



DATE: Monday, October 07, 2024
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: Shirese Hursey, Ward 3

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. 09-16-2024 City Council Minutes
2. 09-23-2024 Committee of the Whole Minutes

C. Additions to the Agenda

D. Presentations and Public Input

1. MTD Annexation Overview – MTD

E. Staff Report

1. ARPA Program Updates – RPC

F. Old Business

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

G. New Business

1. **Ordinance No. 2024-10-032:** An Ordinance Approving a Major Variance (Farmhouse Floor Area at 809 West Pennsylvania Avenue / Case No. ZBA-2024-MAJ-01) – CD
2. **Resolution No. 2024-10-069R:** A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P –Package Designation for Vishna Niya Urbana INC D/B/A Black Fox Convenient & Liquor, 602 North Cunningham Ave, Urbana, Ill. – Exec
3. **Resolution No. 2024-10-070R:** A Resolution Adopting Open Meeting Procedures for the Alternative Response Task Force – Exec

H. Council Input and Communications

I. Adjournment

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

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 ARPA Annual Report

JD McClanahan – Planner II
October 2024



Outline

- Overview
- Project Summaries
- Takeaways

Overview

History

- American Rescue Plan Act (ARPA) passed in March 2021
- \$12.97 million allocated to City of Urbana
 - \$2.5 million designated as Revenue Replacement
 - \$415,000 for administration – contracted with RPC
 - \$10 million available for application process
- Concept Plan adopted by council in Summer 2022
- Applications accepted in Fall 2022
- 25 projects received funding allocations in Spring 2023

Overall Status

- Spending
 - Funds Allocated - \$9,949,343
 - Real Spending To Date - \$5,888,718
 - Percent of Total Funds Spent - 60.40%
 - Scheduled Spending To Date - \$6,091,252
 - Percent of Scheduled Funds Spent - 96.67%
- Project Status
 - Active Projects – 19
 - Complete Projects - 5
 - Discontinued Projects - 1
 - Median Project Status - 50-74% Complete
- Results
 - Households Served (Including Duplicates Across Quarters)- 3,970
 - Businesses Served – 7
 - Funds spent per household served - \$1,483
 - Cost per household will continuously decrease in the coming years, as upfront capital investments serve more people and programs get fully underway

Investments by Funding Priority

Urbana ARPA Funding Priority	Number of Projects	Sum of Total Allocation	Sum of Scheduled Spending To Date	Sum of Real Spending To Date	Sum of Number of Households Served	Sum of Number of Businesses Served	Spending to date per household
1. Improve accessibility of public recreation space and youth programming.	8	\$3,816,305	\$2,818,154	\$3,201,464	953	1	\$3,359
2. Increase support for community violence interventions.	6	\$3,546,909	\$2,794,576	\$3,174,052	1,003	0	\$3,165
3. Reduce housing costs for those that need it most.	8	\$3,883,838	\$2,620,518	\$1,981,688	915	0	\$2,166
4. Increase availability and affordability of mental health services.	5	\$2,339,200	\$1,827,313	\$1,672,516	1,547	0	\$105
5. Increase availability and affordability of food.	5	\$749,000	\$396,489	\$370,488	2,376	0	\$156
6. Increase job training and placement opportunities.	3	\$1,243,575	\$977,075	\$933,622	90	0	\$10,374
7. Provide relief and support for local businesses.	1	\$250,000	\$45,700	\$3,768	0	6	\$628
8. Invest in infrastructure to increase community health, safety, and future resilience.	6	\$5,885,375	\$3,877,579	\$4,332,828	180	0	\$24,071

Project Summaries

Project Summary Format

- **Summary**

- Urbana ARPA Goal
- Project Description

- **Status**

- Funding Spent
- Funding Allocated
- Project Status
- Percent of Scheduled Expenses

- **Current Impact**

- Impact Summary (Goals and Objectives)
- Addressing Funding Goals
- Addressing Unmet Needs

- **Future Impact**

- Long-Term Impacts
- Lessons Learned
- Continuity Plan

Project List

1. **Eastern Illinois Foodbank** - Electric Cargo Vans & Charging Station
2. **Sola Gratia Farm** - Community Farm Expansion
3. **Urbana SD 116** - Urbana School District Alternative Education
4. **University YMCA (New American Welcome Center)** - COVID-19 Recovery for Immigrant Communities
5. **Cunningham Township Supervisor's Office** - Bridge to Home
6. **The Well Experience** - Well Family Care Program
7. **Red Herring Vegetarian Restaurant** - Handmade Harvest
8. **Urbana Park District** - Urbana Park District Health & Wellness Center
9. **City of Champaign Township** - Strides Low Barrier Shelter
10. **Urbana-Champaign Independent Media Center** - ACCESS IMC
11. **City of Urbana** - Urbana Roof Repair & Replacement Program
12. **Housing Authority of Champaign County, YouthBuild** - YouthBuild: Bridging the Gap
13. **Habitat for Humanity of Champaign County** - First-time home ownership counseling
14. **Champaign County Environmental Stewards** - Household Hazardous Waste Collection Facility
15. **Carle Foundation Hospital** - Hope Village
16. **City of Urbana** - Sanitary Sewer Lateral Lining Pilot Program
17. **City of Urbana, Illinois; USD 116** - Student, Family, Community Engagement Sponsorship
18. **FirstFollowers** - Urbana Community Peace Hub
19. **Common Ground Food Co-op** - Food For All Food Accessibility Program
20. **Justine Petersen** - Urbana Small Business Microloan Fund
21. **Urbana Neighborhood Connections Center** - Operation UNCC Boost
22. **Champaign County Health Care Consumers** - Special Populations Outreach and Enrollment
23. **Housing Authority of Champaign County** - Steer Place Renovation Project
24. **The Urbana Free Library** - Community Connections Youth Programming Specialist
25. **Housing Authority of Champaign County** - Affordable Housing - Single Room Occupancy Project

Eastern Illinois Foodbank

Electric Cargo Vans and Charging Station

Eastern Illinois Foodbank - Summary

- Urbana ARPA Goal
 - Increase availability and affordability of food.
- Project Summary
 - Eastern Illinois Foodbank (EIF) acquires and distributes 8 million pounds of food each year in 18 counties through its network of 160 partner agencies such as food pantries, soup kitchens and shelters. In the past 4 decades, EIF has grown into a dynamic organization serving more than 118,000 individuals last year alone, 25,000 of which were Urbana residents.
 - In recent months, EIF has experienced a 30% increase in the number of people seeking charitable food assistance. *Funding from this grant would allow EIF to add one electric cargo van to its fleet of vehicles, and an on-site EV charger, increasing both efficiency and sustainability.*



Eastern Illinois Foodbank - Status

- Funding Spent
 - \$79,000
- Funding Allocated
 - \$79,000
- Project Status
 - Complete
- Percent of Scheduled Expenses
 - 100%



Eastern Illinois Foodbank – Current Impact

- Impact Summary
 - Purchase of van and charging station
 - 72 senior food deliveries
 - 108 food donation pickups (15,708 lbs)
- Addressing Funding Goals
 - Increase the availability of food for our community through expanding pickup and delivery capacity
- Addressing Unmet Needs
 - Did not otherwise have a vehicle efficient enough to support the described activities or the funding to purchase



Eastern Illinois Foodbank - Future Impact

- Long-Term Impacts
 - Acquired an asset that significantly enhances the Foodbank's flexibility in acquiring and distributing food to local neighborhoods.
 - Improving our ability to serve neighbors in historically underserved communities and pick up food from previously inaccessible locations.
- Lessons Learned
 - Pursuing innovative solutions to overcome obstacles
 - Recognizing that sustainable methods for distributing and acquiring food are essential to the long-term success of the Foodbank.
- Continuity Plan
 - All ARPA funds expended
 - The van has been integrated into distribution and food sourcing operations and will continue to seek additional ways to utilize it to serve our neighbors.

