
DATE: Monday, December 09, 2024
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 11-18-2024 City Council Minutes
- C. Additions to the Agenda
- D. Presentations and Public Input
 - 1. [BPAC Annual Report](#)
- E. Council Input and Communications
- F. Unfinished Business
 - 1. [Ordinance No. 2024-11-036](#): An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #2 – Omnibus) – HRF
- G. Reports of Standing Committees
- H. Committee of the Whole (*Council Member Jaya Kolisetty, Ward 4*)
 - 1. Consent Agenda
 - [a. Resolution No. 2024-12-080R](#): A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement for the Design and Construction of Improvements to Wright Street between the City of Champaign and the City of Urbana – PW
 - [b. Resolution No. 2024-12-082R](#): A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Subrecipient Agreement Regarding the use of HOME Funds on Behalf of the City of Champaign, Illinois (Parker Glen Phase II, FY 2024-2025) – CD
 - [c. Resolution No. 2024-12-083R](#): A Resolution Approving and Authorizing the Execution of an Urbana HOME Consortium Rental Housing Developer Agreement (Woda Cooper Companies, Inc. FY 2024-2025) – CD
 - [d. Resolution No. 2024-12-084R](#): A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for Cetara Gas Inc D/B/A Cetara Gas Inc, 1821 South Philo Road – Exec

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>

- e. **Resolution No. 2024-12-085R:** A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for H Mart Urbana, LLC D/B/A H Mart, 220 North Broadway Avenue – Exec

2. Regular Agenda

- a. **Resolution No. 2024-12-081R:** A Resolution to Endorse the Champaign Urbana Urban Area Transportation Study (CUUATS) Long Range Transportation Plan (LRTP) 2050 – PW
- b. **Ordinance No. 2024-12-038:** An Ordinance Amending the Urbana City Code, Chapter 14, Section 14-7 and Chapter 22, Section 22-102 (Food Licenses and Recycling Tax) – HRF
- c. **Ordinance No. 2024-12-039:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #4 – Omnibus) – HRF

I. Reports of Special Committees

J. Reports of Officers

- 1. **Social Services Funding Report and Youth Services Grant Annual Report – CD**

K. New Business

- 1. **Ordinance No. 2024-12-040:** An Ordinance Levying Taxes for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025 – HRF
- 2. **Ordinance No. 2024-12-041:** An Ordinance Directing the Champaign County Clerk to Abate the Tax Levy for the General Corporate Fund for the Tax Year Beginning July 1, 2024 and Ending June 30, 2025 – HRF

L. 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@urbanaillinois.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

Urbana Bicycle and Pedestrian Advisory Commission

Item D1.



Annual Report 2023-24

Urbana Bicycle and Pedestrian Advisory Commission (2006)

The purposes of the Commission shall be to:

- A. Advise the City Council on bicyclist and pedestrian issues;**
- B. Analyze routing, operation and safety of bicycles;
- C. Review and make recommendations regarding the City's Capital Improvement Plan and Bicycle Master Plan;
- D. Evaluate and make recommendations for an **action plan** for biking and walking facilities (on- street and off-street paths and lanes, bicycle racks, signage and signalization);
- E. Coordinate with external agencies on maps and regional path connections;
- F. Develop education and public outreach programs on bicycle and pedestrian issues;
- G. Assist the City in the development of bicycle and pedestrian systems within the community;

BPAC Commissioners

Members currently serving

Annie Adams	At-Large
Carmen Franks	UPW
Tommy Griscom	At-Large
Qiushi Huang	(MTD)
Audrey Ishii, VC	USD116
Susan Jones	At-Large
Bruce Michelson	At-Large
Keenan Portis	UPD
Sarthak Prasad	Univ. Ill.
Nancy Westcott	(PACE)
Vacancy	

Members for part of 2023-24

Bill Brown, Chair	At-Large
Kara Dudek-Mizel	UPD
Dan Saphiere	At-Large
Yousaf Shah	At-Large
John Zeman	UPW

From 2007-2022, except for short periods, an Urbana City Council member or former member has chaired BPAC.

BPAC Reviews and Input (2023-24)

Item D1.

- Florida Avenue multi-use path preliminary design (ITEP grant)
- Urbana Park District ADA updates and amenities map
- Equity Quality of Life projects/Capital Improvement Plan
- Lincoln Avenue Corridor Study (for reducing crashes)
- Street Lighting for health and safety
- Urbana Meander downtown pedestrian trail
- Long-Range Transportation Plan 2050
- Effectiveness of speed reduction for pedestrian safety
- State and local residential speed ordinances
- Imagine Urbana Comprehensive Plan - Walkability
- UI Sustainable Transportation Updates—ADA, Climate Change, Transportation Demand Management
- UI Bicycle Master Plan
- Bicycle Friendly Application Renewal and Report Card Results
- Urbana Pedestrian Master Plan
- Vision Zero Campaign Map and Survey (MTD intern)
- Urbana pedestrian and bicycle crash data and state and local tools
- Utility of stop bars at crosswalks on Lincoln and Vine

Recommendations passed by vote

- Apply for a Safe Streets and Roads for All (SS4A) Federal grant for speed management study (Vision Zero Action Plan) and traffic calming demonstration projects.
- Reduce East Main St. and Pfeffer Rd. to at least State statutory urban speed limit of 30 mph or less.
- Coordinate e-bike/micromobility regulations with all local agencies
- Promote Downtown Pedestrian and Bicycle Activity with Farmers Market Pavilion

Advancing the BPAC mission...

2024 GOALS

1. **Speed reduced to ranges compatible with Vision Zero commitment; e.g. extend the University 25-mph zone to residential areas**
2. Florida Avenue and University Avenue safe and attractive for ALL users
3. Washington Street speed issues addressed
4. Vine Street issues with no cross walks addressed (near Fairlawn, Michigan, and Pennsylvania)
5. City Getting Around website updated
6. **East Main Street resolution added to Bicycle & Pedestrian Plan addendums**
7. Lincoln Avenue Corridor Study actively followed and reviewed; provide comments as BPAC

FUTURE GOALS

1. State lobbied to return speed-setting to municipalities;
2. Add MTD & PACE representation to BPAC, change to Bylaws
3. Wayfinding and pedestrian access to parks evaluated and enhanced—example Broadway behind JJ's
4. **Obtain an SS4A grant to create the Urbana Vision Zero action plan and demonstration projects.**
5. Vibrant pedestrian tourist trail designed and promoted
6. Long-Range Transportation Plan 2050 actively followed and reviewed
7. Snow removal zone expanded

Vision Zero Strategies Include:

1. Building and sustaining leadership, collaboration, and accountability – especially among a diverse group of stakeholders (transportation professionals, policymakers, public health officials, police, and community members)
2. Collecting, analyzing, and using data to understand trends and potential disproportionate impacts of traffic deaths
- 3. Prioritizing equity and community engagement**
- 4. Managing speed to safe levels**
5. Setting a timeline to achieve zero traffic deaths and serious injuries, which brings urgency and accountability, and ensuring transparency on progress and challenges.

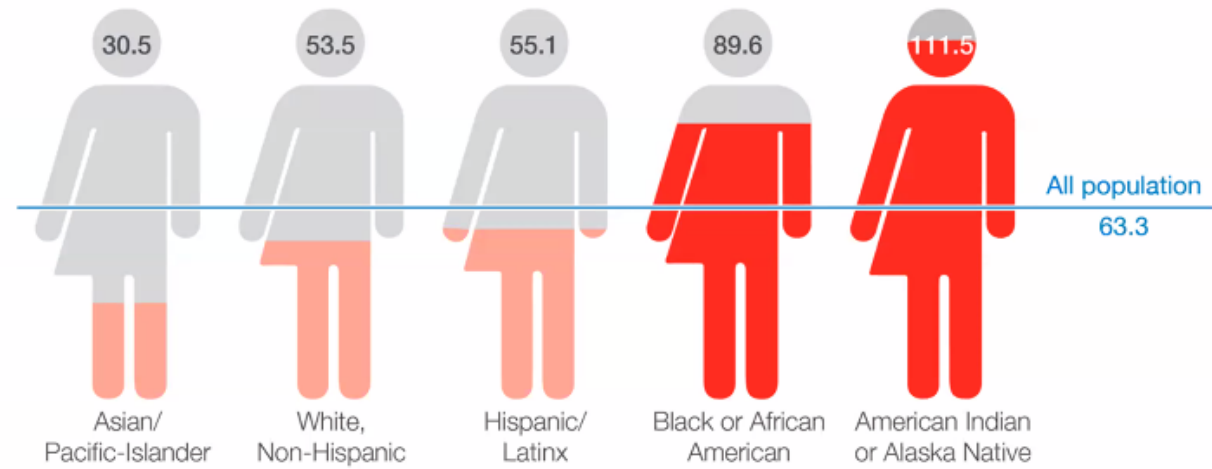
Why Does it Matter?

44,450 people died
on U.S. roads in 2023

~ 45% increase of
pedestrian deaths
over the 2010-2019 decade

~80% more likely for
Black people to be
killed by drivers
while walking than White,
non-Hispanic Americans

Relative pedestrian danger by race and ethnicity
(2010-2019)



Analyzing and addressing inequity in traffic impacts and enforcement is required as part of the Vision Zero Action Plan

The East Main Street 35-mph speed limit epitomizes this inequity. BPAC has forwarded a resolution calling for a minimal effort to address this: reduce the speed now.

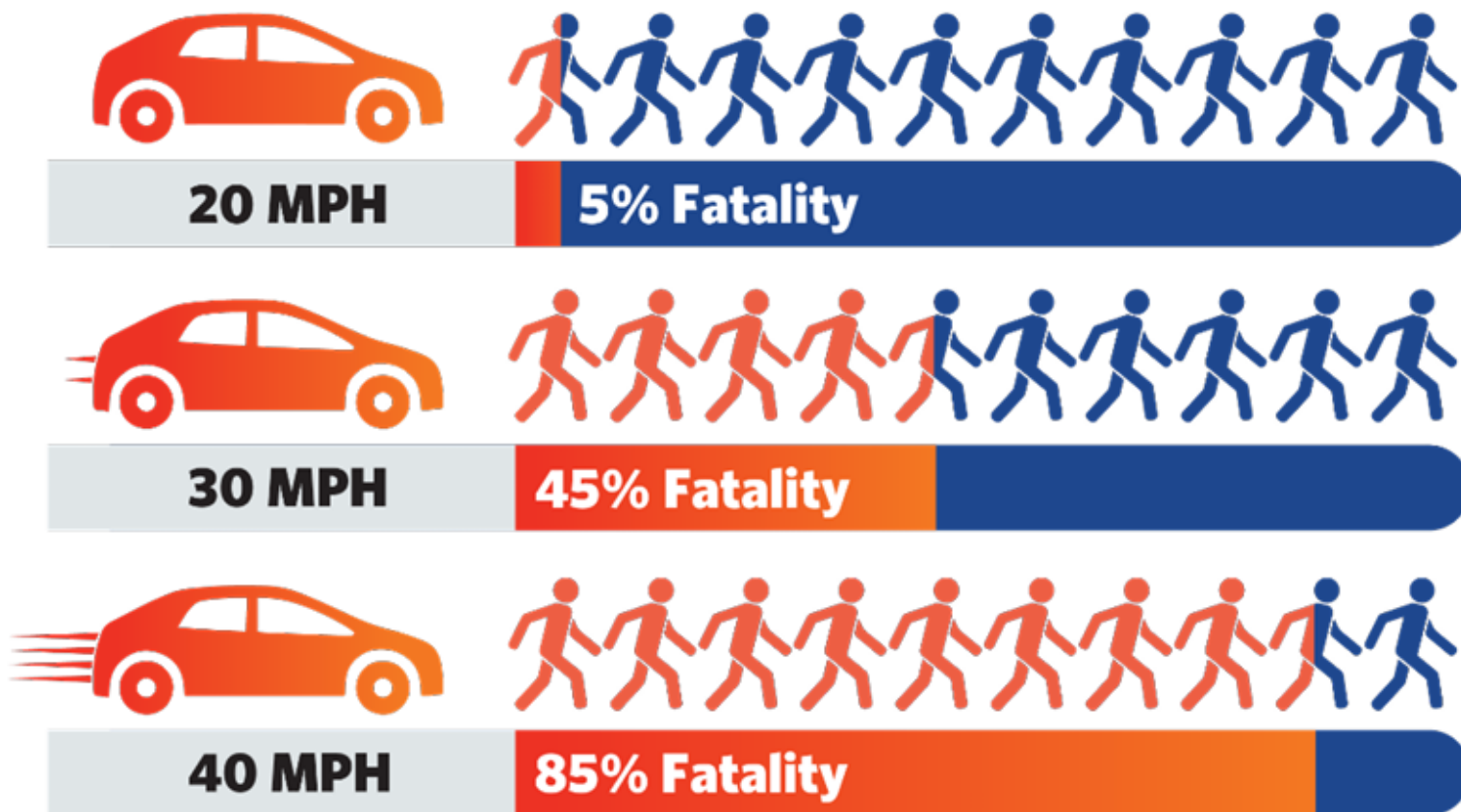
Item D1.



Photograph is from the Examine Urbana Comprehensive Plan--Current Conditions: Transportation/Getting Around

Figure 13. Higher speeds increase the likelihood of a pedestrian fatality

Item D1.

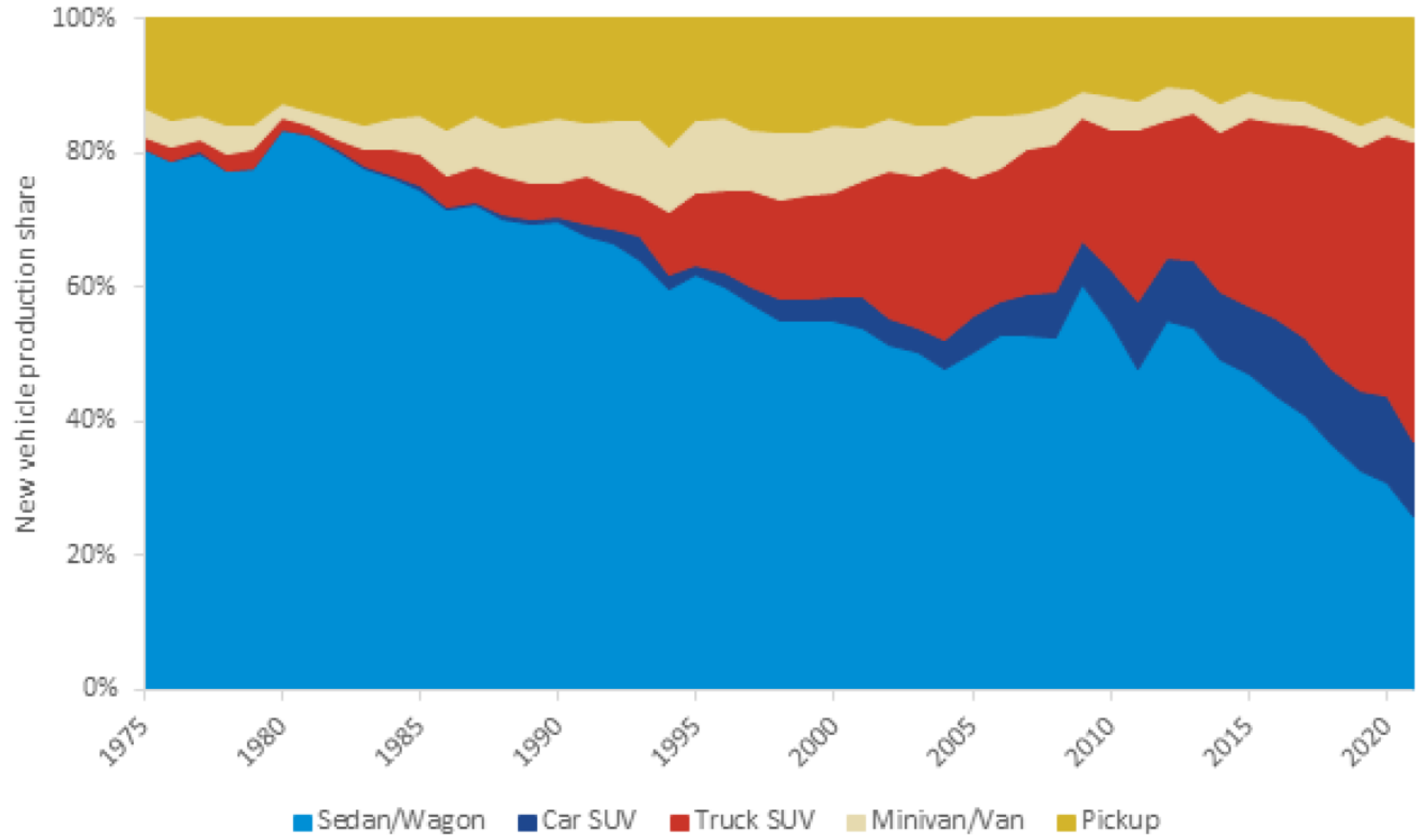


WHY has BPAC decided to focus on speed? Cost-effective, community-building, and already widely accepted locally and nationally.

