGHT IMPRR: FED GRANT - STR & HWY	-	77,000	77,000	EECBG GRANT FOR STREETLIGHTS
<b>Total Revenues</b>			<b>17,469,619</b>	<b>17,546,619</b>	<b>77,000</b>	
<u>Expenditures</u>						
20040470-53305-40162	40162-CONST	EQL: OTHER CONSTRUCTION	633,000	1,164,374	531,374	EQL PROJECT REBUDGET
20040470-52105-40109	40109-PLANNING-CRI	WASH ST BRIDGE: PLANNING SVCS	-	56,920	56,920	WASHINGTON ST BRIDGE REBUDGET
20040470-52105-40606	40606-PLANNING	LIGHT IMPR: PLANNING SERVICES	-	77,000	77,000	EECBG GRANT FOR STREETLIGHTS
20040470-53200-40805	40805-OTHER	FIRE STATION 2: BUILDING	-	190,603	190,603	FD STATION 2 FFE REBUDGET
20040470-53200-40806	40806-OTHER	FIRE STATION 3: BUILDING	-	190,603	190,603	FD STATION 3 FFE REBUDGET
<b>Total Expenditures</b>			<b>5,804,329</b>	<b>6,850,829</b>	<b>1,046,500</b>	
<b>Ending Fund Balance (estimated)</b>			<b>666,502</b>	<b>666,502</b>	<b>-</b>	
<b>STORMWATER UTILITY FUND (201)</b>						
<u>Expenditures</u>						
20140470-53303-40400	40400-CONST	STORM SWR MISC: STORMWATER	375,000	410,628	35,628	STORM SEWER REPAIRS REBUDGET
20140470-53303-40416	40416-CONST	VINE ST PUMP STA: STORMWATER	-	23,043	23,043	VINE ST PUMP STATION REBUDGET
20140470-53303-40418	40418-CONST	STORM SWR LINING: STORMWATER	330,000	501,564	171,564	STORM SEWER LINING REBUDGET
<b>Total Expenditures</b>			<b>3,248,928</b>	<b>3,479,163</b>	<b>230,235</b>	
<b>Ending Fund Balance (estimated)</b>			<b>321,785</b>	<b>321,785</b>	<b>-</b>	
<b>SANITARY SEWER FUND (204)</b>						
<u>Expenditures</u>						
20440470-53304-40511	40511-CONST	SAN SWR LINING: SANITARY SEWER	205,000	319,214	114,214	SANITARY SEWER LINING REBUDGET
<b>Total Expenditures</b>			<b>2,355,905</b>	<b>2,470,119</b>	<b>114,214</b>	
<b>Ending Fund Balance (estimated)</b>			<b>973,486</b>	<b>973,486</b>	<b>-</b>	
<b>CENTRAL TIF (344)</b>						
<u>Expenditures</u>						
34450501-52906-40405	40405-CONST-TIFC	BONEYARD MTC: LANDSCAPING	25,000	40,000	15,000	OVERSIGHT ON AMOUNT REQUESTED
<b>Total Expenditures</b>			<b>3,088,165</b>	<b>3,103,165</b>	<b>15,000</b>	
<b>Ending Fund Balance (estimated)</b>			<b>477,287</b>	<b>462,287</b>	<b>(15,000)</b>	
<b>EQUIPMENT SERVICES FUND (600)</b>						
<u>Revenues</u>						
600-49100		EQPT SVCS: TFR FROM GENERAL FUND	1,082,779	1,136,977	54,198	
<b>Total Revenues</b>			<b>17,469,619</b>	<b>17,523,817</b>	<b>54,198</b>	
<u>Expenditures</u>						
60040460-52202		EQPT SVCS: EQUIPMT REPAIR & MAINT	166,549	220,747	54,198	LADDER TRUCK REPAIRS
<b>Total Expenditures</b>			<b>1,318,139</b>	<b>1,372,337</b>	<b>54,198</b>	
<b>Ending Fund Balance (estimated)</b>			<b>(3,004)</b>	<b>(3,004)</b>	<b>-</b>	



**City of Urbana**  
 400 S. Vine Street, Urbana, IL 61801  
[www.urbanailinois.us](http://www.urbanailinois.us)

## MEMORANDUM TO THE MAYOR AND CITY COUNCIL

**Meeting:** September 23, 2024, Committee of the Whole  
**Subject:** Resolutions Authorizing City Intervention in Pending Property Tax Assessment Appeals Before the Illinois Property Tax Appeal Board

### Summary

#### *Action Requested*

City Council is asked to authorize the City's representative to intervene in the cases delineated below before the Illinois Property Tax Appeal Board (PTAB).