Sola Gratia Farm

Community Farm Expansion

Sola Gratia Farm - Summary

- ARPA Project Goal
 - Increase availability and affordability of food.
- Project Summary
 - In order to continue to serve and respond to our community's fresh food needs and participate effectively and efficiently in innovative community partnerships, Sola Gratia Farm will invest in the next iteration of its community farm. All 15 acres of current farmland are leased, with five acres at Mumford/Philo recently sold to the City of Urbana and another 6 acres at Colorado/Philo to be developed at some point. Sola Gratia has secured funds and contracted to purchase 29 acres of adjacent land and began development in mid-2022. Investment in this farm expansion will allow the farm to be sustainable for at least another 20 years.
 - Sola Gratia Farm ARPA funds will cover project infrastructure expenses. Funds secured to date are sufficient to purchase the land, install a well, prepare the site for access, parking, and utilities and construction of a storage building for farm equipment and supplies. These investments allow Sola Gratia to start production on the new land in 2023. ***Securing the remainder of the project funds will allow Sola Gratia to complete construction and furnishing of a new wash/pack facility and office building, install a greenhouse and high tunnel, invest in perennial plantings, and redevelop the original four acres to an educational/demonstration farm.*** Sustainability is a primary goal of this project and will allow expanded service to our food-insecure neighbors. Sola Gratia infrastructure funding is a one-time request, rather than on-going operational funding. Investment in the expanded blueprint of the farm will allow for strategic expansion and continuation for at least another 20 years of a proven business, service and organizational model.

Sola Gratia Farm - Status

- Funding Spent
 - \$150,000
- Funding Allocated
 - \$150,000
- Project Status
 - 50-74% Complete
- Percent of Scheduled Expenses
 - 100%

Sola Gratia Farm – Current Impact

- Impact Summary

- Funds from the City of Urbana through the ARPA program have supported:
 - Architectural and engineering services from Farnsworth Group for our Master Plan, Site Design, Initial Phases (driveway and electrical), Foundation and Building Shell
 - Site preparation activities including tree removal, earth moving, grading and gravel placement for our temporary driveway
 - Development of the building fill and foundation and construction of the building shell
 - Permitting and utilities establishment including our IEPA stormwater discharge permit, extension of our water main with Illinois American Water and extension of the sewer main with Urbana Champaign Sanitary District

Sola Gratia Farm – Current Impact

- Addressing Funding Goals
 - Development of infrastructure allows for
 - Increased availability and affordability of fresh food in our community
 - Increased job training for both food production and processing
 - Investing in infrastructure that will increase community health and resiliency through both direct food service as well as outreach and education.
- Addressing Unmet Needs
 - ARPA funds have been essential in moving forward in development of the farm in a timely manner, allowing for focus on food production and distribution rather than additional fundraising.

Sola Gratia Farm - Future Impact

- Long-Term Impacts
 - Farm will be able to serve our community for decades to come.
 - Have been able to invest in a scope and level that allows expanded production, processing, distribution, training, outreach and education to meet growing needs of community.
- Lessons Learned
 - Hiring of professional architectural, engineering, and general contractor services has made the project possible, timely and relatively smooth.
- Continuity Plan
 - Have expended all of the ARPA funds
 - Interior fit out of the construction project yet to complete.
 - Received some additional donations and grants and recently were approved for a substantial loan to complete the project.
 - The building should be complete by early October.

Urbana School District #116

Urbana School District Alternative Education

USD116 Alternative Education - Summary

- ARPA Project Goal
 - Improve accessibility of public recreation space and youth programming
 - Increase support for community violence interventions
 - Increase availability and affordability of mental health services
 - Increase job training and placement opportunities
 - Invest in infrastructure to increase community health, safety, and future resilience.
- Project Summary
 - Urbana School District is developing a restorative, therapeutic program alternative focusing on the whole child through an equity-centered wrap-around, social-emotional, trauma-informed service delivery model. *ARPA funds will be designated for building renovations, repairs, and technology improvements to refurbish the alternative learning spaces.*



USD116 Alternative Education - Status

- Funding Spent
 - \$591,003
- Funding Allocated
 - \$814,375
- Project Status
 - 50-74% Complete
- Percent of Scheduled Expenses
 - 97%



USD116 Alternative Education – Current Impact

- Impact Summary (Objectives and Outcomes)
 - 34 daytime participants, 56 after-school participants
 - 3 students graduated high school and completed 100% of their program goals
 - No incidents of violence during program hours resulting in injuries
 - Two students (2%) were involved in the juvenile justice system during the course of the grant period
 - 64% of high school students attending Tiger Academy improved their overall GPA
 - 12 referrals to the National Youth Advocate Program
 - After school students have service learning opportunities one day per week
 - Over 100 total hours of service learning
 - 16 after school students recognized at Mayoral Recognition Ceremony in May



USD116 Alternative Education – Current Impact

- Addressing Funding Goals
 - Increased youth programming and community violence interventions
 - Student anti-violence mentoring
 - Safe after school programming of at-risk youth
 - Fostering college and career readiness
- Addressing Unmet Needs
 - Low staff-to-student ratio and class size, which enable the student benefit of this program, only possible with the help of Urbana ARPA funds



USD116 Alternative Education - Future Impact

- Long-Term Impacts
 - Investment in staff professional development and learning best practices
 - Investment in building renovation for long-term use
- Lessons Learned
 - Although they do well in Tiger Academy, difficulties transitioning students back to traditional school
 - Developing strategies for continuing support on home campus
 - Struggles with attendance, especially following community or home issues
 - Developing incentivized and supportive plans to improve attendance
- Continuity Plan
 - Continuing program with ARPA funds for the next year, collaborating with community partners for strategies to support students



University YMCA - New American Welcome Center

COVID-19 Recovery for Immigrant Communities

NAWC - Summary

- ARPA Project Goal
 - Reduce housing costs for those that need it most.
- Project Summary
 - COVID-19 Recovery for Immigrant Communities will provide *direct financial assistance for low-income residents in need of rental and utility assistance* while continuing to build New American Welcome Center's (NAWC) capacity to increase access to affordable housing in collaboration with community partners. This ARPA funding will meaningfully reduce housing cost burden, residential instability, and forced moves *for Urbana's foreign-born residents* (18.3% of population).
 - Funds will be jointly administered by the University of Illinois's New American Welcome Center and The Refugee Center. Both agencies are designated Illinois Welcoming Centers and have successful records of managing government and philanthropic funding at the local, state, and federal levels.

NAWC - Status

- Funding Spent
 - \$131,881.05
- Funding Allocated
 - \$450,000
- Project Status
 - 25 - 49% Complete
- Percent of Scheduled Expenses
 - 88%

NAWC – Current Impact

- Impact Summary (Objectives and Outcomes)
 - 250+ eligibility screenings
 - Additional 150 clients referred to other programs
 - 63 clients served
 - All low-income, foreign-born, and limited English proficiency
 - All provide wraparound services and connected with additional resources (legal assistance, food assistance, referrals to other programs as needed)
 - 21 single parent households
- Addressing Funding Goals
 - Provide housing cost support to over 60 households, addressing gaps in traditional assistance programs, and building a network with community partners to build long-term housing stability
- Addressing Unmet Needs
 - Addressing difficulty for immigrants in accessing existing state social support systems
 - Reaching hardest-hit households in the pandemic
 - Building institutional trust within immigrant communities