Source: National Transportation Safety Board (2017).

Small reductions in speed are correlated to lower rates of fatal and injury crashes, which makes a strong case for reducing speed limits, even by 5 mph or less. Figure 14 shows that when traveling at 30 mph, a reduction of just 3 mph in average traveling speed can reduce the likelihood of a fatal crash by almost 50 percent.

Vehicles are larger and heavier today: this affects both the ability to see vulnerable road users...



and the deadliness of impact.

Urban/Business District State Statutory Speed Limits

22 states have statutory speed limits of 20mph or 25 mph for urban districts

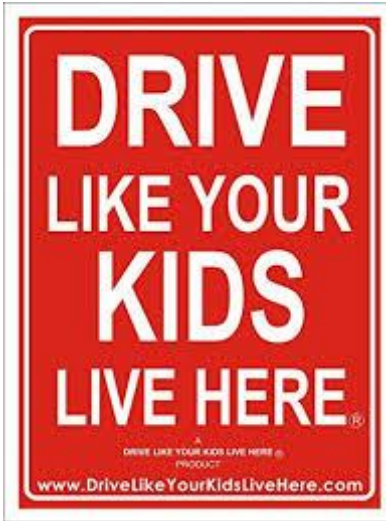
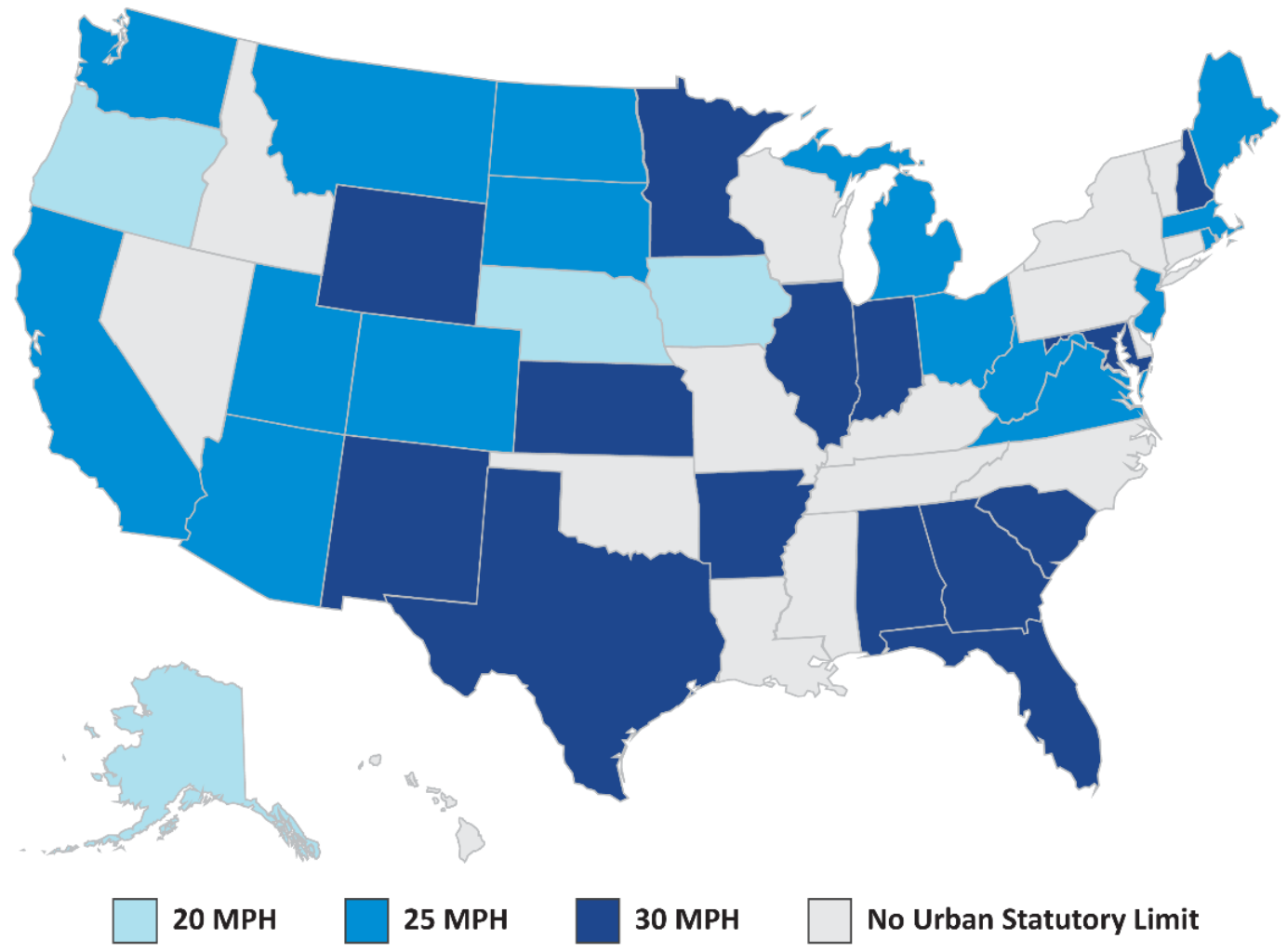
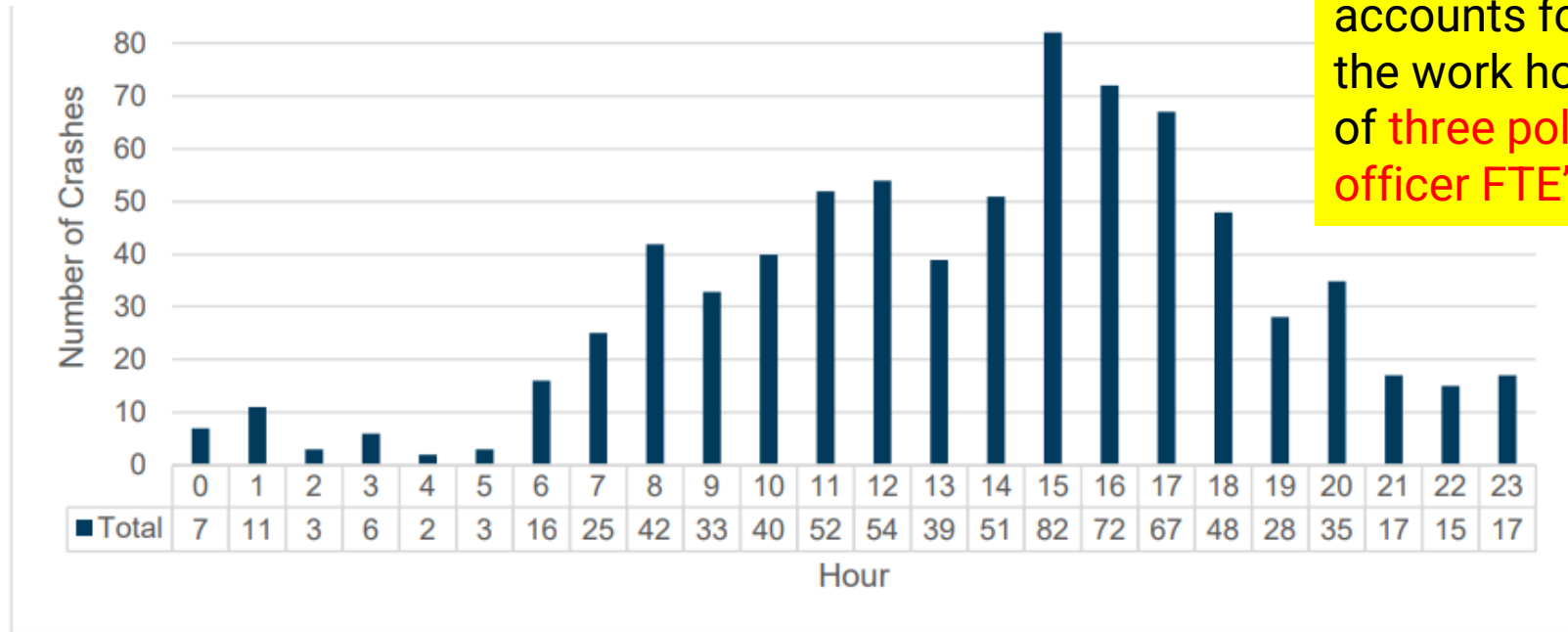


Figure 2.9: Motor Vehicle Crashes by Hour

Crashes by Hour



Source: Agency Provided data

Response to motor vehicle crashes accounts for the work hours of **three police officer FTE's**.

Item D1.

- "Most vehicle crashes consume a significant amount of time, and these events occur most frequently during the highest period of volume demand for the UPD. It is also significant that motor vehicle crashes almost always require a multiple unit response, which exacerbates patrol availability issues outlined elsewhere in this report."

TRAFFIC DEATHS in URBANA

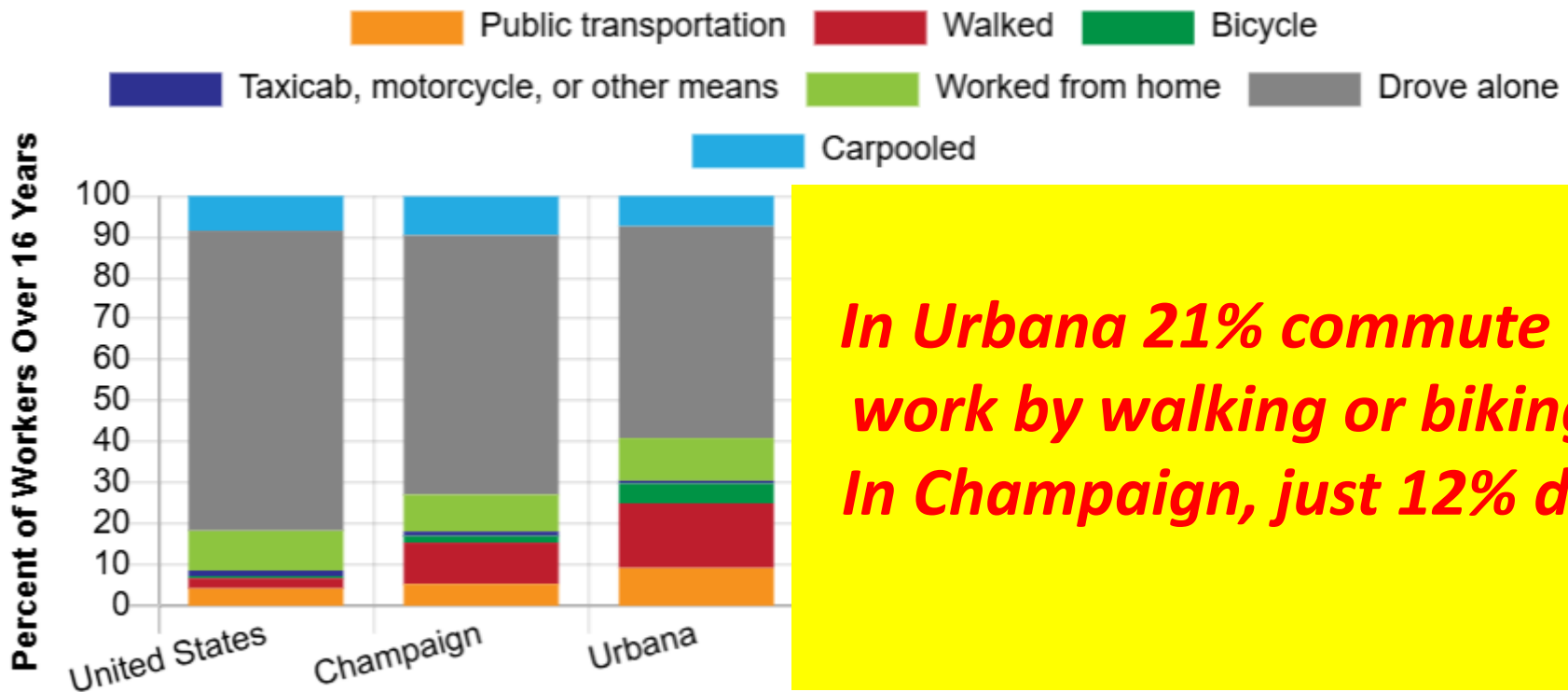
YEAR	DIED	INJURED
2008	3	166
2009	4	202
2010	1	284
2011	2	180
2012	1	170
2013	2	166
2014	2	220
2015	2	229
2016	2	
2017	2	

Average total traffic fatalities in Urbana

1998-2007 1.2 References:
2008-2017 2.1 SCIL 2011-2015, 2017 LRTP

Of the 21 traffic deaths in the more recent 10 year period, **ten** were pedestrians, and 1 a bicyclist; of the 12 traffic deaths in the previous 10 years, only **three** were pedestrians.

Commuting Mode for Workers 16 Years and Older, 2021



In Urbana 21% commute to work by walking or biking. In Champaign, just 12% do.

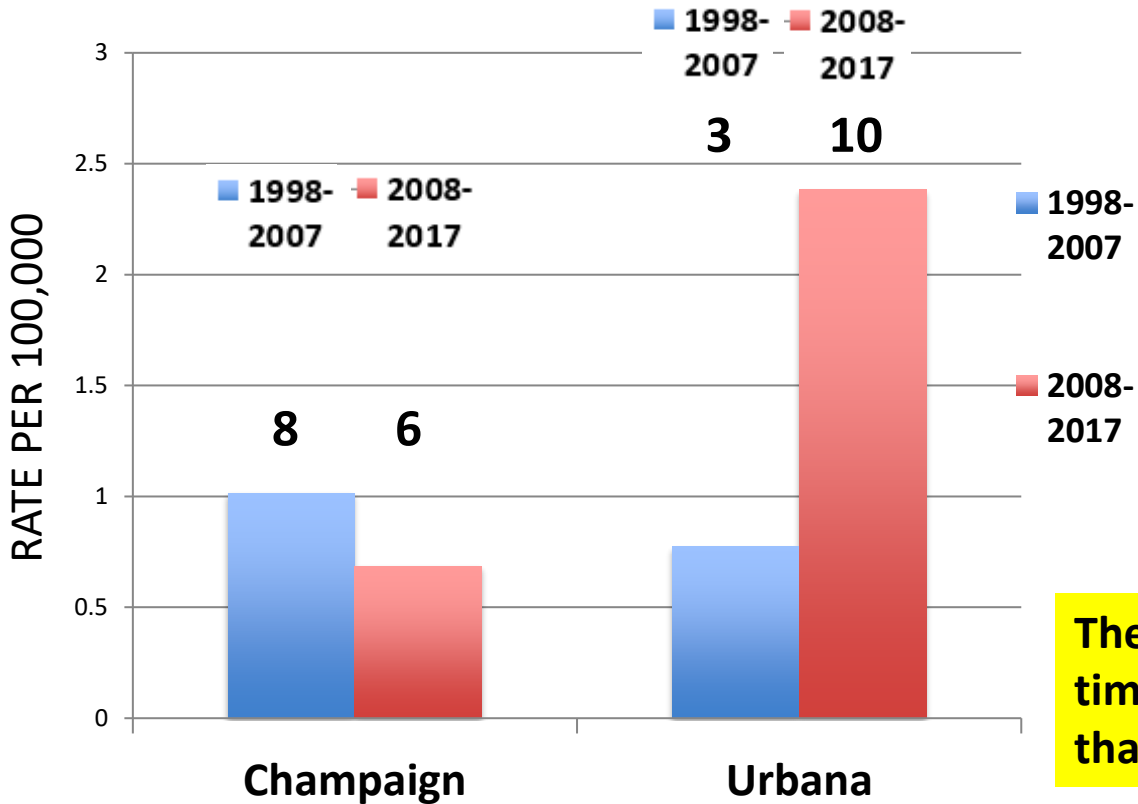
In Urbana 19.2% of households lack vehicle access. In Champaign, 15.2% do.

Data and graphic: LRTP 2050 (CCRPC draft)

Source: [U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates, Table B08201](#)

AVERAGE PEDESTRIAN DEATH RATES for 10-YEAR PERIODS

Average annual deaths per 100,000 people plotted
Total 10 year crashes are listed above each bar.



Percent change is based on the average annual per 100,000

For the 2008-2017 (10 years, red bar) period, pedestrians were 19 % of Champaign traffic deaths (6 of 32) and 48 % of Urbana traffic deaths (10 of 21). In the same period, there were 2 cyclists killed in Champaign (2011,2012), 1 in Urbana (2009).

Urbana has a higher percentage of people who walk, bike, and take public transport to commute to work. Urbana is a gold-level bike friendly city, and has many parks. We CAN bring back a more civil era in driving.

There are many time more injuries than deaths.

Can we do more to ensure that people in our wonderful walkable city, continue to live their whole lives with us?