#### *Brief Background*

The City of Urbana works closely with the Cunningham Township Assessor on cases where commercial property owners are seeking reductions of more than \$100,000 in assessed value in a given tax year. In certain cases, either the City and/or the Township Assessor may recommend appealing an assessment to PTAB itself. In other such cases, the City and/or the Township Assessor may seek to intervene in appeals to PTAB filed by property owners.

Illinois Administrative Code Title 86, Section 1910.60(d) requires that "[t]he Request to Intervene must be accompanied by a copy of the resolution of the governing board of the taxing body authorizing its legal representative to file a Request to Intervene on its behalf."

### Relationship to City Services and Priorities

#### *Impact on Core Services*

The City of Urbana's share of total real property taxes paid by the City's property owners is approximately 12 percent, which is divided among Police and Fire Pensions, The Urbana Free Library, and the City's General Fund. In order to keep the City's tax rate as low as possible, it is imperative that all property owners pay their fair share. In the State of Illinois, real property taxes are *ad valorem*, which means that they are based on the value of the real estate.

#### *Strategic Goals & Plans*

N/A

#### *Previous Council Actions*

The City Council has previously approved resolutions authorizing the City to intervene in PTAB cases. The most recent occurrence was August 14, 2023 when City Council approved Resolution No. 2023-06-075R.

## Discussion

### *Additional Background Information*

There are five proposed Resolutions, one for each of the properties listed below:

**Hunsinger Enterprises, Inc.** (604 West Elm Street; 92-21-17-110-004 to -006)  
PTAB Docket No. 2023-01981

**Urbana Parc II LLC, One South/Onyx** (1321 North Lincoln Avenue; 91-21-07-226-019)  
PTAB Docket No. 2023-03542

**Urbana Parc II LLC, One South/Onyx** (1349 North Lincoln Avenue; 91-21-07-226-017)  
PTAB Docket No. 2023-03540

**Urbana Parc II LLC, One South/Onyx** (1317 North Lincoln Avenue; 91-21-07-226-018)  
PTAB Docket No. 2023-03541

**Deancurt Urbana LLC, One North/Linc** (1601 North Lincoln Avenue; 91-21-06-476-014) PTAB Docket No. 2023-03544

All of the properties are multi-family residential. Three of the properties (One South/Onyx) are essentially the same apartment complex with different parcels.

In each case, both City staff and the Township Assessor believe that the Equalized Assessed Value established by the Champaign County Board of Review for these properties for Tax Year 2023 should not be reduced further by PTAB.

### *Recommendation*

Staff recommends that City Council authorize the City's legal representative to intervene in the PTAB cases listed above by approving the attached Resolutions.

### *Next Steps*

If the Council approves the Resolutions, the City's legal representative will file the Resolutions with PTAB in order to intervene in the designated cases, and then participate in the PTAB proceedings as appropriate.

**Attachments**

1. Resolution No. \_\_\_\_\_: A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Hunsinger Enterprises, Inc., 604 West Elm Street)
2. Resolution No. \_\_\_\_\_: A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Urbana Parc II LLC, One South and/or Onyx, 1321 North Lincoln Avenue)
3. Resolution No. \_\_\_\_\_: A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Urbana Parc II LLC, One South and/or Onyx, 1349 North Lincoln Avenue)
4. Resolution No. \_\_\_\_\_: A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Urbana Parc II LLC, One South and/or Onyx, 1317 North Lincoln Avenue)
5. Resolution No. \_\_\_\_\_: A Resolution Authorizing Intervention in a Pending Property Tax Assessment Appeal Before the Illinois Property Tax Appeal Board (Deancurt Urbana LLC, One North and/or Linc, 1601 North Lincoln Avenue)

Originated by: Ross McNeil, Paralegal

Approved: Carol Mitten, City Administrator

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING INTERVENTION IN A PENDING PROPERTY TAX ASSESSMENT APPEAL BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD****(Hunsinger Enterprises, Inc., 604 West Elm Street)**

**WHEREAS**, Hunsinger Enterprises, Inc., is the taxpayer for certain real property located at 604 West Elm Street, Urbana, Illinois; and

**WHEREAS**, Hunsinger Enterprises, Inc., has filed an appeal with the Property Tax Appeal Board ("PTAB"), designated as PTAB Docket No. 2023-01981, seeking a reduction of more than \$100,000 in the tax year 2023 assessed valuation of said real property; and

**WHEREAS**, the City of Urbana ("City") is a taxing body that has a revenue interest in the property; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), authorizes any taxing body that has a revenue interest in an appeal proceeding before PTAB to intervene in the proceeding; and

**WHEREAS**, the City Council finds that the protection of the City's revenue interest in the assessed value of said property is best served by intervening in the aforesaid appeal proceeding and by requesting an extension of time to submit written or documentary evidence; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), requires a taxing body's Request to Intervene to be accompanied by a copy of the resolution of the governing board of the taxing body authorizing its legal representative to file such a request on its behalf.