NAWC - Future Impact

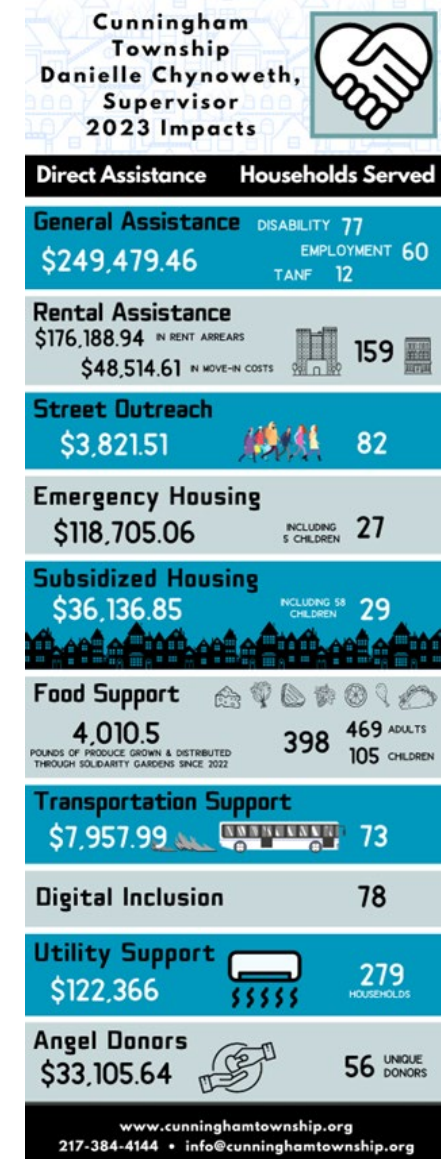
- Long-Term Impacts
 - Allowed for capacity building within NAWC and TRC
 - Building culturally and linguistically-specific case management services
 - Strengthening connections with other organizations
 - Distributed \$95,000 in housing assistance to keep residents in their homes
- Lessons Learned
 - Improved client intake and processing workflows amidst high demand and project particulars
 - Learned how to handle multiple funding streams with different requirements
 - Improved screening and referral process – avoided leading unqualified applicants on, and sent them to programs they qualified for
- Continuity Plan
 - Operate using Urbana ARPA funds for two more years – evenly spending funds across grant period
 - As 2026 project close nears, both agencies will evaluate the needs of local immigrant communities and seek to balance funding streams to accommodate them

Cunningham Township Supervisor's Office

Bridge to Home

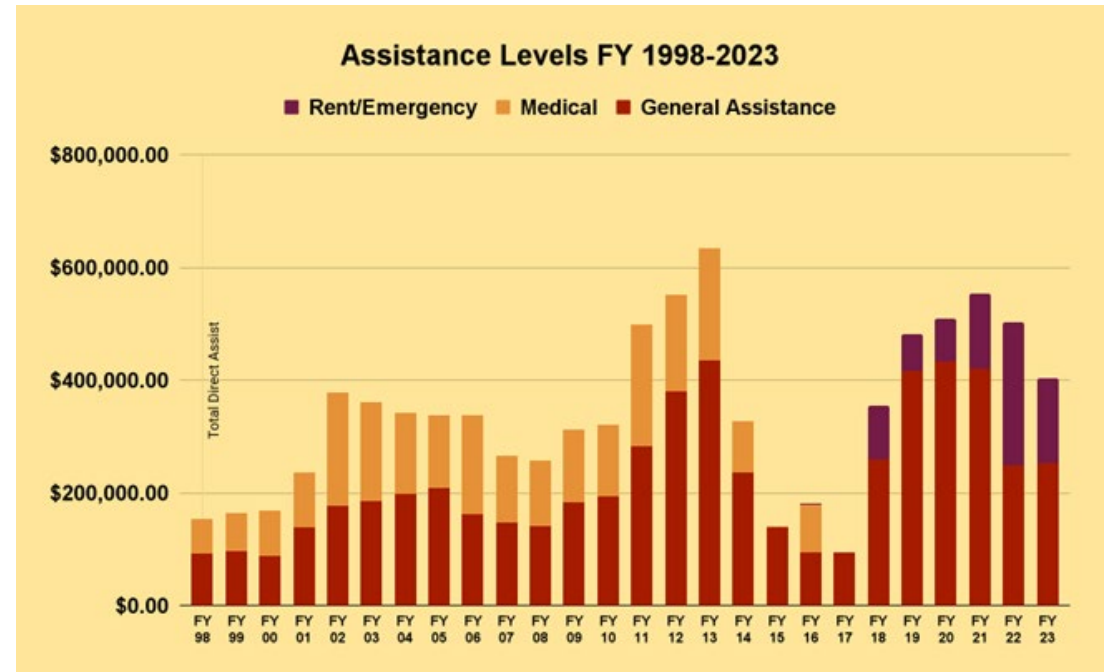
CTSO - Summary

- ARPA Project Goal
 - Reduce housing costs for those that need it most.
- Project Summary
 - Bridge to Home meets the council goal of reducing housing costs for those that need it most by providing *a continuum of housing and services for local residents experiencing homelessness* and housing insecurity so they may access and maintain permanent housing.
 - Bridge to Home threads together Street and School Outreach, Emergency Housing, Rapid Rehousing/Rental assistance, while providing Supportive Case Management throughout from literal homelessness to stabilization in permanent housing.



CTSO - Status

- Funding Spent
 - \$321,187.01
- Funding Allocated
 - \$658,838
- Project Status
 - 50-74% Complete
- Percent of Scheduled Expenses
 - 99%



CTSO – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Improvements to Emergency Housing Units
 - 360° security cameras, new boiler/water heaters & HVAC systems, insulation installation, carbon monoxide detectors, and more
 - Also covered utility costs.
 - These units were used to house 43 households
 - Rental Assistance to 151 households
 - 133 arrears
 - 18 move-in
- Addressing Funding Goals
 - Reducing housing costs for those that need it most through providing safe and quality emergency housing, and providing funding to stay in or get settled in rental housing
- Addressing Unmet Needs
 - Rental Assistance program costs have increased significantly post-2020, ARPA funds have allowed office to meet increased need and consider individual households circumstances (ie single-month, multi-month, or move-in assistance)
 - Emergency units provide a place for high-need households to gain stability, building improvements at these units improved safety and unit quality to improve this stability process, as well as cost efficiency long-term

CTSO - Future Impact

- Long-Term Impacts
 - Emergency shelter investments improve efficiency, safety, and durability long-term
 - Housing stability interventions prevent lasting impacts of homelessness
 - Funds have assisted in approaching goal of functional zero homelessness
- Lessons Learned
 - Demand for assistance has increased significantly, CTSO has recognized lasting impact of pandemic and sought increased recurring funding from the state
 - In response to increased physical and mental health issues in clients, have increased front-line staff hiring, provided training on trauma-informed care, and increased partnerships with healthcare providers
- Continuity Plan
 - Has received continuation of funds for emergency and transitional housing
 - Is applying for rental funds through IDHS
 - Will continue state and federal funding applications while using grant, tax levy, and donated funds for programming

The Well Experience

Well Family Care Program

The Well Experience - Summary

- ARPA Project Goal
 - Improve accessibility of public recreation space and youth programming
 - Increase support for community violence interventions
 - Increase availability and affordability of mental health services.
- Project Summary
 - Through the Well Family Care Program, families are *provided holistic support that considers their family's physical and mental health*. ARPA funding will allow The Well Experience (TWE) to:
 - Hire additional mental health professionals to increase crisis management services and wraparound support for families.
 - Enhance crisis management supports and services, to allow The Well Experience to enhance services and support to those in a crisis that impact the well-being of youth and families.
 - Enhance the quality of programming provided in the after-school and summer program t.
 - Increase the number of families receiving financial assistance to prevent homelessness, support utilities, provide transportation assistance, assist with food insecurities, and provide assistance with household needs.
 - Continue providing career development, financial literacy, and workforce readiness to families to help in building sustainability.
 - Enhance support for young mothers through the Moms Grow program, where mothers receive support with and for young children while learning skills to build a better life. This program includes home visiting support, transportation assistance for doctor's appointments, assistance with food, diapers, and other support as it relates to increasing the health of the mother and child.