UPDATE:

These are the people who died on our streets

During the five-year period 2018-2022

Pedestrian deaths

Urbana 4

Champaign 5

Urbana's rate is approximately 2X Champaign's from:

L RTP 2050 (CCRPC draft report)

Shelly Taylor, 49, crossing Main St. toward Starbucks at Vine (4/11/2019)

Tonya Barnett, 50, crossing East Main St. after disembarking from an MTD (1/15/2021)

Joseph Wilske, 71, in a motorized scooter crossing Vine at Water from Schnuck's (1/21/2022)

Christopher Bowen, 50, crossing Cunningham west at E Park (5/25/2202)

Vision Zero Resolution of the Champaign Urbana Urbanized Area Transportation Study September 2022

- WHEREAS, urban roadways that improve safety also enrich the lives of all community members, and safety countermeasures will contribute to overall population health; and...
- CUUATS Technical and Policy Committees acknowledge and accept that the Safety Plans may result in changes to each participating agency or municipality's approach to the planning and design of streets...and legal and legislative frameworks including **the potential to advocate for reduced speed limits**; and,

https://www.ccrpc.org/transportation/champaign-urbana_urban_area_safety_plan/index.php

The resolution mentions 14 pedestrian deaths in Champaign-Urbana for 2012-2021. Seven of those were in Urbana. A stronger commitment to pedestrians in Urbana seems appropriate

Does it work to reduce the speed limit on a city-wide basis?

Item D1.

After Boston lowered the default speed limit to 25 mph,
the estimated odds of a vehicle

exceeding 35 mph



fell 29.3%

exceeding 30 mph



fell 8.5%

exceeding 25 mph



fell 2.9%

Boston lowered its citywide speed limit to 25 mph beginning in January 2017 as part of its Vision Zero action plan.

<https://www.iihs.org/iihs/news/desktopnews/city-drivers-slow-down-for-lower-speed-limit-in-boston> **Study reported by the Insurance Institute for Highway Safety**

Lowering speed limits makes Seattle streets safer

March 28, 2023

Item D1.



Seattle Department of Transportation

“When we talk about the Safe System approach, we always stress that nobody should have to die because of a mistake,” said IIHS President David Harkey. “These results illustrate the value of rethinking speed limits. Crashes still happened after Seattle’s changes, but they weren’t as dangerous.”

In downtown Seattle, **lowering default speed limits reduced the likelihood that a crash would involve an injury by a fifth on arterial roads...**

“Everybody thinks of highways when we talk about speed limits, but reducing speeds on city thoroughfares and residential streets is just as important,” Harkey said.

“Nationwide, nearly a third of crash deaths occurred on urban arterials in 2020.”

Higher speeds make crashes more likely by reducing the time a driver has to react and increasing the distance required to stop the vehicle.

Higher speeds also increase the energy involved in a crash, raising the odds of an injury.

Is it possible to have zero fatalities?

- Before 2008, it was possible and expected in most years in Urbana—at least for pedestrians.
- Hoboken, Jersey City, and Oslo, Norway as well as declines in fatalities in countries worldwide have proven VZ is realistic.
- Cars and trucks are bigger and more dangerous and distractions have increased. Let's adapt...

Our **Imagine Urbana** goal for attracting more residents depends on our community's ability to stand out for public space vibrancy and comfort—not for the speed with which cars move through it. Let's invite people to stay awhile!



~~2020-10-27~~

A RESOLUTION SETTING AS OFFICIAL POLICY THE VISION ZERO GOAL OF REDUCING LOSS OF LIFE OR SERIOUS INJURY TO ZERO ON OUR TRANSPORTATION SYSTEM BY 2030

WHEREAS, the City of Urbana aspires to reduce the number of fatal and serious injury crashes on its streets to zero; and

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

Section 1.

The City of Urbana hereby adopts the Vision Zero strategy as a comprehensive and holistic approach to eliminating traffic fatalities and severe injuries by 2030.

Section 2.

The Bicycle and Pedestrian Advisory Commission shall convene as the Vision Zero Task Force (with the participation of relevant community partners) two to three times per year to develop a Vision Zero Plan for the City of Urbana that utilizes outside funding sources for projects not already part of the Capital Improvement Plan and city budget.



PASSED BY THE CITY COUNCIL this 26th Day of October, 2020.

BPAC Resolution for SS4A grant 2023 Item D1.

Whereas, the **Urbana City Council passed a Vision Zero resolution in October 2020** that calls for a goal of zero deaths and serious injuries on Urbana roadways by 2030; and

Whereas, there have been **four pedestrian deaths in the four years 2019-2022**, with three of the four occurring on or near Vine or Cunningham, and the 4th on the East Main Street, and this rate of pedestrian deaths is unacceptable in reaching the goal of zero deaths by 2030 and in comparison with other cities;

Whereas, funding is needed to study and consider a system-wide approach to reducing speed in order to reduce the likelihood of serious injury and death within Urbana and increase the comfort and vibrancy of Urbana streets; and

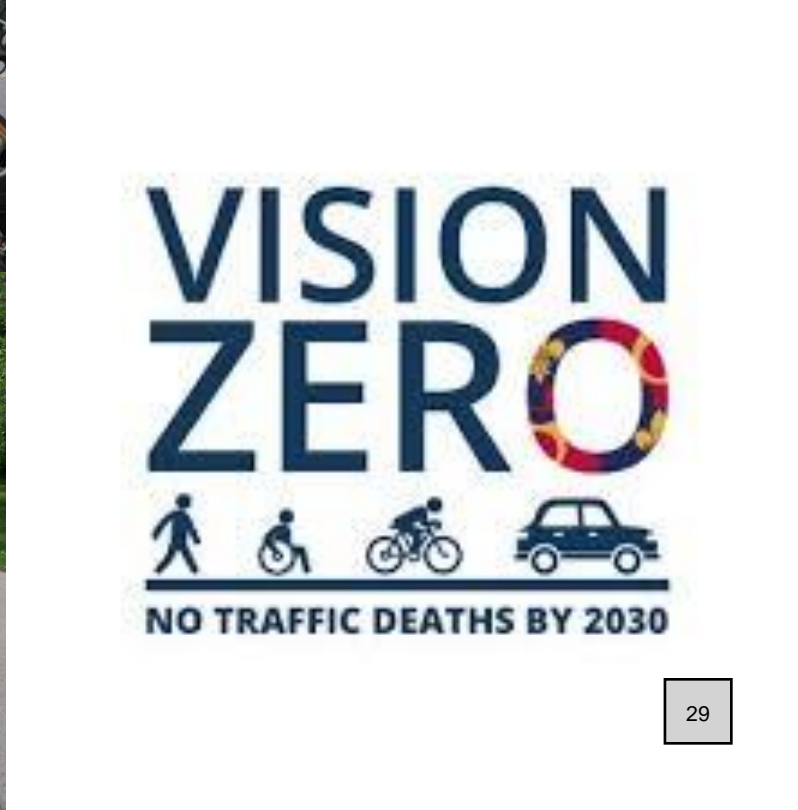
Whereas, additional demonstration projects to improve the safety of streets for all users and especially pedestrians and bicycles can be implemented on Lincoln Avenue and other locations; and...

A second BPAC Resolution for SS4A 2025 was passed in September 2024.

- ✓ A clear goal of eliminating traffic fatalities and severe injuries has been set.
- ✓ The Mayor has publicly, officially committed to Vision Zero.
- A Vision Zero plan or strategy is in place, or the Mayor has committed to doing so in clear time frame.
- Key departments (including transportation, public health and mayors' offices) are **leading**.

The requirements for recognition have not changed except 'engaged' has become 'leading'.

- = *Partial completion—some CCRPC reports have applicable sections. Urbana specific statistics and action items can be funded by a SS4A grant from USDOT.*



In Urbana, one pedestrian death per year is a fatality rate per 100,000 of Urbana (**2.5**). Some rates in 2020 were: NY (**1.09**), Chicago (**2.02**), Boston (**0.58**), Seattle (**1.56**), Denver (**2.4**), Champaign (**1.13**).

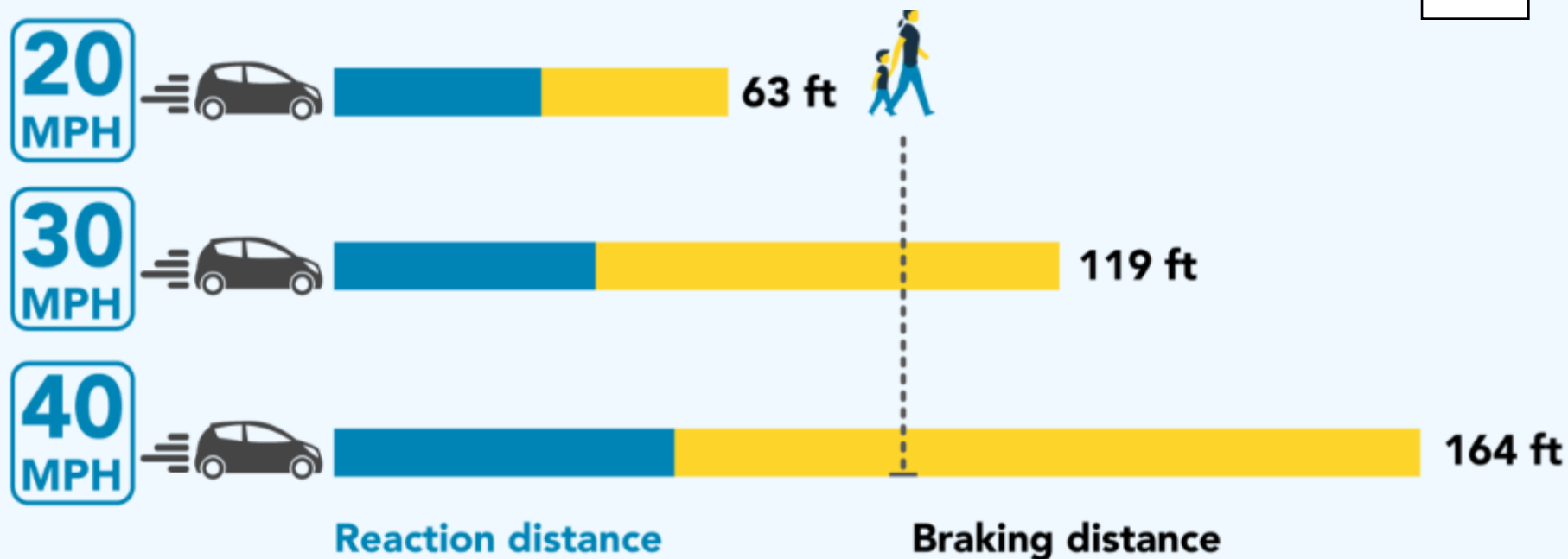
State rates: Illinois (**1.40**) #20 lowest Texas (2.34) Tenn. (2.50) #39&40 lowest

Total and Pedestrian Fatalities in Cities With Populations of 500,000 or Greater, and Fatality Rates, 2020

City	Total Fatalities	Pedestrian Fatalities		Population	Fatality Rate per 100,000 Population	
		Number	Percentage of Total Fatalities		Total	Pedestrian
Indianapolis, IN	134	39	29.1%	877,903	15.26	4.44
San Francisco, CA	31	12	38.7%	866,606	3.58	1.38
Seattle, WA	26	12	46.2%	769,714	3.38	1.56
Denver, CO	51	15	29.4%	735,538	6.93	2.04
Washington, DC	36	10	27.8%	712,816	5.05	1.40
Boston, MA	18	4	22.2%	691,531	2.60	0.58
El Paso, TX	64	12	18.8%	681,534	9.39	1.76
Nashville, TN	104	37	35.6%	671,295	15.49	5.51
Detroit, MI	191	41	21.5%	665,369	28.71	6.16
Las Vegas, NV	32	12	37.5%	662,368	4.83	1.81
Oklahoma City, OK	81	25	30.9%	662,314	12.23	3.77
Portland, OR	56	18	32.1%	656,751	8.53	2.74
Memphis, TN	223	63	28.3%	649,705	34.32	9.70
Louisville, KY	113	31	27.4%	618,338	18.27	5.01
Milwaukee, WI	87	15	17.2%	589,067	14.77	2.55
Baltimore, MD	62	16	25.8%	586,131	10.58	2.73
Albuquerque, NM	105	30	28.6%	562,540	18.67	5.33
Tucson, AZ	125	37	29.6%	553,571	22.58	6.68
Fresno, CA	71	29	40.8%	530,267	13.39	5.47
Mesa, AZ	47	17	36.2%	528,159	8.90	3.22
Sacramento, CA	43	21	48.8%	512,838	8.38	4.09
Atlanta, GA	81	25	30.9%	512,550	15.80	4.88

Sources: FARS 2020 ARF; Population – Census Bureau
 Note: Sorted by highest to lowest population.

2020 was not a normal year, but ped rate for Champaign and Urbana are steady for at least 4 years



Higher speeds increase a driver's reaction time & braking distance

We will always face unpredictable, urgent reasons to stop. The speed we're traveling can make the difference between life and death.

SPEED KILLS

Item D1.

Higher vehicle speeds significantly increase likelihood of death

Our bodies can only tolerate so much physical impact. Even small increases in vehicle speed significantly escalate risk of severe injuries and deaths.

System designers and policymakers can use proven tools to encourage lower, safer speeds. Where there is a mix of people walking, biking and driving — **20 is plenty!**

20
MPH

8%



30
MPH

20%



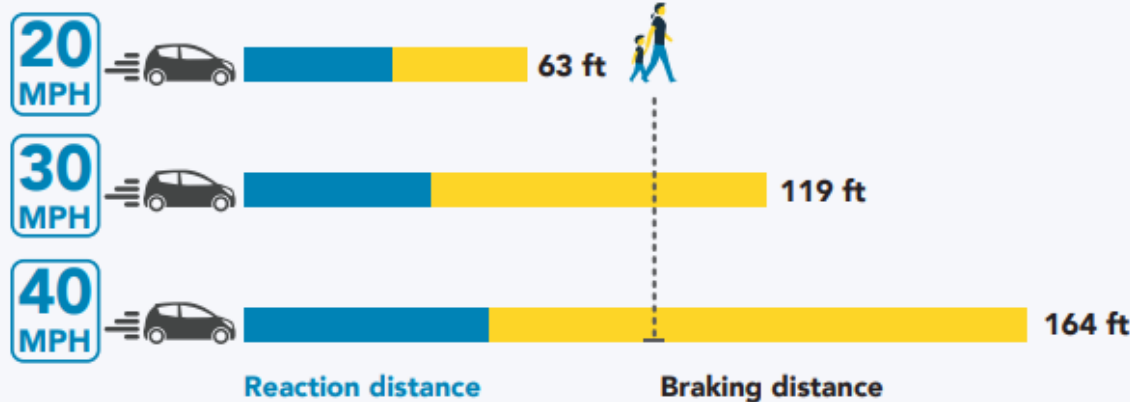
40
MPH

46%



Likelihood of death for people walking if hit at these speeds

Source: AAA Foundation, Tefft, B.C. (2011)



Higher speeds increase a driver's reaction time & braking distance

We will always face unpredictable, urgent reasons to stop. The speed we're traveling can make the difference between life and death.

Source: National Highway Traffic Safety Administration (2015)

Pilot self-enforcing streets, using target speed, right-sizing roads



References

- [Managing speeds for safety and improving livability-CMAP](#)
- <https://nacto.org/publication/city-limits/the-right-speed-limits/>
- <https://visionzeronetwork.org/resources/safety-over-speed/>
- <https://www.hobokennj.gov/news/city-of-hoboken-reaches-new-vision-zero-milestone-seven-consecutive-years-without-a-traffic-death>
- <https://www.bloomberg.com/news/features/2022-12-28/it-s-been-a-deadly-year-on-us-roads-except-in-this-city>
- <https://crashstats.nhtsa.dot.gov/#!/PublicationList/36>
- [CCRPC Long Range Transportation Plan 2050](#)
- <https://www.transportation.gov/grants/SS4A>
- <https://www.transportation.gov/nrss/usdot-national-roadway-safety-strategy> - information on inequity in traffic impacts
- [Examine Urbana: Transportation](#)
- <https://bikeleague.org/slow-roads-recap/>
- <https://visionzeronetwork.org/resources/vision-zero-communities/vision-zero-recognition-program/>
- [Urbana Vision Zero Resolution](#) October 26, 2020



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: November 18, 2024 Committee of the Whole
Subject: FY2025 Budget Amendment #2 - Omnibus

Summary

Action Requested

Forward the budget amendment authorizing these adjustments for approval at the November 25, 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. Changes include providing additional funding for the City's recycling programs, reallocating some funds for the Community Engagement Team Pilot Program, allocating grant funds for Hope Village, and funding for a study on fire protection services in the campus area. Specific adjustments are described below.

Relationship to City Services and Priorities

Impact on Core Services

The requested items are intended to allow City staff to better serve Urbana residents.

Strategic Goals & Plans

The proposed changes to the Community Engagement Team (CET) and fire protection consultation services directly support the Mayor and Council's goal of enhancing public safety and well-being, as outlined in **Strategic Area #1: Public Safety and Well-being**.

The changes related to the state and federal grant for Hope Village Tiny Homes align with the Mayor and Council's goal of fostering housing security and equity while improving housing quality, identified in **Strategic Area #2: Housing**.

Additionally, proposed changes to capital projects and the Pilot Fleet Electrification Grant align with the Mayor and Council's objectives to improve the quality of current infrastructure assets and advance sustainability and climate resiliency on City-owned property and facilities, under **Strategic Area #3: Infrastructure**.