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

Section 1. The City Council hereby authorizes the City Attorney, as its legal representative, to file a Request to Intervene in Appeal Proceedings with the Property Tax Appeal Board ("PTAB") in the matter of Hunsinger Enterprises, Inc., 604 West Elm Street, Urbana, Illinois, PTAB Docket

No. 2023-01981, to represent the City's interests with respect to the appeal challenging the tax year 2023 assessed valuation for said property, and to further seek an extension of time to submit written or documentary evidence. The City Attorney is authorized to designate outside counsel, if necessary, to represent the City in this matter and to perform the acts above described.

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

AYES:

NAYS:

ABSTENTIONS:

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Darcy E. Sandefur, City Clerk

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

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Diane Wolfe Marlin, Mayor

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING INTERVENTION IN A PENDING PROPERTY TAX ASSESSMENT APPEAL BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD****(Deancurt Urbana LLC, One North and/or The Linc, 1601 North Lincoln Avenue)**

**WHEREAS**, Deancurt Urbana LLC, is the taxpayer for certain real property, sometimes known as or referred to as One North and/or The Linc, located at 1601 North Lincoln Avenue, Urbana, Illinois; and

**WHEREAS**, Deancurt Urbana LLC, has filed an appeal with the Property Tax Appeal Board ("PTAB"), designated as PTAB Docket No. 2023-03544, seeking a reduction of more than \$100,000 in the tax year 2023 assessed valuation of said real property; and

**WHEREAS**, the City of Urbana ("City") is a taxing body that has a revenue interest in the property; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), authorizes any taxing body that has a revenue interest in an appeal proceeding before PTAB to intervene in the proceeding; and

**WHEREAS**, the City Council finds that the protection of the City's revenue interest in the assessed value of said property is best served by intervening in the aforesaid appeal proceeding and by requesting an extension of time to submit written or documentary evidence; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), requires a taxing body's Request to Intervene to be accompanied by a copy of the resolution of the governing board of the taxing body authorizing its legal representative to file such a request on its behalf.

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

Section 1. The City Council hereby authorizes the City Attorney, as its legal representative, to file a Request to Intervene in Appeal Proceedings with the Property Tax Appeal Board (“PTAB”) in the matter of Deancurt Urbana LLC, One North and/or The Linc, 1601 North Lincoln Avenue, Urbana, Illinois, PTAB Docket No. 2023-03544, to represent the City’s interests with respect to the appeal challenging the tax year 2023 assessed valuation for said property, and to further seek an extension of time to submit written or documentary evidence. The City Attorney is authorized to designate outside counsel, if necessary, to represent the City in this matter and to perform the acts above described.

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

AYES:

NAYS:

ABSTENTIONS:

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Darcy E. Sandefur, City Clerk

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

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Diane Wolfe Marlin, Mayor



**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING INTERVENTION IN A PENDING PROPERTY TAX ASSESSMENT APPEAL BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD****(Urbana Parc II LLC, One South and/or Onyx, 1349 North Lincoln Avenue)**

**WHEREAS**, Urbana Parc II LLC, is the taxpayer for certain real property, sometimes known as or referred to as One South and/or Onyx, located at 1349 North Lincoln Avenue, Urbana, Illinois; and

**WHEREAS**, Urbana Parc II LLC, has filed an appeal with the Property Tax Appeal Board ("PTAB"), designated as PTAB Docket No. 2023-03540, seeking a reduction of more than \$100,000 in the tax year 2023 assessed valuation of said real property; and

**WHEREAS**, the City of Urbana ("City") is a taxing body that has a revenue interest in the property; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), authorizes any taxing body that has a revenue interest in an appeal proceeding before PTAB to intervene in the proceeding; and

**WHEREAS**, the City Council finds that the protection of the City's revenue interest in the assessed value of said property is best served by intervening in the aforesaid appeal proceeding and by requesting an extension of time to submit written or documentary evidence; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), requires a taxing body's Request to Intervene to be accompanied by a copy of the resolution of the governing board of the taxing body authorizing its legal representative to file such a request on its behalf.