The Well Experience - Status

- Funding Spent
 - \$140,056.64
- Funding Allocated
 - \$160,000
- Project Status
 - 75-99% Complete
- Percent of Scheduled Expenses
 - 88%



The Well Experience – Current Impact

- Impact Summary (Objectives and Outcomes)
 - 913 households served across five quarters (including duplicates across quarters)
 - 50 youth received homeless prevention funds and services
 - Youth participating in programming (after-school and summer programs, mental health services) increased 50%
- Addressing Funding Goals
 - Improved youth access to programming, provided mental health support to youth and families, working reduce violence among young people, provided housing cost assistance, provided job search assistance and training to young mothers
- Addressing Unmet Needs
 - Urbana ARPA funds allowed for existing programming to be increased to support more families in Urbana who there would not otherwise be the capacity to serve

The Well Experience - Future Impact

- Long-Term Impacts
 - Providing early intervention for youth and families to provide stability and guidance for future growth
- Lessons Learned
 - The many families in need of services that were able to be provided through these funds
- Continuity Plan
 - Seeking other funding sources to maintain this level of service as ARPA funds phase out this quarter

Channing Murray Foundation - Red Herring Vegetarian Restaurant

Handmade Harvest

Red Herring - Summary

- ARPA Project Goal
 - Increase availability and affordability of food.
- Project Summary
 - The Red Herring Restaurant, which is the food justice-education program of Channing-Murray Foundation (501c3), has requested grant funds to grow existing programs in Urbana serving food insecure families by *providing fresh, locally grown, prepared meals at no cost to the low-income residents* during harvest season.
 - This program will focus on increasing the availability of food in Urbana. With these funds, Red Herring would grow its existing program, the Bucket Brigade, a delivery food pantry (which currently delivers shelf staples and hygiene supplies to extremely low-income residents), by adding a ready-to-eat healthy meal to every person served. Beyond expanding its own food pantry effort, Red Herring plans to partner with the Mobile Market (CU City Farms) and the Little Free Market (Sola Gratia Farm) to add prepared meals alongside their free produce at their weekly distributions.

Red Herring - Status

- Funding Spent
 - \$10,000
- Funding Allocated
 - \$10,000
- Project Status
 - Fully Complete
- Percent of Scheduled Expenses
 - 100%

Red Herring – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Distributed over 1,000 meals to individuals facing food scarcity
- Addressing Funding Goals
 - Increased food affordability and availability by distributing free meals to individuals in need
 - Supported local businesses and nonprofits through partnerships to source ingredients and provide meals
- Addressing Unmet Needs
 - Additional funds allowed ready-to-eat meals to be added to produce and dry good provision at Friday Free Market
 - Ready-to-eat meals provided a way to introduce market clients to ways to use market staples and familiarize themselves with new ingredients
 - Enhanced capacity to engage with clients and community members

Red Herring - Future Impact

- Long-Term Impacts
 - Strengthened relationships with other nonprofits and organizations
 - Increased demand for healthier food choices from clients
 - Increased public awareness and support for local food efforts
- Lessons Learned
 - Learned how to better utilize volunteers in their work, actively recruiting them and engaging across the year to reduce service costs, and engaging with community to build support
 - Learned to better adapt to planning processes to unforeseen changes
- Continuity Plan
 - ARPA funds spent, but continue to provide food programming, including “pay what you can” soup nights, raising revenue, building community, and providing affordable food
 - Exploring additional partnership, grant and fundraising opportunities

Urbana Park District

Urbana Park District Health & Wellness Center

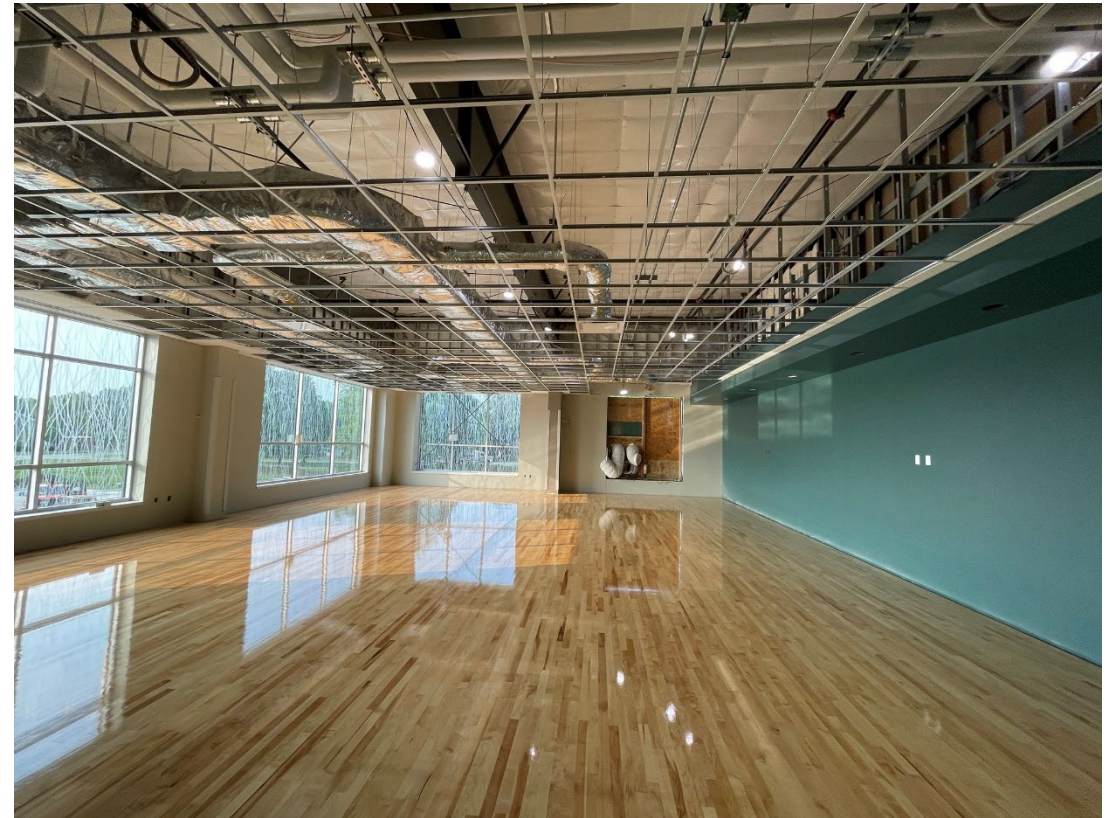
Urbana Park District - Summary

- ARPA Project Goal
 - Improve accessibility of public recreation space and youth programming
 - Increase support for community violence interventions
 - Invest in infrastructure to increase community health, safety, and future resilience.
- Project Summary
 - *The Urbana Park District's Health & Wellness Center, located in Prairie Park on East Washington Street, aims to offer a welcoming and motivating environment that safely engages and benefits everyone in our community in their journey to better health and wellness.* Essential public health and safety needs will be addressed through the construction of an indoor space including a multi-court gymnasium, elevated walking track, exercise equipment room (cardio equipment, weights, stretching space), and a community meeting and rental room.



Urbana Park District - Status

- Funding Spent
 - \$2,000,000
- Funding Allocated
 - \$2,000,000
- Project Status
 - 75-99% Complete
- Percent of Scheduled Expenses
 - 100%



Urbana Park District – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Facility nearing substantial completion
 - Soft opening anticipated in October, with programming beginning in January
 - Secured funds for 225 full-ride scholarships for the next five years
- Addressing Funding Goals
 - Provides public recreation space, expanding on Brookens deficiencies
 - Programming will include space for violence outreach groups, after-school drop-in hours, and job fairs
- Addressing Unmet Needs
 - Urbana ARPA funds removed need to either reduce scope and programming at facility, reduce scholarships, or increase visitation fees



Urbana Park District - Future Impact

- Long-Term Impacts
 - Construction of building that will be operated and maintained by UPD as a long-term community asset
- Lessons Learned
 - Improved grants management and reporting capacity
- Continuity Plan
 - All ARPA funds have been expended, allowing for building construction without additional debt and interest. Building will be operated from other funding sources



City of Champaign Township

Strides Low Barrier Shelter

City of Champaign Township - Summary

- ARPA Project Goal
 - Reduce housing costs for those that need it most
 - Increase availability and affordability of mental health services
 - Invest in infrastructure to increase community health, safety, and future resilience.
- Project Summary
 - The City of Champaign Township opened a low-barrier shelter in December of 2022. *This is a 24/7 low-barrier shelter for homeless individuals throughout the community.* The shelter provides daytime drop-in opportunities and associated services (laundry, computer time, etc.), case management services, as well as access to medical health and mental health services. The shelter accommodates space for 50 men and 10 women with potential for expansion in future years. Additionally, the low barrier shelter is a component of a shelter system in which public agencies and nonprofits create a comprehensive sheltering model from low barrier to mid barrier, on to high barrier, and ultimately housing assistance. Funding for the shelter has been pledged through the end of 2024, and *Urbana ARPA funds will allow the shelter to cover staffing costs* to continue beyond this point.