Previous Council Actions

The City Council approved the City's FY2025 Annual Budget on June 24, 2024 and Budget Amendment #1 on September 30, 2024.

Discussion

Additional Background Information

In the FY2025 Budget, the City Council allocated funding for a 3-year pilot program to establish a Community Engagement Team (CET) in the Philo Road area. A suitable location has been identified, and lease negotiations are underway. Funding for the lease was incorrectly included in the HR budget and will be moved to the Police budget. Expenses for equipment were budgeted as a transfer to the Vehicle and Equipment Replacement Fund (VERF), but should have been included as expenditures in the Police Department budget. These changes are corrections to the budget entries and do not affect the budget for this program.

An additional \$56,100 is requested in the Executive Department to support fire protection consultation services under an existing Intergovernmental Agreement involving the University of Illinois and the City of Champaign. As the lead agency, Urbana will equally share costs with the other entities. This funding includes \$51,000 for the proposal and a 10% contingency for potential scope expansions, with approximately \$34,000 to be reimbursed. Assigning this to the Executive Department, rather than the Fire Department, is recommended to account for the intergovernmental nature of the project and to manage any associated ancillary costs effectively.

Due to timing issues, funds for two items in the Capital Improvement Fund City Facility Improvements Project – Security Access Control and Fire Station 1 Sprinkler Installation – were not encumbered before the end of last fiscal year. These projects will be rebudgeted so they can be completed in FY2025. A \$250,000 state grant will fund the Public Works EV Pilot Conversion Program, including \$210,000 for EV charging infrastructure, which is reflected in the Capital Improvement Fund. The remaining \$40,000 to replace up to four gas-powered vehicles with EVs is included in the VERF.

The City anticipates a revenue shortfall of approximately \$200,000 in the Local Motor Fuel Tax Fund compared to projections in the CIP, related to the planned phased increases in the tax. Despite this adjustment, the City intends to proceed with the allocated spending plan, as all planned projects remain priorities for completion this fiscal year. The reduced revenue will result in an end-of-year fund balance approximately \$200,000 lower than originally projected.

Two items in the VERF that were not purchased in FY2024 will be deferred to FY2025. Additionally, discrepancies between the VERF budget and the internal project accounting system budget have been identified. This budget amendment aims to address these discrepancies, ensuring proper accounting and allocation of funds. Also, in this fund, the remaining \$40,000 from the Public Works EV Pilot Conversion Program, which is for replacement of gas-powered vehicles with EVs, is reflected in both revenues and expenses.

In the Home Recycling Fund, an expense adjustment of \$300,000 is needed to address the transition to a new contractor while maintaining weekly service from April through the end of FY2025, following the current contractor's completion of their curbside contract in March. The lowest bid

for the new contract is considerably higher than the previous contract. If Council wishes to consider bi-weekly collection as an alternative, this could be reduced to \$200,000. This adjustment will lower the fund balance in FY2025, and staff will discuss revenue options to support this program in a separate agenda item.

In the CD Grants Fund, the City has received \$250,000 in a state grant and a \$1,200,000 federal grant to support key initiatives. The \$250,000 state grant, combined with the \$1,200,000 federal CDBG-CV grant, will support the Hope Village project.

Operations Impact

Adjustments to the Home Recycling Fund will maintain weekly recycling services during the transition to a new contractor, ensuring uninterrupted operations and program consistency. Amending the budget will allow staff to start working on the Security Access Control and Fire Station 1 Sprinkler Installation projects, advancing critical facility upgrades that enhance operational readiness and security. It will also support the launch of the Urbana Fleet Electrification Program.

Fiscal and Budget Impact

The new estimated ending fund balance in the General Operating Fund, not including amounts reserved for future expenditures, would be reduced by \$22,100 to \$11,831,544, which is 26.34% of recurring expenditures. This leaves \$600,535 available above the 25% fund balance policy limit. This does not include \$5,016,294 reserved for planned transfers for capital improvements in future years and funding for the second and third years of the Community Engagement Team pilot program. None of the new General Fund expenditures are recurring, so there is no impact on funds available for new, recurring expenses. This will be reevaluated in the Financial Forecast, which will be provided to Council within the next few months.

Community Impact

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

Recommendation

Forward the budget amendment authorizing these adjustments to the FY2025 budget with a recommendation for approval at the November 25, 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.

Attachments

1. An Ordinance Revising the Annual Budget Ordinance

Originated: Don Ho, Senior Financial Analyst / Budget Coordinator
 Reviewed: Elizabeth Hannan, HR & Finance Director / CFO
 Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

(Budget Amendment #2 –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 is 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 - 02 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
GENERAL OPERATING FUND (100)						
<u>Revenues</u>						
100-41699		GENERAL FUND: OTHER INTERGOV PAYMENTS	13,400	47,400	34,000	FIRE CONSULTATION SERVICES - INTERGOV. AGREEMENT
Total Revenues			47,231,812	47,265,812	34,000	
<u>Expenditures</u>						
10010101-52999		MAYOR/CITY ADMIN: OTHER CONTRACTUAL SERVICES	59,606	115,706	56,100	FIRE CONSULTATION SERVICES - INTERGOV. AGREEMENT
10015155-52930		HUMAN RESOURCES: OFFICE LEASING	120,000	90,000	(30,000)	COMMUNITY ENGAGEMENT TEAM BUDGET ENTRY CORRECTION
10020201-51900		POLICE PATROL: OTHER SUPPLIES	21,523	66,523	45,000	COMMUNITY ENGAGEMENT TEAM BUDGET ENTRY CORRECTION
10020201-52930		POLICE PATROL: OFFICE LEASING	-	30,000	30,000	COMMUNITY ENGAGEMENT TEAM BUDGET ENTRY CORRECTION
10020201-59300		POLICE PATROL: TFR TO VERF FUND	299,570	254,570	(45,000)	COMMUNITY ENGAGEMENT TEAM BUDGET ENTRY CORRECTION
Total Expenditures			57,017,069	57,073,169	56,100	
Ending Fund Balance (estimated)			16,914,938	16,892,838	(22,100)	
CAPITAL REPLACEMENT & IMPROV FUND (200)						
<u>Revenues</u>						
200-41160	50310-DCEO-CIP	CIP: OTHER STATE GRANTS	-	210,000	210,000	URBANA PILOT FLEET ELECTRICIFICATION GRANT
Total Revenues			17,469,619	17,679,619	210,000	
<u>Expenditures</u>						
20040470-52204	50310-GRANT-CIP	CIP: INFRASTRUCTURE MAINT	188,120	398,120	210,000	URBANA PILOT FLEET ELECTRICIFICATION GRANT
20040470-53200-40800	40800-CONST-REHAB	CITY FACILITY IMPROVEMENTS: BUILDING	4,170,075	4,311,075	141,000	REBUDGET - SECURITY ACCESS CONTROL
20040470-53200-40800	40800-CONST-SECURITY	CITY FACILITY IMPROVEMENTS: BUILDING	4,311,075	4,448,075	137,000	REBUDGET - STATION 1 SPRINKLER SYSTEM
Total Expenditures			22,683,980	23,171,980	488,000	
Ending Fund Balance (estimated)			666,502	666,502	-	
LOCAL MOTOR FUEL TAX FUND (202)						
<u>Revenues</u>						
202-40204		LMFT: LOCAL MOTOR FUEL TAX	1,002,698	802,698	(200,000)	LMFT - REDUCED REVENUE
Total Revenue			1,159,698	959,698	(200,000)	
Ending Fund Balance (estimated)			3,248,308	3,048,308	(200,000)	
VEHICLE & EQUIPM REPLCMNT FUND (300)						
<u>Revenues</u>						
300-41160	50310-DCEO-VERF	VERF: OTHER STATE GRANTS	-	40,000	40,000	URBANA PILOT FLEET ELECTRICIFICATION
300-46100		VERF: SALE OF PROPERTY	-	30,000	30,000	VERF CORRECTIONS
300-49100		VERF: TFR FROM GENERAL FUND	4,055,687	4,010,687	(45,000)	COMMUNITY ENGAGEMENT TEAM BUDGET ENTRY CORRECTION
Total Revenues			4,477,046	4,502,046	25,000	
<u>Expenditures</u>						
30060600-53410		VERF: MACHINERY	608,030	1,230,057	622,027	VERF RECONCILIATION
30060600-53420		VERF: VEHICLES	1,510,753	1,249,405	(261,348)	VERF RECONCILIATION
30060600-53420	50310-GRANT-VERF	VERF: VEHICLES	1,249,405	1,289,405	40,000	URBANA PILOT FLEET ELECTRICIFICATION
30060600-53420	VERF-PW-048	VERF: VEHICLES	1,289,405	1,293,205	3,800	REBUDGET - PW70 & VERF RECONCILIATION
30060600-53440		VERF: OTHER EQUIPMENT	459,842	640,636	180,795	VERF RECONCILIATION
30060600-53440	VERF-PD-123	VERF: OTHER EQUIPMENT	640,636	661,636	21,000	REBUDGET - MOBILE DIGITAL COMPUTERS & DOCKS
30060600-54100		VERF: PRINCIPAL	19,321	21,790	2,469	VERF RECONCILIATION
Total Expenditures			2,604,583	3,213,326	608,743	
Ending Fund Balance (estimated)			7,842,447	7,253,504	(588,943)	
HOME RECYCLING FUND (302)						
<u>Expenses</u>						
30240452-52104		RECYCLING: DISPOSAL & RECYCLING SERVICES	460,403	760,403	300,000	UCYCLE - INCREASE IN CONTRACTUAL SERVICES
Total Expenses			818,554	1,118,554	300,000	
Ending Fund Balance (estimated)			462,987	162,987	(300,000)	
COMMUNITY DEV GRANTS FUND (331)						
<u>Revenues</u>						
33150537-41160	50311-DCEO-GRANT	DCEO GRANT: OTHER STATE GRANTS	3,500,000	3,750,000	250,000	STATE GRANT: HOPE VILLAGE
33150531-46900	50202-FED-GRANT	CDBG: OTHER MISCELLANEOUS REVENUES	290,000	1,490,000	1,200,000	CDBG-CV GRANT: HOPE VILLAGE
Total Revenues			10,522,328	11,972,328	1,450,000	
<u>Expenditures</u>						
33150537-52800	50311-GRANT-HOPE	DCEO GRANT: GRANT MISC CONTRACTUAL SERVICE	992,493	1,242,493	250,000	STATE GRANT: HOPE VILLAGE
33150531-52800	50202-GRANT-HOPE	CGBG: GRANT MISC CONTRACTUAL SERVICE	362,708	1,562,708	1,200,000	CDBG-CV GRANT: HOPE VILLAGE
Total Expenditures			8,788,062	10,238,062	1,450,000	
Ending Fund Balance (estimated)			(452,964)	(452,964)	-	



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

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

Summary

Action Requested

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

Brief Background

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

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

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

Discussion

Additional Background Information

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

Fiscal and Budget Impact

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

Recommendation

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

Next Steps

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

Attachments

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

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. 2024-12-___ R

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

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

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

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

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

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

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

Section 1.

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

Section 2.

The terms of the IGA are hereby approved.

Section 3.

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

Section 4.

This Resolution shall take effect immediately upon passage.

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

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

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

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

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

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

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

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

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

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

Paragraph 2. Definitions.

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

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

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

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

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

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

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

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

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

Paragraph 6. Engineering and Other Services.

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

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

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

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

Paragraph 8. Implementation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Champaign:	Urbana:
City Manager	Mayor
City of Champaign	City of Urbana
102 N. Neil St.	400 S. Vine Street
Champaign, IL 61820	Urbana, IL 61801
City Engineer	City Engineer
City of Champaign	City of Urbana

702 Edgebrook Dr.
Champaign, IL 61820

706 S. Glover Avenue
Urbana, IL 61802

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

City of Champaign

City of Urbana

By: _____
City Manager

By: _____
Mayor

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
City Attorney

City Council Approval Date

City Council Approval Date

Wright St. (Church to Dublin)

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



Description

Pavement rehabilitation and railroad grade crossing improvements.

Location

Wright St. from Church to Dublin.

Purpose and Need

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

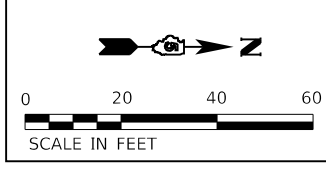
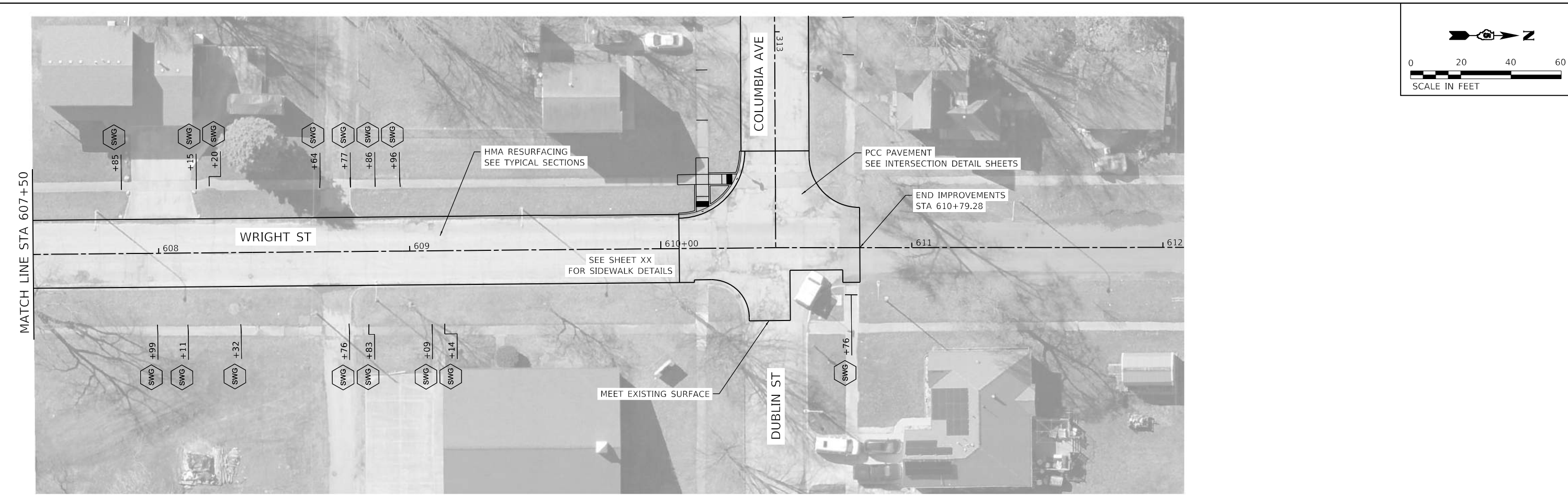
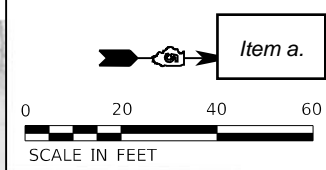
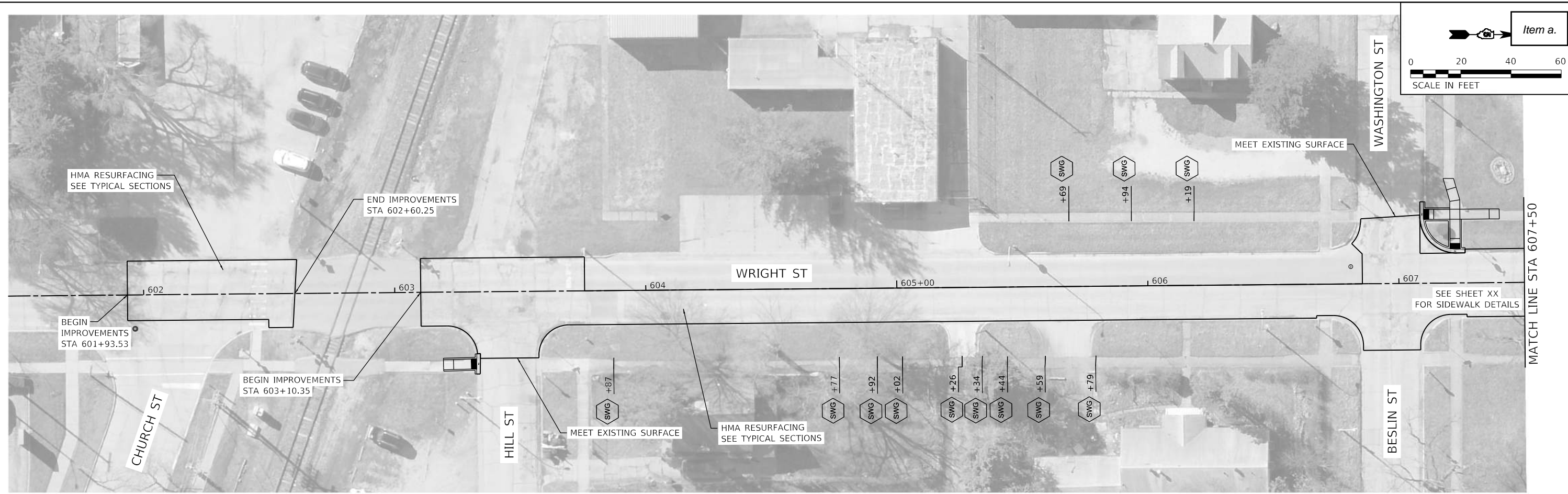
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0.0	17.9	13.8	4.9	4.6	8.2	1.4	50.8

Timeline

Studies & Plans FY25, Construction FY26.