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

Section 1. The City Council hereby authorizes the City Attorney, as its legal representative, to file a Request to Intervene in Appeal Proceedings with the Property Tax Appeal Board (“PTAB”) in the matter of Urbana Parc II LLC, One South and/or Onyx, 1349 North Lincoln Avenue, Urbana, Illinois, PTAB Docket No. 2023-03540, to represent the City’s interests with respect to the appeal challenging the tax year 2023 assessed valuation for said property, and to further seek an extension of time to submit written or documentary evidence. The City Attorney is authorized to designate outside counsel, if necessary, to represent the City in this matter and to perform the acts above described.

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

AYES:

NAYS:

ABSTENTIONS:

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Darcy E. Sandefur, City Clerk

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

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Diane Wolfe Marlin, Mayor

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING INTERVENTION IN A PENDING PROPERTY TAX ASSESSMENT APPEAL BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD****(Urbana Parc II LLC, One South and/or Onyx, 1317 North Lincoln Avenue)**

**WHEREAS**, Urbana Parc II LLC, is the taxpayer for certain real property, sometimes known as or referred to as One South and/or Onyx, located at 1317 North Lincoln Avenue, Urbana, Illinois; and

**WHEREAS**, Urbana Parc II LLC, has filed an appeal with the Property Tax Appeal Board ("PTAB"), designated as PTAB Docket No. 2023-03541, seeking a reduction of more than \$100,000 in the tax year 2023 assessed valuation of said real property; and

**WHEREAS**, the City of Urbana ("City") is a taxing body that has a revenue interest in the property; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), authorizes any taxing body that has a revenue interest in an appeal proceeding before PTAB to intervene in the proceeding; and

**WHEREAS**, the City Council finds that the protection of the City's revenue interest in the assessed value of said property is best served by intervening in the aforesaid appeal proceeding and by requesting an extension of time to submit written or documentary evidence; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), requires a taxing body's Request to Intervene to be accompanied by a copy of the resolution of the governing board of the taxing body authorizing its legal representative to file such a request on its behalf.

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

Section 1. The City Council hereby authorizes the City Attorney, as its legal representative, to file a Request to Intervene in Appeal Proceedings with the Property Tax Appeal Board (“PTAB”) in the matter of Urbana Parc II LLC, One South and/or Onyx, 1317 North Lincoln Avenue, Urbana, Illinois, PTAB Docket No. 2023-03541, to represent the City’s interests with respect to the appeal challenging the tax year 2023 assessed valuation for said property, and to further seek an extension of time to submit written or documentary evidence. The City Attorney is authorized to designate outside counsel, if necessary, to represent the City in this matter and to perform the acts above described.

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

AYES:

NAYS:

ABSTENTIONS:

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Darcy E. Sandefur, City Clerk

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

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Diane Wolfe Marlin, Mayor

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING INTERVENTION IN A PENDING PROPERTY TAX ASSESSMENT APPEAL BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD****(Urbana Parc II LLC, One South and/or Onyx, 1321 North Lincoln Avenue)**

**WHEREAS**, Urbana Parc II LLC, is the taxpayer for certain real property, sometimes known as or referred to as One South and/or Onyx, located at 1321 North Lincoln Avenue, Urbana, Illinois; and

**WHEREAS**, Urbana Parc II LLC, has filed an appeal with the Property Tax Appeal Board ("PTAB"), designated as PTAB Docket No. 2023-03542, seeking a reduction of more than \$100,000 in the tax year 2023 assessed valuation of said real property; and

**WHEREAS**, the City of Urbana ("City") is a taxing body that has a revenue interest in the property; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), authorizes any taxing body that has a revenue interest in an appeal proceeding before PTAB to intervene in the proceeding; and

**WHEREAS**, the City Council finds that the protection of the City's revenue interest in the assessed value of said property is best served by intervening in the aforesaid appeal proceeding and by requesting an extension of time to submit written or documentary evidence; and

**WHEREAS**, Illinois Administrative Code Title 86, Section 1910.60(d), requires a taxing body's Request to Intervene to be accompanied by a copy of the resolution of the governing board of the taxing body authorizing its legal representative to file such a request on its behalf.

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

Section 1. The City Council hereby authorizes the City Attorney, as its legal representative, to file a Request to Intervene in Appeal Proceedings with the Property Tax Appeal Board (“PTAB”) in the matter of Urbana Parc II LLC, One South and/or Onyx, 1321 North Lincoln Avenue, Urbana, Illinois, PTAB Docket No. 2023-03542, to represent the City’s interests with respect to the appeal challenging the tax year 2023 assessed valuation for said property, and to further seek an extension of time to submit written or documentary evidence. The City Attorney is authorized to designate outside counsel, if necessary, to represent the City in this matter and to perform the acts above described.

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

AYES:

NAYS:

ABSTENTIONS:

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Darcy E. Sandefur, City Clerk

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

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Diane Wolfe Marlin, Mayor