City of Champaign Township - Status

- Funding Spent
 - \$750,000
- Funding Allocated
 - \$750,000
- Project Status
 - Fully Complete
- Percent of Scheduled Expenses
 - 100%

City of Champaign Township – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Funds supported staffing for 30 full-time employees
 - Operated at full capacity for grant period, serving 620 individuals with an average stay of 111 days
- Addressing Funding Goals
 - Provided housing, health, and safety resources to some of community's most vulnerable individuals, including overnight shelter, daily meal, access to shower and laundry, case management with focus on housing stability, on-site health checkups and benefits enrollment
- Addressing Unmet Needs
 - ARPA funds allowed for full staffing and shelter capacity that would not have been possible otherwise

City of Champaign Township - Future Impact

- Long-Term Impacts
 - Urbana ARPA funds provided the time needed to pursue future staffing funds, including from City of Champaign ARPA and IDHS
- Continuity Plan
 - All Urbana ARPA funds spent, continuing to operate with grant funds from other sources

Urbana-Champaign Independent Media Center

ACCESS IMC

IMC - Summary

- ARPA Project Goal
 - Improve accessibility of public recreation space and youth programming.
- Project Summary
 - *ACCESS IMC will add an enclosed community meeting space with A/V technology and an optional kitchenette and will also fund key safety and accessibility improvements.* Safety and accessibility improvements include ensuring accessible bathroom access, improving ramp entrances, and covering asbestos flooring in the basement. In line with existing IMC policies, these spaces will be available for free or at cost to residents and visitors of Urbana through its easy online, phone, or in-person reservation process. ACCESS IMC will prioritize space for youth programming and anticipate youth users in the design by including key features like media-sharing tools, food preparation space and access for youth with disabilities.

IMC - Status

- Funding Spent
 - \$14,773
- Funding Allocated
 - \$75,000
- Project Status
 - Less than 25% Complete
- Percent of Scheduled Expenses
 - 48%

IMC – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Invested in building improvements, including north ramp entrance and meeting camera for meeting space improvement
 - Scope and timeline have shifted, thanks to a facilities planning grant to more thoroughly plan building and cover some previous ARPA costs
 - Supported personnel costs for Program Manager to improve use of space
- Addressing Funding Goals
 - Improving the quality and availability of free/low cost public spaces
 - Utilized by many groups, including support groups, community organizations, and new initiatives
- Addressing Unmet Needs
 - Filling gap in Downtown Urbana meeting space for events that aren't appropriate at library space (outside library hours, with food, selling goods, closed access)
 - Ability to subsidize/provide low-cost meeting space bookings not seen in other venues
 - Improved meeting space, increase marketing and awareness of availability

IMC - Future Impact

- Long-Term Impacts
 - Filling financing gaps in north ramp entrance, allowing for long-term building accessibility improvements, including to building tenants who previously didn't have accessible space
- Lessons Learned
 - Learning how to leverage different grants for successful project implementation
- Continuity Plan
 - Continuing to develop facilities plan for future ARPA facilities investments
 - Developing continuity plan for staff costs beyond 2025

City of Urbana - Community Development Department

Urbana Roof Repair & Replacement Program

Urbana Roof Repair - Summary

- ARPA Project Goal
 - Reduce housing costs for those that need it most.
- Project Summary
 - City of Urbana Grants Management staff will utilize ARPA funds to *assist low-income Urbana residents in owner-occupied units who need assistance repairing or replacing their roof*. This assistance will greatly defray housing costs, therefore enabling residents to remain safely in their homes.

Urbana Roof Repair - Status

- Funding Spent
 - \$32,133.00
- Funding Allocated
 - \$150,000
- Project Status
 - 25-49% Complete
- Percent of Scheduled Expenses
 - 99%



GRANTS
MANAGEMENT
DIVISION

Emergency Roof Repair Grant

Accepting applications
while funds last



Program Details

The City of Urbana Grants Management Division is seeking applicants for its Emergency Roof Repair Grant program.

The roof repair program is intended to alleviate hazardous or degraded roofing conditions for owner-occupied units when these conditions pose a threat to the health and safety of the occupants or to the livability of the home.

The Emergency Roof Repair Grant awards a maximum of \$15,000 per project. Grants are awarded to eligible households on a first-come, first-serve basis while funds last. This program is funded through American Rescue Plan Act, and funds must be expended by the end of the 2024 calendar year.

Find more information or apply online by scanning the following QR code:



Qualification

To qualify for the roof repair program, applicants must:

- own and have lived in the home to be repaired for a minimum of one year
- have homeowners insurance
- have a total household income of no more than 80% of the area median family income as determined by HUD

How to Apply

Homeowners interested in applying should contact the Grants Management Division at (217) 328-8277 or by email at grants@urbanailinois.us

Or visit our website by scanning the attached QR code.

Urbana Roof Repair – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Four completed roof repair projects
 - Two in-progress projects
 - All served households at or below 80% of area median income
- Addressing Funding Goals
 - Lowering housing costs through providing funds for needed home repair assistance to low-income households, allowing them to remain safely in their homes
- Addressing Unmet Needs
 - It is not generally feasible to provide large-scale improvements, like roof repair, through existing grant programs. No roof repair program was previously available in Champaign County

Urbana Roof Repair - Future Impact

- Long-Term Impacts
 - Improving condition and lifespan of home for low-income homeowners, reducing long-term costs for these households, improving overall housing stock, and maintaining neighborhood stability.
- Lessons Learned
 - Program has had fewer applicants than initially expected, but staff is working on increasing outreach and takeup
- Continuity Plan
 - ARPA funds continue to be expended; when these are gone, staff will continue to pursue rehabilitation options that are feasible with existing funds and based on community needs and input

Housing Authority of Champaign County - YouthBuild

YouthBuild: Bridging the Gap

HACC Youthbuild - Summary

- ARPA Project Goal
 - Improve accessibility of public recreation space and youth programming
 - Increase support for community violence interventions
 - Increase job training and placement opportunities.
- Project Summary
 - YouthBuild is a *community-based, pre-apprenticeship program* designed to offer a unique second chance to young people. The program is currently funded through the Department of Labor to serve 84 at-risk and disadvantaged youth between the ages of 16 and 24 who are high school dropouts, adjudicated youth, youth aging out of foster care, youth with disabilities, homeless youth, and other disconnected youth populations by providing *basic education, occupational training, and leadership training while addressing several core issues important to low-income communities*: affordable housing, education, employment, and leadership development. Students in the program earn an accredited High School diploma while also earning nationally recognized credentials in basic construction.
 - *ARPA Funds will address costs for classroom space in Urbana, tuition for students, personnel for the program, supportive services for participants, and post-secondary certification costs for participants.*

HACC Youthbuild - Status

- Funding Spent
 - \$281,646.84
- Funding Allocated
 - \$350,000
- Project Status
 - 50-74% Complete
- Percent of Scheduled Expenses
 - 97%

HACC Youthbuild – Current Impact

- Impact Summary (Objectives and Outcomes)
 - 20 participants served
 - 14 increased TABE reading literacy scores
 - 14 high school diplomas
 - 15 career certifications received (construction OSHA 10)
- Addressing Funding Goals
 - Directly engaging with at-risk youth, providing educational and vocational training, and engaging with construction of local infrastructure
- Addressing Unmet Need
 - Urbana ARPA funds allowed for expansion of services to engage with more students, improve facilities, and invest in capacity building for long-term sustainability

HACC Youthbuild - Future Impact

- Long-Term Impacts
 - Students gain experience and certifications to set them up for long-term employment opportunities. Students and staff build long-term community impacts, and the infrastructure constructed by Youthbuild students continues to serve the community
- Lessons Learned
 - Learning how to better implement robust monitoring and evaluation processes, adhere to regulatory and reporting requirements, and plan for long-term program sustainability
- Continuity Plan
 - Developing detailed documentation for maintaining internal project management capacity, developing long-term sustainability plan, maintaining relationships with local agencies and pursuing grant funds for long-term funding