Changes from Previous CIP

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



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

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

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

**STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION**

PROPOSED ROADWAY PLAN - WRIGHT STREET		
SCALE: AS SHOWN	SHEET 1 OF 1 SHEETS	STA. 601+93.53 TO STA. 610+79.28

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	25-00328-00-RS	CHAMPAIGN	XX	53
			CONTRACT NO.	
		ILLINOIS	FED. AID PROJECT	



MEMORANDUM TO THE COMMUNITY DEVELOPMENT COMMISSION

Meeting: December 2, 2024 Committee of the Whole

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

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

Summary

Action Requested

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

Brief Background

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

Discussion

Impact on Core Services

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

Strategic Goals & Plans

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

Previous Council Actions

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

Additional Background Information

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

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

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

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

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

Recommendation

Staff recommends that City Council approve the two attached resolutions.

Next Steps

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

Attachments

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

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

Originated by: Breaden Belcher, Grants Division Manager

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

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

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

(Parker Glen Phase II, FY 2024-2025)

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

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

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

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

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

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

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

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

(Parker Glen Phase II, FY 2024-2025)

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

WITNESSETH:

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

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

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

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

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

"Section 5. INTERGOVERNMENTAL CONTRACTS. Any one or more public agencies may contract with any one or more other public agencies to perform any

governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each part to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties".

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

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

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

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

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

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

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

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

2. Responsibilities

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

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

3. Miscellaneous Provisions

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

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

4. **Enforcing of Agreement**

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

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

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

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

CITY OF URBANA

By: _____
Diane Wolfe Marlin, Mayor

Date: _____

Attest: _____

Date: _____

CITY OF CHAMPAIGN

By: _____
Title:

Date: _____

Attest: _____

Date: _____

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

This instrument was prepared by:

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

After recording, return to:

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

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

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

BACKGROUND

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

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

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

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

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

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

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

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

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

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

Therefore, the parties agree as follows.

USE of HOME Funds

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

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

- 2. The Budget, attached hereto as Exhibit C.
- 3. The plans, drawings and specifications, as submitted to, and after the date hereof, approved by, the City of Champaign.

b.) After the date hereof, secure legal possession of the PROPERTY by means of fee simple title.

HOME PROJECT Requirements

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

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

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

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

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

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

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

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

Other Program Requirements

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

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

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

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

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

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

Property Standards

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

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

Federal Program Requirements

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

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

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

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

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

e.) Debarment & Suspension:

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

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

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

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

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

Payment Generally

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

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

Progress and Final Payments

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

Recordkeeping

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

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

General Provisions

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

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

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

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

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

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

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

	strategies and the existing Procedure to Remove Floodplain Designations.
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Enforcement

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

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

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

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

NOTICES

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

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

BORROWER:

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

CITY OF URBANA as a Member of the URBANA CONSORTIUM:

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

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

[Signature page follows]

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

By: _____
Name: Diane Wolfe Marlin
Title: Mayor

Date: _____

ATTEST:

Darcy E. Sandefur
City Clerk

Woda Cooper Companies

Name: Barry Accountius
Title: Vice President – Development

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James Roberts, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as Vice President – Development of Woda Cooper Companies, Inc.

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

Notary Public

Exhibit A
Legal Description

(AS-PROVIDED)

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

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

SUGGESTED LEGAL DESCRIPTION (AS SURVEYED)

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

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

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

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

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

Exhibit B
Scope of Services/Project Description

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

Exhibit C
Budget – Owner’s Sworn Statement; Schedule

HOME FUNDING AMOUNT: \$ 50,000

Project Funds are to be expended on the following activities:

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

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

- Site preparations or improvements
- Construction materials and labor

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

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

Project Completion Schedule

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

Exhibit D
Land Use Restriction Agreement

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This instrument was prepared by:

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

After recording, return to:

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

Attn: Breaden Belcher, Manager

REGULATORY AND LAND USE RESTRICTION AGREEMENT

This Regulatory and Land Use Restriction Agreement (“Regulatory Agreement”) is made between **Woda Cooper Companies, Inc.**, having a principal place of business at 500 S Front St., Columbus, OH 43215 (“Borrower”), and the **City of Urbana**, an Illinois municipal corporation (“City”), each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

Background

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

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

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

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

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

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

Therefore, the parties agree as follows.

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

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

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

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

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

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

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

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

7. Termination of Liabilities.

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

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

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

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

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

14. Notices. Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Woda Cooper Companies, Inc:

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

City of Urbana:

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

15. Survival of Obligations. The Borrower's Obligations, as set forth in this Regulatory Agreement, shall survive the disbursement of the Loan, and the Borrower shall continue to cooperate with the City and furnish any documents, exhibits, or records reasonably requested pursuant to paragraph 4(F) of this Regulatory Agreement.
16. Construction. This Regulatory Agreement will be construed and interpreted in accordance with the laws of the State of Illinois.
17. Counterparts. The parties may sign this Regulatory Agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

18. Limited Non-Recourse Obligation. Notwithstanding anything herein to the contrary, the indebtedness evidenced by the Note shall be a non-recourse obligation of the Borrower and neither the Borrower nor any general or limited partner of the Borrower or their respective successors or assigns, nor any related or unrelated party, shall have any personal liability for repayment of said indebtedness or any other amounts evidence or secured by the Loan Documents, the sole recourse of the City or any subsequent holder of the Note being the exercise of its rights against the Project and any other collateral under the Loan Documents, including without limitation (a) the Project and the rents issues, profits and income therefrom, (b) any funds or property held pursuant to any of the Loan Documents, and (c) insurance proceeds and condemnation awards paid or payable relative to the Project.

19. Waiver of Jury Trial. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with any of the Loan Documents and agree that any such action or proceeding will be tried before a court and not before a jury.

20. Subordination. This Regulatory Agreement is and shall be subject and subordinate in all respects to the Senior Loans and the Senior Loan Documents, both as defined in the Mortgage.

[Signature pages follow]

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

By: _____ Dated _____
Barry Accountius
Vice President – Development

CITY OF URBANA, ILLINOIS

By: _____ Dated _____
Breaden Belcher
Grants Division Manager

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

By: _____
Name: Diane Wolfe Marlin
Title: Mayor

Date: _____

ATTEST:

Darcy E. Sandefur
City Clerk

Woda Cooper Companies

Name: Barry Accountius
Title: Vice President – Development

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that James Roberts, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as Vice President – Development of Woda Cooper Companies, Inc.

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

Notary Public



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

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

Summary

Action Requested

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

Brief Background

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

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

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Additional Background Information

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

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

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

Recommendation

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

Next Steps

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

Attachment

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

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

PASSED BY THE CITY COUNCIL this day of , .

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor



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

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

Summary

Action Requested

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

Brief Background

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

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

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Additional Background Information

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

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

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

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

Recommendation

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

Next Steps

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

Attachment

A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for H Mart Urbana, LLC d/b/a H Mart, 220 North Broadway Avenue

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

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

Summary

Action Requested

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

Brief Background

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

Relationship to City Services and Priorities

Impact on Core Services

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

Strategic Goals & Plans

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

LRTP 2050 Goal

Safety
Sustainability
Equity & Quality of Life

Mayor and City Council Strategic Goal 2024-2025

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

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

Previous Council Actions

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

Discussion*Fiscal and Budget Impact*

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

Community Impact

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

Recommendation

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

Next Steps

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

Attachments

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

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. 2024-12-__ R

**A RESOLUTION TO ENDORSE THE
CHAMPAIGN URBANA URBAN AREA TRANSPORTATION STUDY (CUUATS)
LONG RANGE TRANSPORTATION PLAN (LRTP) 2050**

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

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

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

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

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

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

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

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

AYES:

NAYS:

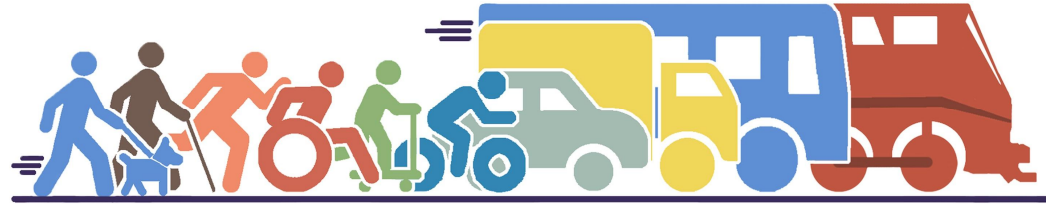
ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

Long Range Transportation Plan LRTP 2050

City of Urbana
November 12, 2024




L RTP 2050 Web Plan

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

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

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

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



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

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

Announcements

Draft LRTP 2050 approved at CUUATS Committee Meetings in September 2024

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

Goals

- 5 LRTP 2050 Goals

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

- Under each goal:

- Goal statement
- Objectives and Performance Measures
- Strategies



C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

Strategies

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

Download: [CSV](#)

Safety Goal

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

Objectives and Performance Measures

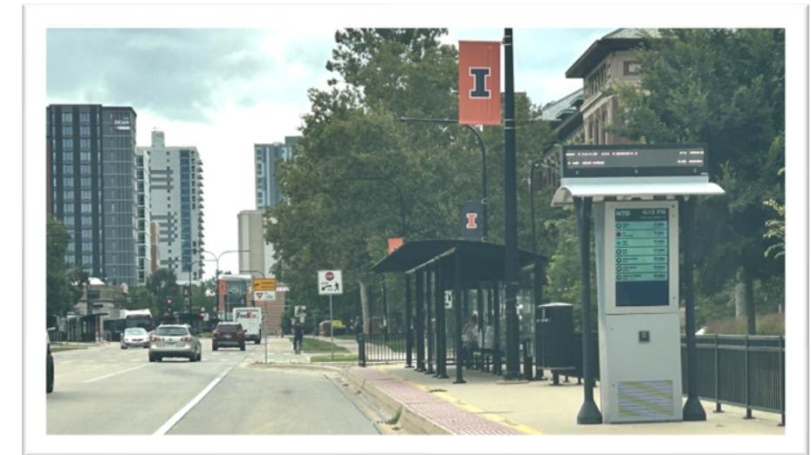
Safety Objectives	Data/Tools	Performance Measures
Reduce five-year rolling average of fatalities by 2 percent (from 8 in 2022 to less than 7 by 2030) in the Champaign-Urbana MPA.	IDOT Crash Data	Total fatalities
Reduce five-year rolling average of fatalities rate (per 100 million DVMT) by 5 percent (from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

City of Urbana Goals


- Strategic Area #3: Infrastructure
 - Strategy: Improve quality of current infrastructure assets.

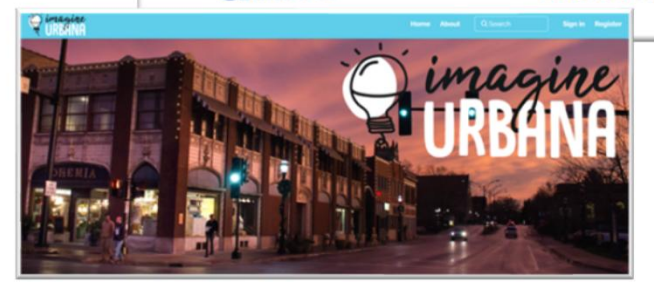
- LRTP related Goals:     

- LRTP related strategies:
 - Research and apply for infrastructure grant opportunities.
 - Continue annual sidewalk inventory and assessment.
 - Provide Complete Street connections to and between downtowns.
 - Promote strategic investment in disadvantaged areas that integrates residents' ideas into planning, development, and construction.



City of Urbana Goals

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



City of Urbana Goals

- Strategic Area #3: Infrastructure

- Strategy: Expand sustainable infrastructure within the community.

- LRTP related Goals:



- LRTP related strategies:

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



City of Urbana Goals

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

- LRTP related Goals:     

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



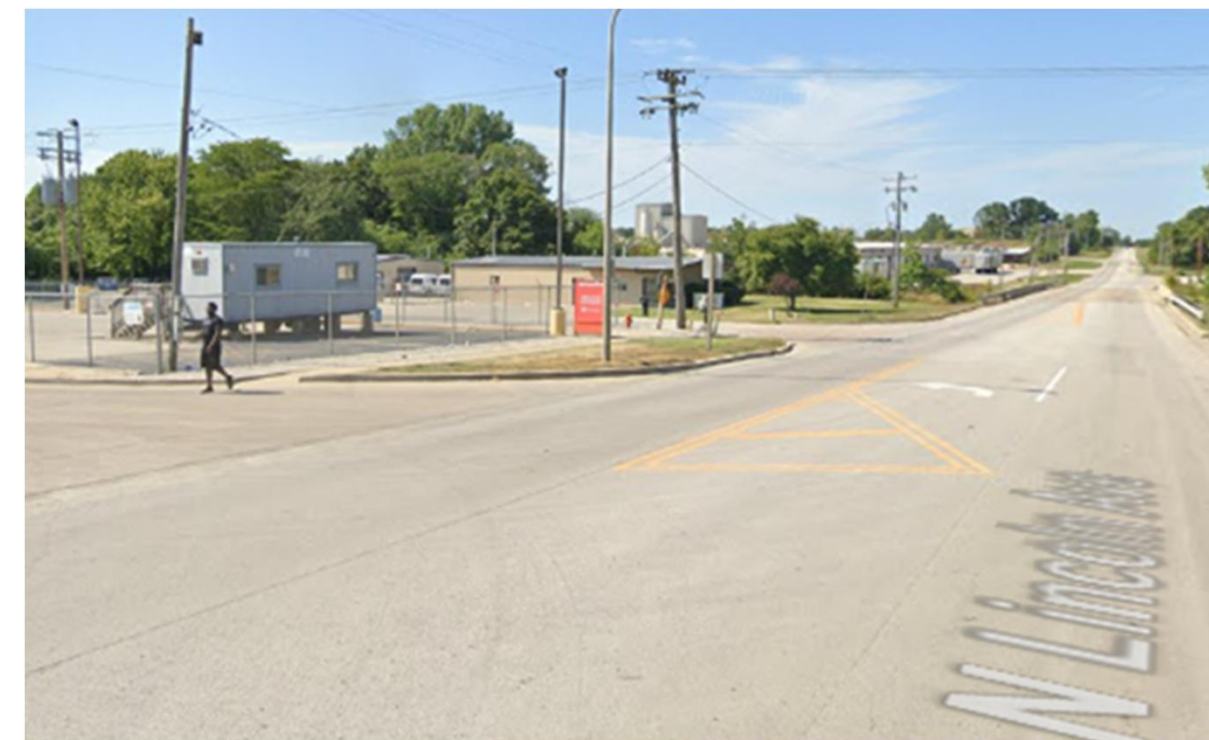
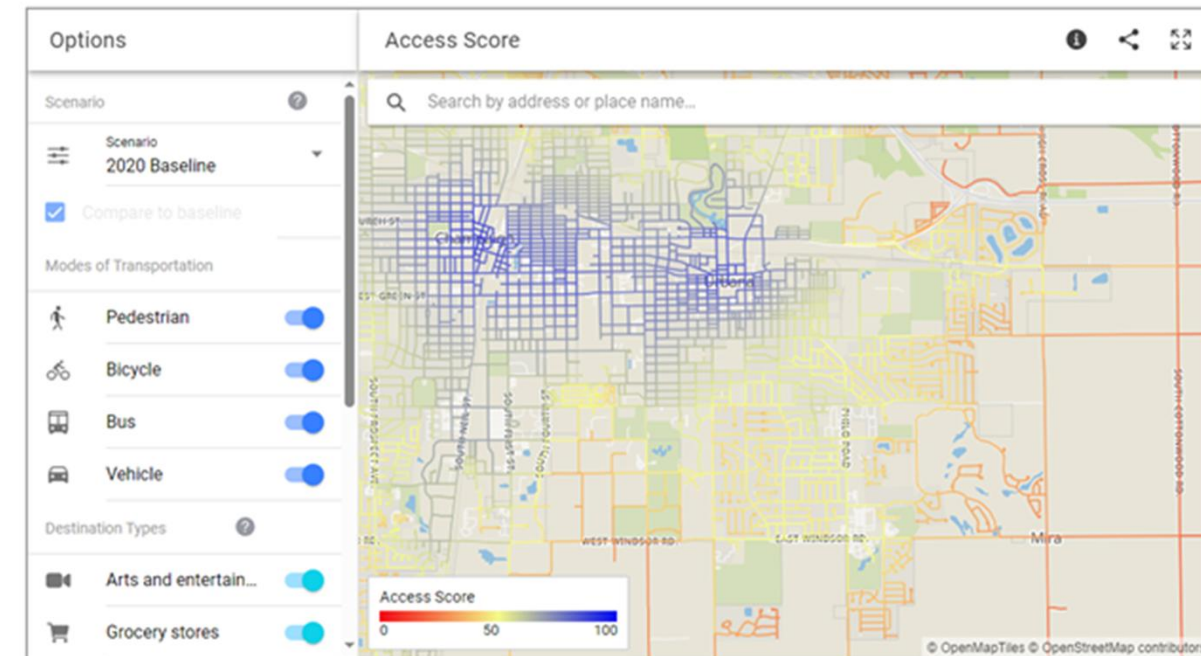
City of Urbana Goals