Habitat for Humanity of Champaign County

First-Time Home Ownership Counseling

Habitat for Humanity - Summary

- ARPA Project Goal
 - Reduce housing costs for those that need it most.
- Project Summary
 - *Since 2006, Habitat for Humanity has offered a free financial education program focused on low-income, first-time homeownership* to anyone living in Champaign County. The Program gives individuals access to resources including down payment assistance, and the support needed to make sound decisions so they can achieve and sustain financial security. Financial Capability is about reaching financial goals to build financial health, build wealth, and ensure permanent housing stability. This program will help individuals be financially stable by combining financial education, counseling, and coaching. Habitat anticipates serving one hundred families a year through the program which is free to anyone living in Champaign County. *Habitat is requesting funds for the Pre- and Post-Purchase Housing Counseling and Affordable Home Ownership Workshops. This includes a series of six Pre-Purchase workshops, three Post-Purchase Workshops, and bi-monthly Affordable Home Ownership Workshops.*

Habitat for Humanity - Status

- Funding Spent
 - \$25,000
- Funding Allocated
 - \$25,000
- Project Status
 - Fully Complete
- Percent of Scheduled Expenses
 - 100%

Habitat for Humanity – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Hosted 3 Affordable Homeownership Workshops
 - 28 Total Households
 - 16 Urbana Households
 - Two sessions of Pre and Post Home Purchase Education
 - 17 households
 - 11 Urbana households
 - Assisted four households with purchasing homes in Urbana through one-on-one housing counseling
 - 22 Urbana residents in total completed one-on-one housing counseling
- Addressing Funding Goals
 - Reducing housing costs through homeowner education and assistance in home purchase for low-income households
- Addressing Unmet Needs
 - Habitat is the only HUD-certified counseling agency in Champaign County; Urbana ARPA funds allowed for them to expand this service to more households, providing in-person one-on-one counseling for important first-time and/or low-income down payment assistance

Habitat for Humanity - Future Impact

- Long-Term Impacts
 - Permanent, affordable homeownership for individuals and families, and the improved outcomes (education, health, justice) that results from this stability
- Lessons Learned
 - Based on this pilot, working on future expansion of counseling program
- Continuity Plan
 - ARPA funds are fully expended, still providing services at a scale possible with other funds

Champaign County Environmental Stewards

Household Hazardous Waste Collection Facility

CCES - Summary

- ARPA Project Goal
 - Invest in infrastructure to increase community health, safety, and future resilience.
- Project Summary
 - *CCES proposes to use the requested ARPA funds to pay or to partially pay for upfront capital costs to establish a household hazardous waste (HHW) collection facility in Champaign County.* A safe and secure HHW collection program at a convenient HHW collection facility, open year-round, part-time, can better protect the health and safety of our community. Access to a HHW collection facility can reduce the risks of accidental poisonings, HHW-initiated or accelerated house fires, firefighters' exposure to hazardous chemicals and highly toxic smoke, solid waste workers exposure to improperly disposed chemicals, damage to solid waste infrastructure, wastewater treatment plant upsets, upset and damage to residential septic systems, and groundwater and surface water contamination from HHW dumping.

CCES - Status

- Funding Spent
 - \$175,000
- Funding Allocated
 - \$175,000
- Project Status
 - 25-49% Complete
- Percent of Scheduled Expenses
 - 100%

CCES – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Urbana ARPA funds used to support land purchase for household hazardous waste facility
- Addressing Funding Goals
 - Household hazardous waste facility in the county will serve as important infrastructure to improve community health, safety, and resilience
- Addressing Unmet Needs
 - Provided important capital funds for purchase of an available property that will be well located for residents, workers, and contractors

CCES - Future Impact

- Long-Term Impacts
 - ARPA funds invested in land purchase, which will be used to establish a community facility that will provide long-term services, reducing community health and safety risks from waste (poisonings, fires, infrastructure damage, etc)
- Lessons Learned
 - Reinforced importance of careful record keeping and adherence to deadlines
- Continuity Plan
 - Currently conducting a capital campaign for funding to establish facility, while seeking agreements with local governments and stakeholders
 - Will leverage expected annual support from Illinois EPA for operating expenses

Carle Foundation Hospital

Hope Village

Carle - Summary

- ARPA Project Goal
 - Reduce housing costs for those that need it most
 - Increase availability and affordability of mental health services
 - Invest in infrastructure to increase community health, safety, and future resilience.
- Project Summary
 - The vision of Hope Village is to improve Urbana's housing system for those suffering from both *chronically and medically fragile homelessness through coordinated and intensive case management, healthcare support, and residence in a tiny homes community. Hope Village will be a community-centric village of 30 homes for individuals struggling with homelessness.* Hope Village seeks to improve housing and create community for those who have run out of options. Qualifying individuals for Village residency would be those who have exhausted their housing options in Urbana. This model is built on a 'community and housing first' framework by providing intensive and coordinated case management as well as a clean, safe, and supportive living environment with ease of access to kitchen space, a community center and garden, as well as a mobile medical unit.
 - ARPA funds would support initial construction costs and ongoing personnel costs for this facility.

Carle - Status

- Funding Spent
 - \$600,000.00
- Funding Allocated
 - \$850,000
- Project Status
 - 50-74% Complete
- Percent of Scheduled Expenses
 - 87%

Carle – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Urbana ARPA funds have supported initial construction costs (site infrastructure, community center) and allowed for leveraging of other funds
- Addressing Funding Goals
 - Working to provide affordable housing and supportive services (health, nutrition) to some of the most vulnerable members of community
- Addressing Unmet Needs
 - This model (permanently supportive housing for homeless and medically fragile individuals) is a current gap in our community infrastructure; ARPA funds have allowed for initial work and leveraging other funding sources

Carle - Future Impact

- Long-Term Impacts
 - Construction of safe, affordable, community-focused housing for chronically homeless individuals
- Lessons Learned
 - Necessity of bringing together key stakeholders in a timely manner, especially for housing project for vulnerable individuals
- Continuity Plan
 - Urbana ARPA construction funds have been expended; project will resume construction in 2025 after funding award process for other grants, remaining ARPA funds will support services to residents of completed village

City of Urbana Public Works Department

Sanitary Sewer Lateral Lining Pilot Program

Urbana Sanitary Sewer - Summary

- ARPA Project Goal
 - Invest in infrastructure to increase community health, safety, and future resilience.
- Project Summary
 - The City has adopted *sewer lining as a reliable, cost-effective, and proactive sewer rehabilitation method* for decades and is interested in evaluating the feasibility and public support for *extending this rehabilitation method into service laterals via a pilot program. By helping property owners in the Dr. Ellis subdivision to address issues proactively* the hope is that we can help minimize costly, unplanned repairs for the private property owners while simultaneously improving the overall health of our collection system network. Unforeseen failures can result in temporary elimination of plumbing service and wastewater surcharging that can cause property damage and a threat to public health and safety.

Urbana Sanitary Sewer - Status

- Funding Spent
 - \$216,825.00
- Funding Allocated
 - \$1,296,000
- Project Status
 - Less than 25% Complete
- Percent of Scheduled Expenses
 - 17%

Work (cleaning & televising laterals) starting week of May 13th along Carver Drive

Cleaning & televising work will move to the South and East through the neighborhood (from Carver Dr to Goodwin & Ellis Dr)



Cleaning & televising to end at Goodwin and Ellis Drive. Anticipated completion by June 1st.

Urbana Sanitary Sewer – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Recruited 116 out of 144 eligible properties to participate through varied outreach methods
 - Laterals inspected on all participating properties
 - 3 emergency spot repairs conducted
 - Review of inspection videos begun
- Addressing Funding Goals
 - 3 emergency repairs already prevented back ups and floods, reducing housing costs and maintaining healthy, safe, sustainable infrastructure
 - Future rehabilitation/repair will continue this
- Addressing Unmet Needs
 - Due to limited sewer budget for capital, operations, and maintenance, ARPA funds allowed proactive support and intervention that would not be possible otherwise
 - Under normal budget, would take 25 years to do proactive intervention at this scale

Urbana Sanitary Sewer - Future Impact

- Long-Term Impacts
 - Work will ensure reliable laterals for another 50-100 years at these properties
 - Will provide information/experience to inform other sewer work around the city
- Lessons Learned
 - The degree of resources involved with public engagement, difficulty of stakeholder coordination, most successful outreach methods (signage, meetings)
- Continuity Plan
 - Lessons learned from this project have already informed current lateral support programs, will continue to implement lessons learned in long-term programming

Urbana School District #116

Student, Family, Community Engagement Sponsorship

USD116 Engagement - Summary

- ARPA Project Goal
 - Improve accessibility of public recreation space and youth programming
 - Increase support for community violence interventions.
- Project Summary
 - The Self Made Kingz program was developed to provide *support and behavioral guidance, mentorship, social emotional learning opportunities, family-focused activities, and positive community experiences to a select group of middle and high school male students. The City of Urbana will use the ARPA funding to support a Specialist/Mentor position at Urbana District 116 to support the absorption of the Self Made Kingz program into the district's Secondary Alternative/Inclusionary program* to eliminate duplication of services and to strengthen the program's staff to student ratios. The sponsorship will allow for the School District/High School to combine internal and external programs to maximize student contact and engagement, while eliminating duplicative services. This position will start a Self Made Kingz program at the middle school level and start working with upper intermediate youth from elementary schools (4th or 5th grade). This position will help build a systemic entry into specific violence prevention interventions for students at a much younger age to disrupt potential involvement in street violence.



USD116 Engagement - Status

- Funding Spent
 - \$100,372.64
- Funding Allocated
 - \$143,334
- Project Status
 - 50-74% Complete
- Percent of Scheduled Expenses
 - 93%



USD116 Engagement– Current Impact

- Impact Summary (Objectives and Outcomes)
 - 66 students served, 146 hours of structured program activity
 - 58% improvement in anger management and conflict resolution
 - 61% growth in reading scores, 54% growth in math scores, GPA data TBD
 - Two winter graduates, two spring graduates, 6 eighth grade completions
 - 12 NYAP referrals
 - 18 hours of outreach
- Addressing Funding Goals
 - Providing youth and violence prevention programming through providing targeted programs for at-risk youth that address academic, social, and other concerns
- Addressing Unmet Needs
 - Funded staff position has created targeted programming that would not exist otherwise and built community partnerships



USD116 Engagement - Future Impact

- Long-Term Impacts
 - Staff capacity building, partnership building with other organizations
- Lessons Learned
 - Struggles with program attendance, exploring retention strategies
- Continuity Plan
 - Continue ARPA funding through this school year



FirstFollowers

Urbana Community Peace Hub

FirstFollowers - Summary

- ARPA Project Goal
 - Increase support for community violence interventions
 - Increase availability and affordability of mental health services
 - Increase job training and placement opportunities.
- Project Summary
 - FirstFollowers will use the allocated ARPA funds to establish the first community peace hub in Champaign County. To be located near downtown Urbana, the hub will build off of FirstFollowers' seven years of operating a wide range of programs targeted at people returning home from prison in Champaign County as well as emerging adults aged 18-24 who have had some involvement with the criminal justice system.
 - The hub will specialize in outreach and in reach. The outreach component will involve efforts by FirstFollowers' community navigators who will use the Hub as a base of operations to carry out *education and training of impacted individuals* in apartment complexes in Urbana where FirstFollowers has established a deep connection. Operating from the hub, the navigators will contribute to bettering public health by offering *workshops, peace circles and public education on issues relating to violence*. The hub will offer economic opportunity, counseling support, and educational chances outside the classroom. The hub will also deliver *reentry services targeted at women and families through FirstFollowers' Hope for Women initiative*. Built on the in-reach model and founded by two women impacted by incarceration, these services, under the title Hope for Women, will target women returning home from prison and jail and their families. Since most people in women's prisons have parenting responsibilities, a key component of this would be provision of counseling and legal support for family reunification along with parenting skills. Upon release, these sessions would occur during drop-in hours at the hub or at times and places convenient to the participants. The Hub will distribute Welcome Home packages tailored to the needs of program participants. All packages would include some clothing provision, hygiene products (Including feminine hygiene) linens, hair products, notepads, pens. Depending on the individual, the packages could also include rental assistance, cellphones and bus passes.

FirstFollowers - Status

- Funding Spent
 - \$60,972.10
- Funding Allocated
 - \$79,200
- Project Status
 - 75-99% Complete
- Percent of Scheduled Expenses
 - 77%

FirstFollowers – Current Impact

- Impact Summary (Objectives and Outcomes)
 - 90 households served with assistance
 - 11 outreach events with 80 attendees
- Addressing Funding Goals
 - Have provided housing assistance, antiviolence programming for young people involved in criminal justice system, mental health and wellbeing workshops, and resume development events to build employment skills
- Addressing Unmet Needs
 - Provided targeted support for justice-involved individuals and households, and especially for women involved in justice system



FirstFollowers - Future Impact

- Long-Term Impacts
 - Has provided resources and stability to vulnerable populations, and created partnerships that will continue after ARPA funds
- Lessons Learned
 - The need for communication between agencies, to understand services each agency is providing and opportunities for collaboration
- Continuity Plan
 - ARPA-funded time has allowed for capacity building and stakeholder engagement, which will be used to pursue alternate funding



Common Ground Food Co-op

Food For All Food Accessibility Program

Common Ground - Summary

- ARPA Project Goal
 - Increase availability and affordability of food.
- Project Summary
 - Common Ground Food Co-op is a cooperatively-run grocery store owned by over 9,000 Champaign-Urbana neighbors. It focuses on supporting the local food system, fostering conscious consumerism, and building a vibrant community. *Common Ground is requesting ARPA funds to support its existing food accessibility and food discount program, Food For All, which provides a 10% discount on its entire produce section and grocery pantry staples to hundreds of local neighbors who are low-income and experiencing food insecurity.* Common Ground also covers the full equity grant - a one-time \$60 investment - for Food For All members so they can receive all the additional benefits of Co-op ownership. In keeping with its mission, Common Ground wants all of its customers to be able to access healthy and local food at an affordable price. It is invested in the future of our local food system and prioritizes supporting regenerative agriculture practices, local farm infrastructure, and marketing local farms and businesses to our community.

Common Ground - Status

- Funding Spent
 - \$10,000
- Funding Allocated
 - \$10,000
- Project Status
 - Fully Complete
- Percent of Scheduled Expenses
 - 100%

Common Ground – Current Impact

- Impact Summary (Objectives and Outcomes)
 - 278 new Food For All members
 - \$10,000 in discounts for Food For All customers
- Addressing Funding Goals
 - Have increased availability and affordability of food through 10% discount and full co-op membership privileges
- Addressing Unmet Needs
 - ARPA funds allowed for response to large increase in post-pandemic Food For All discount spending and membership enrollment, continuing to provide discounts and benefits

Common Ground - Future Impact

- Long-Term Impacts
 - Members have continued benefit of co-op ownership; and funding reserve resulting from state Link Match program has allowed to build a reserve for program continuity
- Lessons Learned
 - How to adapt to unforeseen changes and opportunities, even in established programs
- Continuity Plan
 - Thanks to ARPA-assisted reserves, program is currently sustainable through existing donation and fundraising methods; if usage increases, will seek out new funding opportunities

Justine Petersen

Urbana Small Business Microloan Fund

Justine Petersen - Summary

- ARPA Project Goal
 - Provide relief and support for local businesses.
- Project Summary
 - The establishment of this Small Business Microloan Fund (via Justine PETERSEN, a U.S. Treasury-certified Community Development Financial Institution) *will expand micro-enterprise and small business lending in Urbana, which will provide direct relief and support to local businesses.* Justine PETERSEN is the #1 SBA microlender in Illinois, and they focus on three areas: micro-enterprise and small business lending, consumer lending and credit building, and housing and homeownership support. Justine PETERSEN serves existing and startup businesses and offers safe and affordable capital with the goal of graduating businesses or individuals back to mainstream finance. The establishment of this fund would be focused on supporting eligible businesses in Urbana, including home-based businesses.