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

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

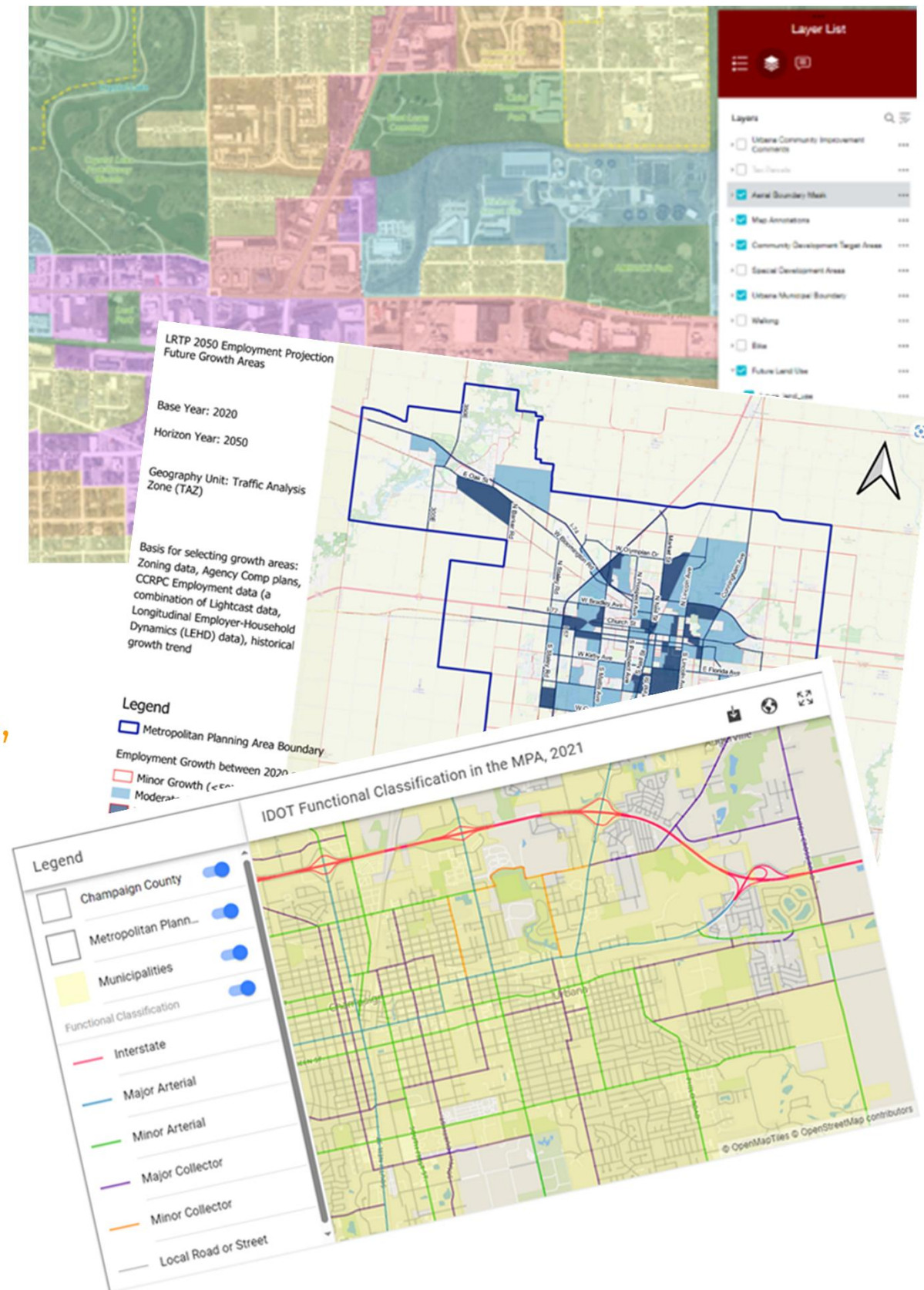
- LRTP related strategies:

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



City of Urbana Goals

- Strategic Area #4: Economic Health
 - Strategy: Recruit new businesses and industries.
- LRTP related Goals:
 - Safety
 - Reliability
 - Sustainability
 - Equity & Quality of Life
 - Connectivity
- LRTP related strategies:
 - Reduce or eliminate minimum parking requirements, or set maximum parking limitations in some locations, such as near transit.
 - Integrate transportation and land use planning to maximize the supply of development that can occur in accessible, multi-modal areas, in conjunction with pricing reforms that favor accessible locations.
 - Provide transit service to areas of new residential, commercial and/or industrial development.



Vision

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

C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

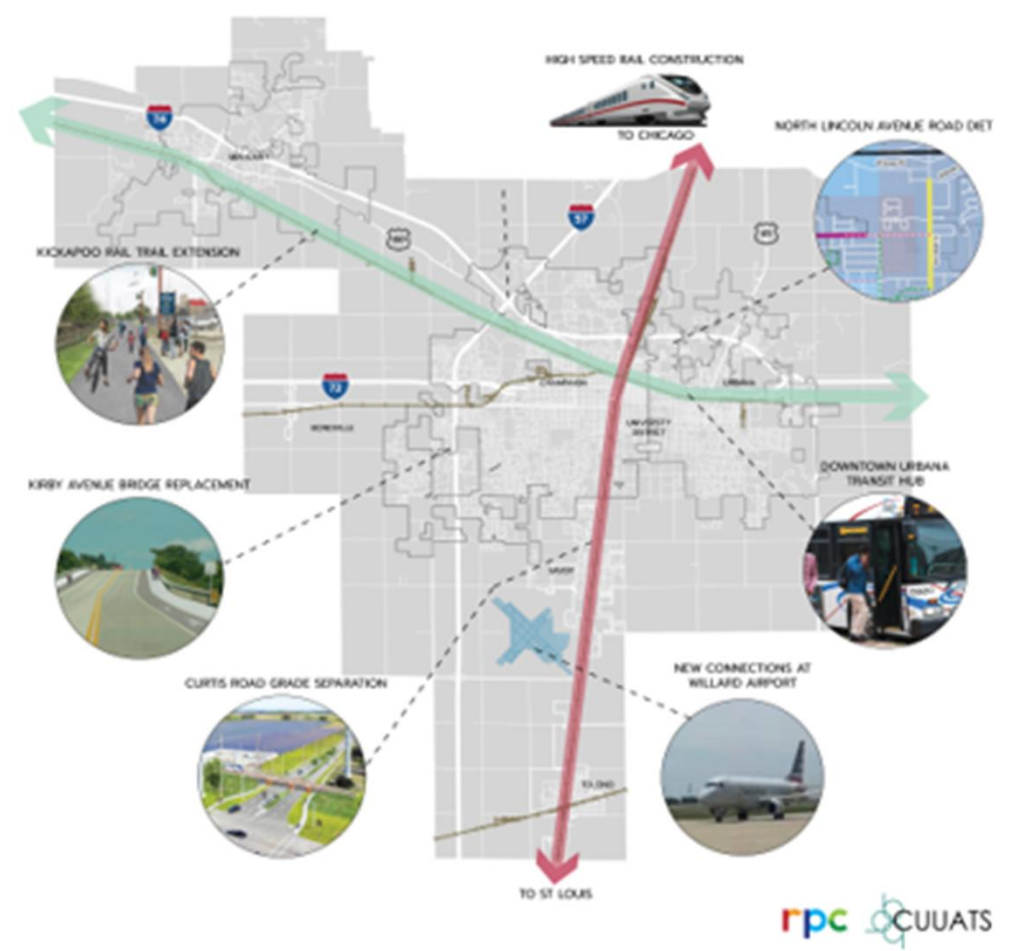
LRTP 2050 VISION

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

LRTP 2050 GOALS

Safety, Reliability, Sustainability, Quality of Life, Connectivity

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



Upcoming projects for City of Urbana

Complete Streets projects:

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

Other agencies with projects impacting Urbana:

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

Bicycle/Pedestrian projects:

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

North Lincoln Avenue

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

- Related Goals:     

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

PROJECT PROFILES

North Lincoln Avenue from Wascher to Killarney Improvements



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

Lead Agency: City of Urbana

Other Agencies: USDOT

TIP Project #: UR-24-07

Timeline:
Construction anticipated in 2027

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

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



Florida Avenue

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

- Related Goals:     

• Related Objectives:

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

Florida Avenue from Wright Street to Hillcrest Drive Improvements



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

Lead Agency: **City of Urbana**

Other Agencies: **USDOT, IDOT**

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

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

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

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



Vine Street

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

- Related Goals:     

• Related Objectives:

- **Safety:** Reduce pedestrian and bicyclist fatalities and injuries.
- **Sustainability:** Increase share of active transportation modes used to commute to work.
- **Connectivity:** Increase total sidewalks scoring above 70 in overall sidewalk compliance by 5% by 2030.

PROJECT PROFILES

Vine Street from Main Street to California Avenue Improvements



Vine Street north of Urbana City Hall facing south (Source: Google Streetview, August 2023)

Lead Agency: **City of Urbana**

Other Agencies: **USDOT**

TIP Project #: **UR-26-06**

Timeline:
Construction anticipated in 2026

Description:
Pavement rehabilitation with potential road diet (4 lanes changed to 3 lanes) and pedestrian improvements.

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

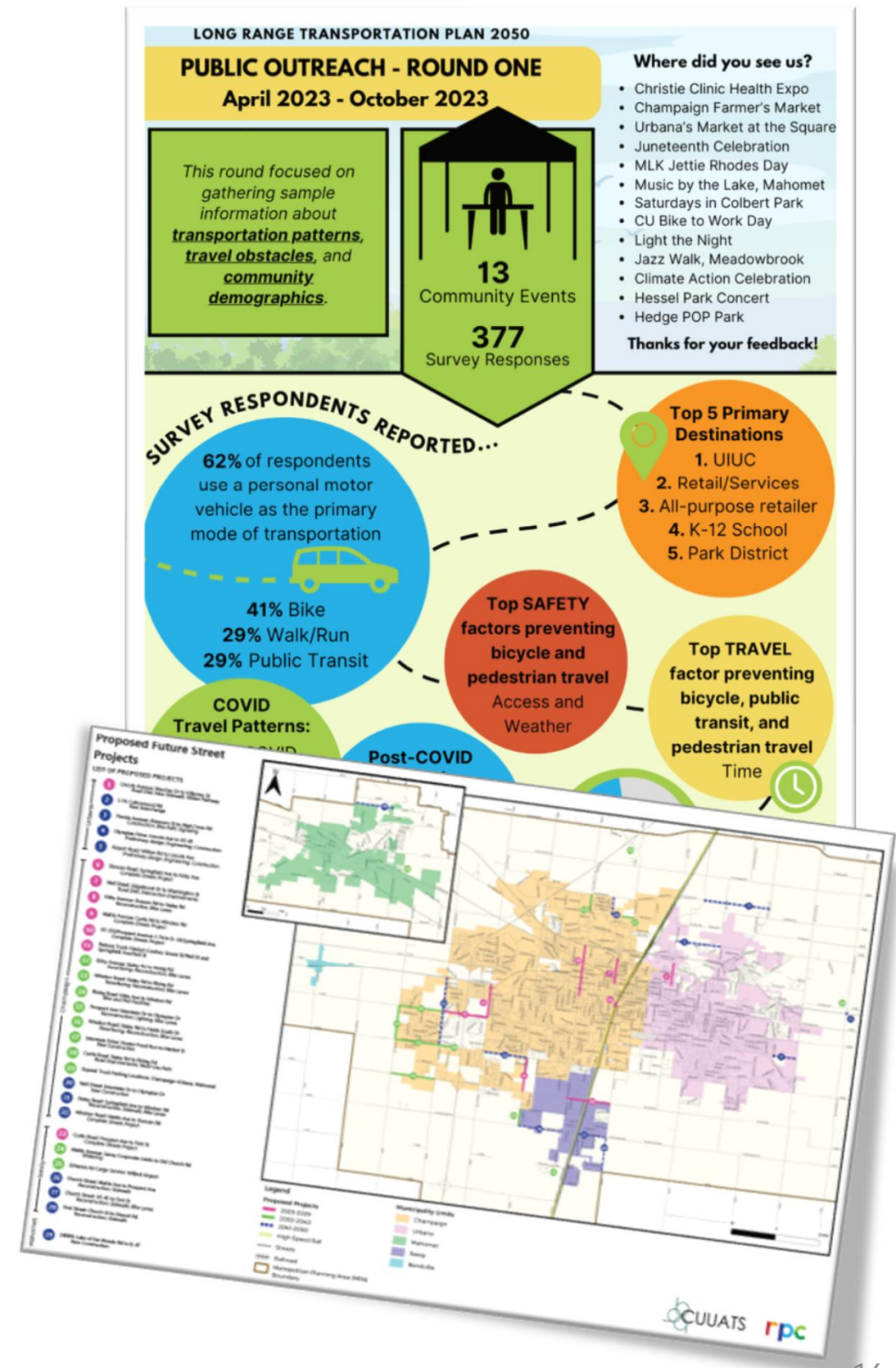


Illustrative Projects

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

Public Outreach

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



City of Urbana Outreach

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

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



Next Steps

C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

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

Thank you!

C-U LONG RANGE TRANSPORTATION PLAN 2050



TRANSPORTING & TRANSFORMING CHAMPAIGN-URBANA

City of Urbana
November 12, 2024





MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: December 2, 2024 Committee of the Whole

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

Summary

Action Requested

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

Brief Background

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

Relationship to City Services and Priorities

Impact on Core Services

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

Strategic Goals & Plans

N/A

Previous Council Actions

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

Discussion

Additional Background Information

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

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

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

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

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

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

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

Operations Impact

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

Fiscal and Budget Impact

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

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

Community Impact

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

Recommendation

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

Next Steps

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

Attachments

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

Originated: Elizabeth Hannan, HR & Finance Director / CFO

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

Approved: Carol Mitten, City Administrator

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

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

3. Food Handling Licenses:

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

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

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

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

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

Section 22-102 – Residential Recycling Tax

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

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

- seventy-five cents (\$8.75) effective January 1, 2028. Beginning January 1, 2029 and on January 1 of each year thereafter, the rates provided in this Section shall be adjusted based on the rate of inflation, determined by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for a twelve (12) month period as of the end of June of the prior calendar year. The rate increase in a single year shall be limited to a maximum of five percent (5%), regardless of the calculated amount. The resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).
- (ii) The monthly recycling tax for each unit in a multifamily dwelling shall be three dollars and fifty cents (\$3.50) effective January 1, 2025; and three dollars and seventy-five cents (\$3.75) effective January 1, 2026. Beginning January 1, 2027 and on January 1 of each year thereafter, the rates provided in this Section shall be adjusted based on the rate of inflation, determined by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for a twelve (12) month period as of the end of June of the prior calendar year. The rate increase in a single year shall be limited to a maximum of five percent (5%), regardless of the calculated amount. The resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).
- (iii) The monthly recycling tax for a dormitory shall be two dollars and seventy-five cents (\$2.75) times the residential capacity of the dormitory effective January 1, 2025; and three dollars and no cents (\$3.00) effective January 1, 2026. Beginning January 1, 2027 and on January 1 of each year thereafter, the rates provided in this Section shall be adjusted based on the rate of inflation, determined by the change in the Consumer Price Index for All Urban Consumers (CPI-U) for a twelve (12) month period as of the end of June of the prior calendar year. The rate increase in a single year shall be limited to a maximum of five percent (5%), regardless of the calculated amount. The resulting rate shall be rounded to the nearest one-tenth of one cent (\$0.001).
- (b) The ultimate legal incidence of and liability for payment of said tax shall be borne jointly and severally by the taxpayer(s). The tax shall be paid in addition to any and all other taxes, rents, or charges.**
- (c) Every dwelling unit in a residential dwelling in the city is presumed to be occupied unless: (1) the certificate of occupancy for the dwelling unit has been revoked or suspended; (2) the dwelling is registered with the city as a vacant structure; or (3) the code official has declared the dwelling unfit for human occupancy.**

ORDINANCE NO. _____

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

WHEREAS, the City of Urbana is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 6. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 7. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect on January 1, 2025, after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

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

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: December 2, 2024 Committee of the Whole

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

Summary

Action Requested

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

Brief Background

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

Relationship to City Services and Priorities

Impact on Core Services

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

Strategic Goals & Plans

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

Previous Council Actions

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

Discussion

Additional Background Information

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

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

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

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

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

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

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

Operations Impact

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

Fiscal and Budget Impact

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

Community Impact

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

Recommendation

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

Next Steps

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

Attachment

An Ordinance Revising the Annual Budget Ordinance

Originated: Don Ho, Senior Financial Analyst / Budget Coordinator

Reviewed: Elizabeth Hannan, HR & Finance Director / CFO

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

(Budget Amendment #4 – Omnibus)

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

WHEREAS, the corporate authorities of the City heretofore did approve the annual budget ordinance of and for the City of Urbana for the fiscal year beginning July 1, 2024 and ending June 30, 2025; and

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the City Council and the Mayor, being the corporate Authorities of the City of Urbana, Illinois, as follows:

Section 1.

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

Section 2.

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

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

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

AYES: _____

NAYS: _____

ABSTENTIONS: _____

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

Budget Amendment 2024/25 - 04 - Exhibit A

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

Social Service Funding Report and Youth Services Grant Annual Report – CD

Overview

- I. Youth Services Grant Annual Report (FY 2024)
- II. Recommendations for use of additional social service funding

I. Youth Services Grant Annual Report

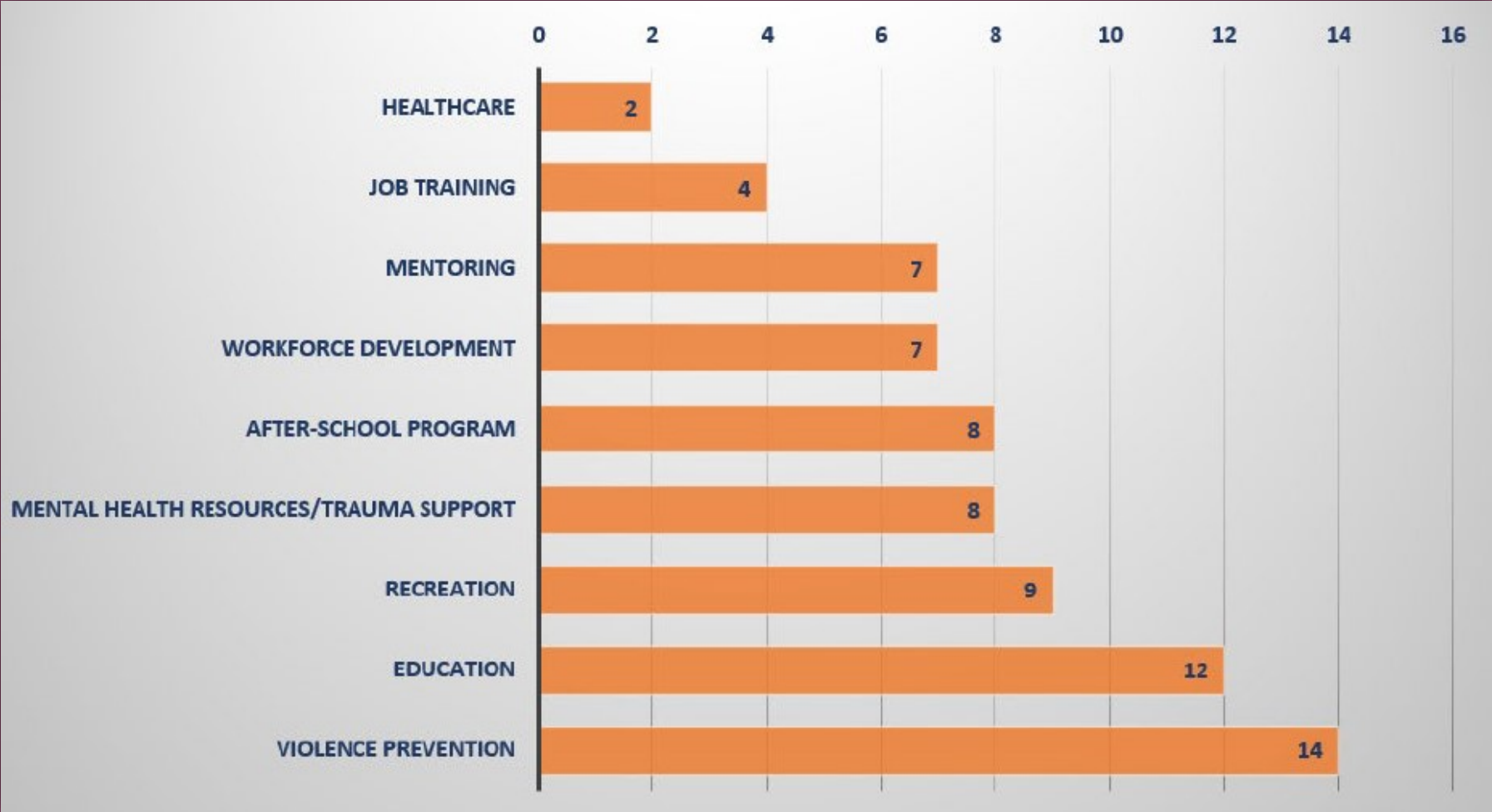
FY 2024 Funding

- Illinois DCEO: \$200,000
- General Fund: \$75,000
- CDBG (HUD): \$25,000

FY 2024 Youth Services Grantees

Agency	Program
Big Brothers Big Sisters	Community-Based Mentoring Program
Business Elevator*	21st Century Readiness
Champaign-Urbana Public Health District	CU Farm to School
Crisis Nursery Safe Children Program	Safe Child Program
DREAAM Opportunity Center	Hope Scholars Mentoring Program
Hip Hop Xpress/STEAM Genius	Urbana Lovin' U Tour
Rape Advocacy, Counseling, & Education Services	Survivor Services - Trauma Therapy
Refugee Center*	Newcomer Immigrant Student Support
Sola Gratia Farm	Agricultural Education Program
Urbana Neighborhood Connections Center	Community Study Center
Urbana Neighborhood Connections Center	Youth Development Program
Urbana Park District	Youth Scholarship Program
Urbana Park District	Pick-up Basketball League
Urbana Park District	FRESH Teen Hangout Zones
Urbana Park District	Outreach Swim Lessons
Well Family Care Programs	Well Kids Learning Hub
Youth Assessment Center- Youth Service (RPC)	Youth Assessment Center

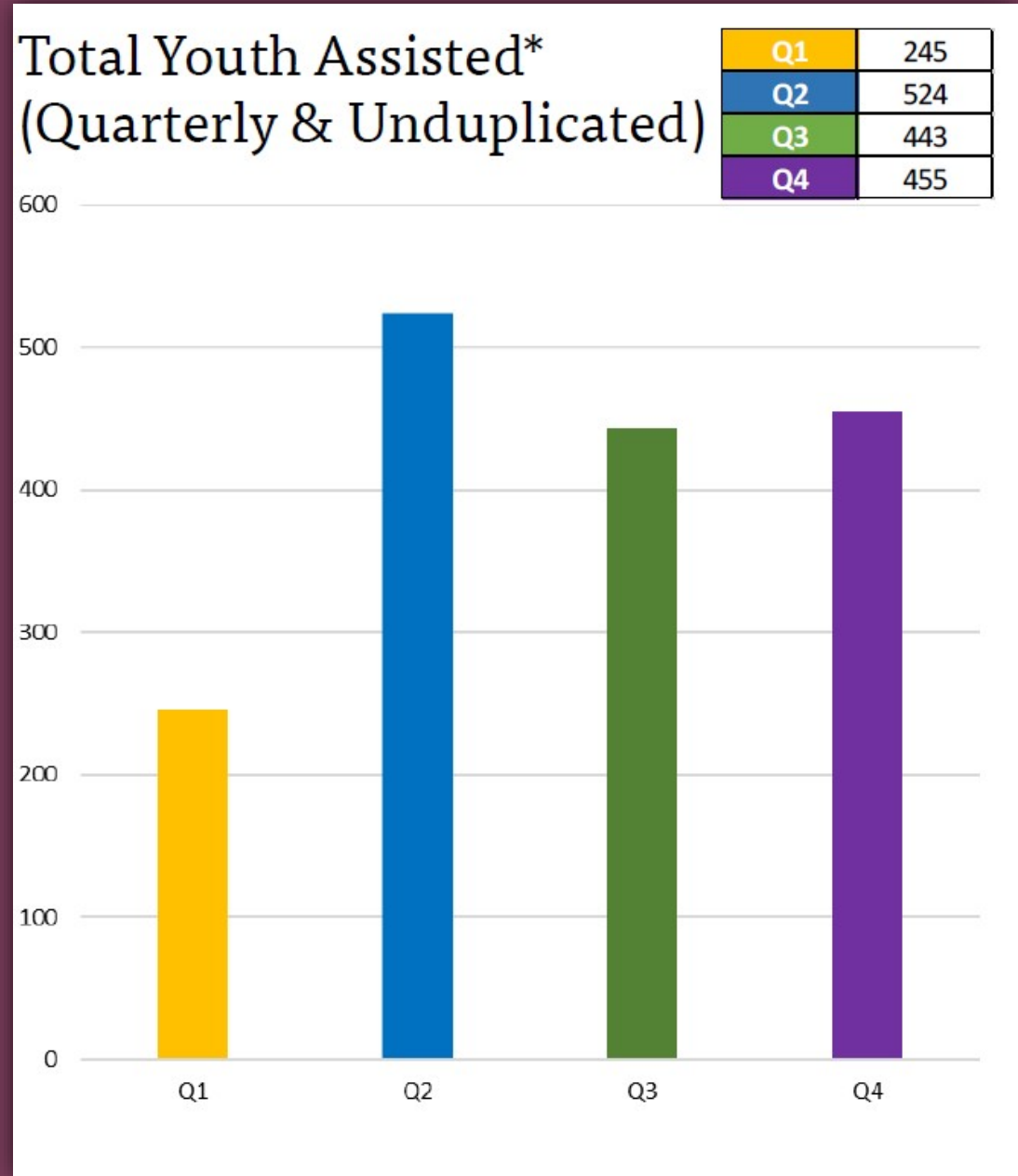
Program Service Category



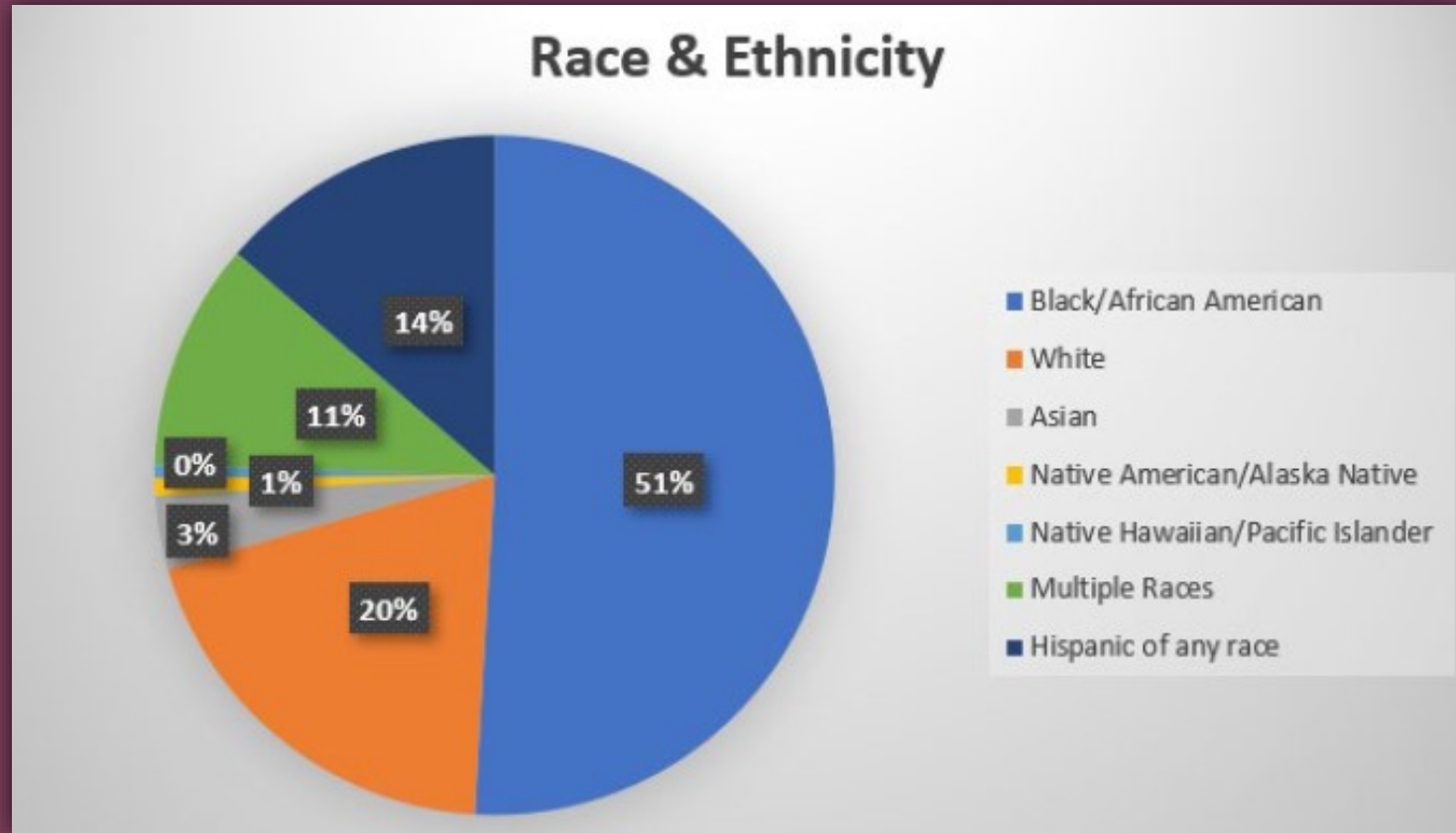
Accomplishments



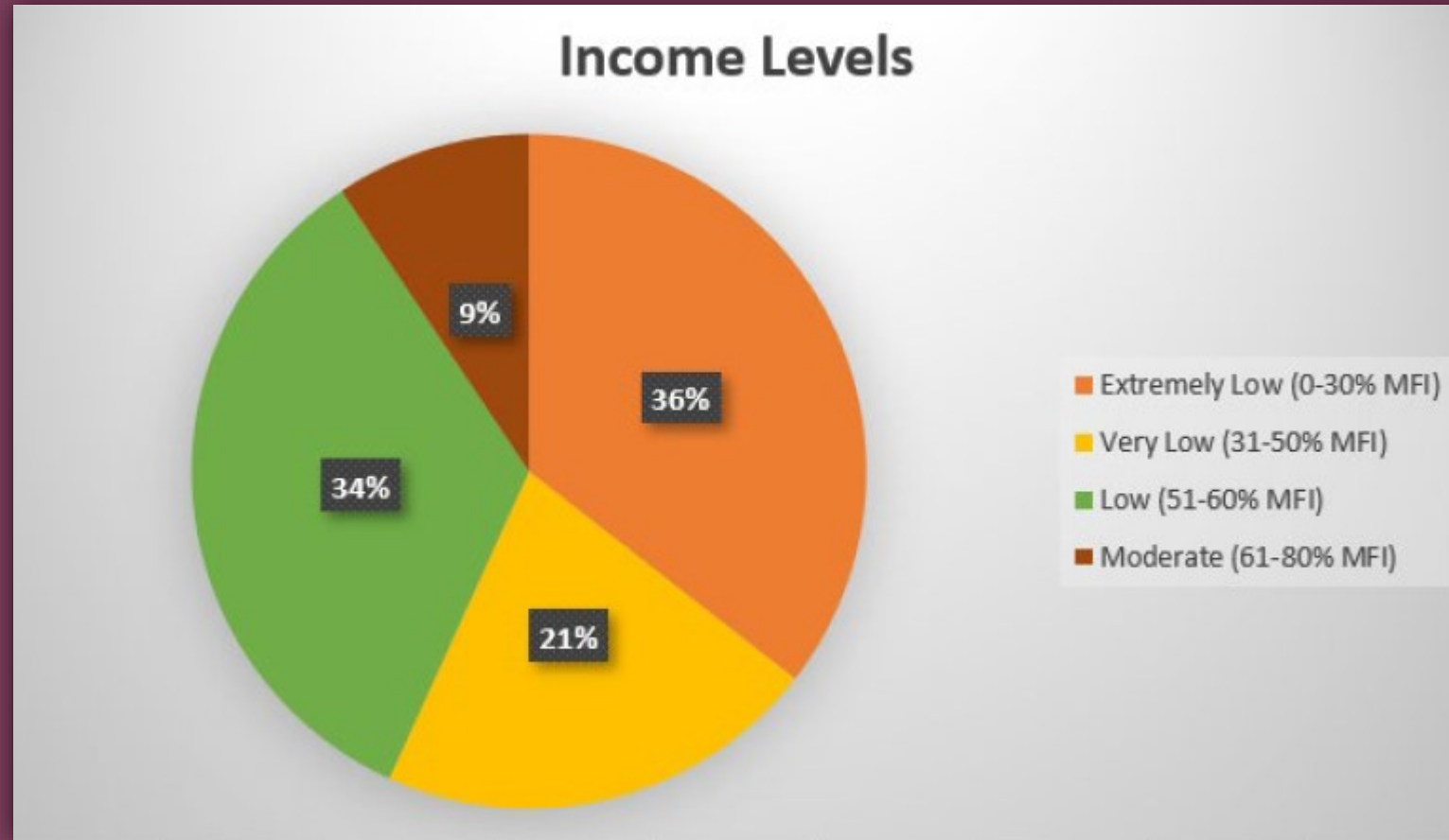
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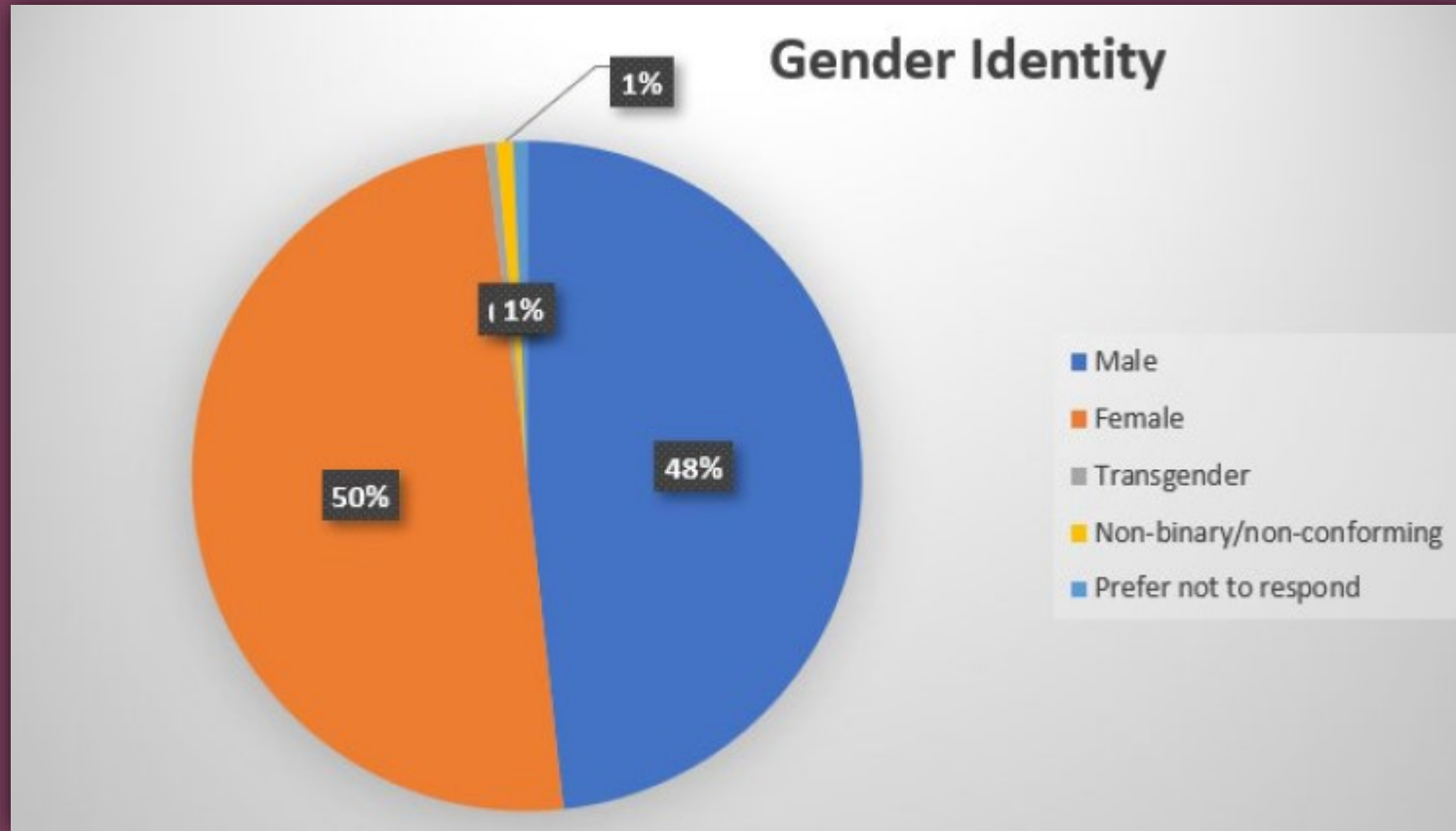
Accomplishments



Accomplishments



Accomplishments



Looking Forward

- We're making a big impact!
- Programs are reaching target populations
- Strengthening data collection
- Setting grantees up for success

II. Recommendation for use of additional social service funding

FY25 Social Service Funding

- In the FY25 budget, Council increased reoccurring social service funding to \$300,000. This funding will support the City's annual Youth Services Grant Program.
- Council provided an additional \$400,000 in one-time funding to address social service needs.
- Council also recommended committing \$300,000 in unspent ARPA funds to social services.

FY25 Social Service Funding

- \$700,000 in one-time funding from ARPA and general fund is currently committed to social services. This does not include the \$300,000 reoccurring for the Youth Services Grant Program.
- What is the most effective way to utilize this one-time funding in a timely manner that is responsive to community needs?

Considerations

- Meet ARPA expenditure deadline and eligibility criteria
- Address community needs
- Staff capacity

Recommendation

- Staff recommends maintaining Youth Services Grant Funding at \$300,000 annually.
- Committing \$700,000 in one-time social service funding to round II of the Housing & Homeless Innovations Grant Program (HHI).

Housing & Homeless Innovations Grant Program (HHI)

- Launched in 2022 using HOME-ARP funds from HUD.
- Provided funding for services and housing/shelter for individuals and families experiencing homelessness.

HHI Grantees

- Cunningham Township
- CU at Home
- Champaign County Healthcare Consumers
- Champaign County RPC
- Housing Authority of Champaign County
- Strides Shelter

Eligible Programs

- Housing navigation
- Supportive services
- Rental assistance
- Transitional housing
- Non-congregate shelter development
- Operating/capacity building support

Community Need

- Recent Point-in-Time (PIT) Counts document an increase in individuals experiencing homelessness in Champaign County
 - 2022: 137 individuals
 - 2023: 215 individuals
 - 2024: 279 individuals

- Service provider consultations report organizations are frequently operating at or near capacity

HHI Round II

- City general funds: \$400,000
- Uncommitted ARPA: \$300,000
- Uncommitted HHI funds: \$500,000
- Total of \$1,200,000 available in HHI Round II

Discussion



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: December 9, 2024, City Council Meeting
Subject: An Ordinance Levying Taxes for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025 and An Ordinance Directing the Champaign County Clerk to Abate the Tax Levy for the General Corporate Fund for the Tax Year Beginning July 1, 2024 and Ending June 30, 2025

Summary

Action Requested

Staff recommends that City Council approve Ordinances setting and abating the property tax levy for 2024 as presented.

Brief Background

The first Ordinance would approve the 2024 property tax levy. The Ordinance abating the levy would direct the County Clerk to adjust the corporate levy to achieve a total tax rate of \$1.3499 to maintain the City's current property tax rate.

Relationship to City Services and Priorities

Impact on Core Services

The City levies taxes for "corporate purposes" (the General Operating Fund), the Library, and Police and Fire pensions. The levies for specific purposes are approved by the City Council when the final tax levy Ordinance is approved.

Strategic Goals & Plans

Property tax revenues may be used to support a variety of City services, including those related to Mayor and City Council goals.

Previous Council Actions

The City Council approved updated Financial Policies related to tax levies for police and fire pensions on June 18, 2018 ([2018-06-023R](#)).

On November 18, 2024 the City Council approved Resolution [2024-11-073R](#), A Resolution Estimating the Tax Levy.

Based upon the amount of the estimated tax levy, the City Council held a public hearing on December 2, 2024.

Discussion

Additional Background Information

Levies for Police and Fire Pension Funds are based on the funding plan approved by the City Council in the City’s Financial Policies. The benefits are dictated by State statute and the current funding policy reflects a balanced approach to covering the City’s long-term pension obligations while avoiding higher costs that could arise from failing to address unfunded liabilities and affect the City’s ability to provide services in the long-term. Pursuant to State law, 8.12% of the total funding requirement will be met by using personal property replacement tax (PPRT) revenues. The total funding requirements and portions from PPRT are detailed below.

	Police Pension Fund	Fire Pension Fund
Funding requirement per policy	\$2,920,206	\$1,447,108
PPRT portion (8.12%)	(\$237,121)	(\$117,505)
Levy amount for 2024	\$2,683,085	\$1,329,603

For the Library, the Mayor recommends a levy of \$4,367,838, which is an increase of about 6.4% over the 2023 tax levy. Property tax revenue is responsible for the vast majority of recurring revenues for the Library General Fund. This increase is needed to allow the Library to maintain current services, based upon the FY2025 budget.

Remaining revenues generated by property taxes would be allocated to the General Operating Fund, where they would be used to pay for basic City services, such as police and fire protection, and public works services. The recommended levy for corporate purposes is \$3,720,170. This is an increase of about 72% from the 2023 tax levy. When the final levy is extended, this component of the levy will be reduced to achieve the desired tax rate of \$1.3499, so the increase will be lower.

Staff has used a preliminary estimate of the EAV based upon the County assessor’s preliminary abstract of assessments, which does not include any reductions that may be made by the Board of Review or any equalization factor applied by the State of Illinois. The estimate is \$896,414,262. This EAV would be an increase of 19.26% from the EAV upon which the extended levy for 2023 was based.

Staff has also prepared an Ordinance authorizing the County Clerk to abate (reduce) the tax levy to maintain the current tax rate based on the final EAV (which is not known when the City Council approves the levy). This Ordinance directs the County Clerk to abate the corporate purpose levy to produce a final tax rate of \$1.3499. This allows the City to maximize property tax revenue at the current tax rate.

Operations Impact

The property tax levy will help maintain a variety of City services, including public safety, public works, and library services.

Policy or Statutory Impacts

The proposed property tax levy is consistent with City Financial Policies and Illinois law.

Fiscal and Budget Impact

The tax levy is expected to result in an increase in revenue available for essential City services. The amount of increase depends upon the total amount of adjustments to assessments made in the review process. This will be factored into the updated financial forecast used to determine the budget strategy for FY2026. The City will be continuing on the path toward fully funding Police and Fire pensions, consistent with the City’s current policy on pension funding.

Community Impact

The property tax levy supports a variety of services on which our residents depend. The Mayor recommends a tax rate for this year’s levy of \$1.3499, which is the current City of Urbana tax rate. While the City’s portion of the total tax levy is only about 12.7% of the total, this is important to try to achieve a tax rate competitive with neighboring communities and can affect property values and economic development opportunities.

At this rate, City property taxes for an owner-occupied home are estimated as follows –

Property Value	City Property Tax at \$1.3499*
\$100,000	\$ 369
\$150,000	\$ 594
\$180,000	\$ 729
\$200,000	\$ 819
\$250,000	\$1,044

*City property tax = EAV (property value / 3), less owner-occupied exemption (\$6,000), divided by \$100, multiplied by tax rate

Recommendation

Staff recommends that City Council approve Ordinances setting and abating the property tax levy for 2024 as presented.

Next Steps

If approved, the City Clerk will file the tax levy and abatement with the County Clerk on or before the last Tuesday in December, as required by Illinois law.

The County Clerk will prepare tax levy extensions for all taxing districts in the spring. Staff will verify the City's calculation prior to approving the extension.

The County Treasurer will prepare and mail tax bills, which are generally due in May and September.

Attachments

1. Ordinance Levying Taxes for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025
2. An Ordinance Directing the Champaign County Clerk to Abate the Tax Levy for the General Corporate Fund for the Tax Year Beginning July 1, 2024 and Ending June 30, 2025

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

Approved: Carol Mitten, City Administrator

ORDINANCE NO. _____

**AN ORDINANCE LEVYING TAXES FOR THE FISCAL YEAR BEGINNING
JULY 1, 2024 AND ENDING JUNE 30, 2025**

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, Section 8-3-1 of the Illinois Municipal Code (65 ILCS 5/8-3-1) provides that the corporate authorities may levy and collect taxes for corporate purposes; and

WHEREAS, on June 24, 2024, the corporate authorities passed Ordinance No. 2024-06-024, adopting the annual budget for the City for the fiscal year beginning July 1, 2024 and ending June 30, 2025; and

WHEREAS, pursuant to Section 8-2-9.4 of the Illinois Municipal Code (65 ILCS 5/8-2-9.4) and Sections 2-113 and 2-132 of the Urbana City Code, such passage of the annual budget by the corporate authorities was in lieu of passage of the annual appropriation ordinance otherwise required by the Illinois Municipal Code; and

WHEREAS, the corporate authorities find that the corporate purposes of the City are served by levying upon all property subject to taxation within the City, as that property is assessed and equalized for state and county purposes for the 2024 tax levy year, the respective amounts set forth in this Ordinance, which such amounts are deemed necessary to defray the related expenses and liabilities for all such corporate purposes of the City as have been appropriated for such purposes in the annual budget; and

WHEREAS, at 7:00 p.m. on Monday, December 2, 2024, the corporate authorities held a public hearing on their intent to adopt a tax levy that is 19.26% more than the prior year’s final aggregate levy extensions, plus any amount abated, in accordance with Section 18-70 of the Truth in

Taxation Law (35 ILCS 200/18-70), after due and proper notice of such public hearing was given by publication in The News-Gazette on Friday, November 22, 2024.

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

Section 1. The total amount of appropriations for all corporate purposes, which are legally made to be collected from the tax levy of the current fiscal year of the City of Urbana, is hereby ascertained to be the sum of \$12,100,696.

Section 2. The sum of \$12,100,696 being the total of budgeted appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the City of Urbana for all corporate purposes of said City, is hereby levied upon all taxable property subject to taxation for the current year.

The specific amounts as levied for the various funds heretofore named are separately included herein by being placed in separate columns under the heading "To Be Raised by Tax Levy" which appears over the same, the tax so levied being for the current fiscal year of the City of Urbana and for the said budgeted appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

	<u>Budget Appropriations</u>	<u>To Be Raised By Tax Levy</u>
<u>GENERAL CORPORATE FUND</u>		
For General Corporate Fund Expenditures		
For Personnel Costs-Fire Operations (Exclusive of Fire Pension costs levied separately)	<u>6,701,187</u>	<u>3,720,170</u>
<u>POLICEMEN'S PENSION FUND</u>		
For State-Mandated Pension Requirements	<u>2,839,106</u>	<u>2,683,085</u>
<u>FIREMEN'S PENSION FUND</u>		
For State-Mandated Pension Requirements	<u>1,466,112</u>	<u>1,329,603</u>

URBANA FREE LIBRARY OPERATING FUND

For Salaries & Benefits	3,613,013	3,137,394
For Materials & Supplies	692,746	601,553
For Contractual Services	<u>724,229</u>	<u>628,891</u>
Total Urbana Free Library Operating Fund	<u>5,029,988</u>	<u>4,367,838</u>
 <u>TOTAL LEVY</u>		 <u>\$12,100,696</u>

Section 3. This Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code, except that any tax rate limitation or other substantive limitations as to tax levies in the Illinois Municipal Code in conflict with this Ordinance shall not be applicable to this Ordinance pursuant to Article VII, Section 6, of the Illinois Constitution, 1970.

Section 4. There is hereby certified to the County Clerk of Champaign County, Illinois, the several sums aforesaid, \$12,100,696, constituting said total amount the City of Urbana requires to be raised by taxation for the current fiscal year of the City.

Section 5. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 6. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after its passage. The City Clerk is directed to file a certified copy of this Ordinance with the Champaign County Clerk on or before the last Tuesday in December.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the corporate authorities (5 of 8 votes) of the City of Urbana, Illinois, at a meeting of 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

ORDINANCE NO. _____

AN ORDINANCE DIRECTING THE CHAMPAIGN COUNTY CLERK TO ABATE THE TAX LEVY FOR THE GENERAL CORPORATE FUND FOR THE TAX YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

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 corporate authorities of the City approved Ordinance No. _____ on December 9, 2024, determining that the total tax levy for the City for the tax year beginning July 1, 2024 and ending June 30, 2025, is in the amount of \$12,100,696; and

WHEREAS, the corporate authorities, after due consideration, find that abating the General Corporate Fund tax levy for the City for the tax year beginning July 1, 2024 and ending June 30, 2025, as provided herein, 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, the corporate authorities have determined that an appropriate total tax levy rate for the City of Urbana is \$1.3499.

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

Section 1.

The Champaign County Clerk is hereby requested and directed to abate the General Corporate Fund levy established pursuant to Ordinance No. _____ in an amount necessary to produce a tax levy rate of \$1.3499 for the City of Urbana for the tax year beginning July 1, 2024 and ending June 30, 2025.

Section 2.

The Human Resources & Finance Director, or designee, be and hereby is authorized to perform all acts necessary on behalf of the City of Urbana to implement this Ordinance.

Section 3.

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 a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5.

This Ordinance shall be in full force and effect from and after its passage. The City Clerk is directed to file a certified copy of this Ordinance, completed as provided for in Section 2, with the Champaign County Clerk on or before the last Tuesday in December.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the corporate authorities (5 of 8 votes) of the City of Urbana, Illinois, at a meeting of 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