Justine Petersen - Status

- Funding Spent
 - \$3,768.00
- Funding Allocated
 - \$250,000
- Project Status
 - Less than 25% Complete
- Percent of Scheduled Expenses
 - 8%

Justine Petersen – Current Impact

- Impact Summary (Objectives and Outcomes)
 - \$31,400 loans originated
 - 6 Urbana small businesses served
 - 50% non-White borrowers
 - 50% borrowers below 80% AMI
 - One loan to a disabled veteran
- Addressing Funding Goals
 - Providing relief and support to local businesses through affordable capital to small businesses
- Addressing Unmet Needs
 - Urbana ARPA funds enable the provision to reduced interest rate loans to local businesses

Justine Petersen - Future Impact

- Long-Term Impacts
 - Local business investments enable goods and services and quality jobs in the community
- Lessons Learned
- Continuity Plan
 - Loan funds will continue to revolve in Urbana; developing new strategies for recruitment, in collaboration with local staff

Urbana Neighborhood Connections Center

Operation UNCC Boost

UNCC - Summary

- ARPA Project Goal
 - Improve accessibility of public recreation space and youth programming.
- Project Summary
 - Urbana Neighborhood Connections Center (UNCC) will use the requested ARPA funds to improve accessibility of public recreation space and youth programming *by repairing its newest vehicles and replacing its oldest vehicle (which is currently inoperable) for youth transportation from the schools to its facility. UNCC will also purchase signage for two existing vehicles to match the official logo and wording on the existing vehicle. Additionally, UNCC will install new fire sprinkler system in their facility.*

THANK YOU CITY OF URBANA, FROM YOUR FRIENDS AT
URBANA NEIGHBORHOOD CONNECTIONS CENTER!!!

UNCC Community Study Center (Elementary Groups)



UNCC Teen REACH (Middle School/High School Group)



UNCC - Status

- Funding Spent
 - \$55,421
- Funding Allocated
 - \$100,000
- Project Status
 - 50-74% Complete
- Percent of Scheduled Expenses
 - 111%

UNCC – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Purchased a new (to UNCC) passenger van
 - Painted van with UNCC logo and information for recognizability at pickup line
- Addressing Funding Goals
 - Accessibility of youth programming has increased through staff's ability to safely transport students from school to UNCC programming and on field trips, as well as better advertising the center and its services
- Addressing Unmet Needs
 - ARPA funds have allowed for use of new vehicle, enabling timely after-school pickup due to the availability of three vehicles, rather than two, as well as alleviating mechanical concerns of previous vehicle

UNCC - Future Impact

- Long-Term Impacts
 - Continual ownership and availability of vehicle to serve center programming, including recent highest-ever summer program enrollment
- Lessons Learned
 - Accounting for funding and project management timelines when planning for project
- Continuity Plan
 - Complete building and equipment investments involved in ARPA project, continue to use this equipment long after it has been purchased

Champaign County Health Care Consumers

Special Populations Outreach and Enrollment

CCHCC - Summary

- ARPA Project Goal
 - Reduce housing costs for those that need it most
 - Increase availability and affordability of mental health services
 - Increase availability and affordability of food.
- Project Summary
 - Champaign County Health Care Consumers (CCHCC) is seeking funds to *hire and support three Outreach and Enrollment Community Health Workers to address the needs of three special populations* in the City of Urbana, who are under-enrolled in, and underutilizing available public benefits. These special populations are: *low-income seniors; disabled individuals not already receiving SSI or SSDI; and low-income immigrants.*

CCHCC - Status

- Funding Spent
 - \$121,487.51
- Funding Allocated
 - \$500,000
- Project Status
 - 25-49% Complete
- Percent of Scheduled Expenses
 - 82%

CCHCC – Current Impact

- Impact Summary (Objectives and Outcomes)
 - 392 households served
 - 192 low-income seniors
 - 130 immigrants
 - 70 individuals with disabilities
- Addressing Funding Goals
 - Through help accessing public benefits, lowered housing costs, increased access and affordability to mental health services and food, built capacity for service delivery
- Addressing Unmet Needs
 - Programs are under-enrolled due to lack of knowledge or difficulty applying, ARPA-funded staff directly assisted underserved populations in accessing resources they were eligible for

CCHCC - Future Impact

- Long-Term Impacts
 - Building capacity and experience at CCHCC and providing life-altering and long-term stability to clients through program enrollment
- Lessons Learned
 - Need for specialized human capital in this area, complex difficulties clients face, long-term relationships and trust built in clients
- Continuity Plan
 - Continue with ARPA funds through 2026, use detailed data on positive outcomes to apply for outside funding sources

Housing Authority of Champaign County

Steer Place Renovation Project

HACC Steer Place - Summary

- ARPA Project Goal
 - Reduce housing costs for those that need it most.
- Project Summary
 - The Housing Authority of Champaign County's (HACC) nonprofit affiliate Oak Grove Development Corporation will use ARPA funds to aid in the *rehabilitation of Oscar Steer Place (Steer Place Apartments), a senior affordable housing project in Urbana, IL*. Originally constructed in 1973, Steer Place Apartments needs significant improvements.
 - The rehabilitation will focus *on providing structural updates, updating units, making the property more accessible, adding security features, and providing community spaces within the building to improve the quality of life for existing and future tenants*. The ARPA funds will allow HACC to make these improvements which will ultimately preserve the affordable housing at Steer Place Apartments and protect Urbana's vulnerable senior population.

HACC Steer Place - Status

- Funding Spent
 - \$0
- Funding Allocated
 - \$500,000
- Project Status
 - Not Started
- Percent of Scheduled Expenses
 - 0%

HACC Steer Place – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Project not started at time of annual report, start anticipated for Q3 2024
- Addressing Funding Goals
- Addressing Unmet Needs

HACC Steer Place - Future Impact

- Long-Term Impacts
- Lessons Learned
- Continuity Plan

The Urbana Free Library

Community Connections Youth Programming Specialist

Urbana Free Library - Summary

- ARPA Project Goal
 - Improve accessibility of public recreation space and youth programming.
- Project Summary
 - The Urbana Free Library requests ARPA funds to hire a *full-time bilingual programming specialist who will focus on youth programming and community outreach* to provide long-term benefits, especially for youth who have been impacted by the pandemic. The specialist will be responsible for three to four youth programs or outreach events a week, totaling 150-200 events a year. Grant funds will pay wages and benefits. The impacted and disproportionately impacted groups that will benefit from this project are youth (birth-18), those living in areas identified as socially vulnerable, and immigrant youth who speak the same languages as the programming specialist.



Urbana Free Library - Status

- Funding Spent
 - \$22,071.88
- Funding Allocated
 - \$173,596
- Project Status
 - Less than 25% Complete
- Percent of Scheduled Expenses
 - 82%



Urbana Free Library – Current Impact

- Impact Summary (Objectives and Outcomes)
 - Specialist hired
 - 37 events hosted or assisted
 - 24 programs (2,733 attendees)
 - 13 outreach events (1,693 attendees)
 - 3 community partner collaboration events
 - 4 events in socially vulnerable neighborhoods
 - 12 bilingual events
- Addressing Funding Goals
 - Improving accessibility of youth programming through increasing number of events and expanding who can access events
- Addressing Unmet Needs
 - Staff position would not have been funded without Urbana ARPA, enabling number and types of programming and community outreach/partnerships



Urbana Free Library - Future Impact

- Long-Term Impacts
 - Building partnerships/relationships with community organizations, expanding who feels comfortable/served at the library
- Lessons Learned
 - Learned how to consider hiring timeline process for best qualified applicants, how to better market bilingual programming
- Continuity Plan
 - ARPA funded through 2026, library is committed to locating alternate funding sources by then to continue this work



Housing Authority of Champaign County

Affordable Housing - Single Room Occupancy Project

HACC SRO- Summary

- ARPA Project Goal
 - Reduce housing costs for those that need it most.
- Project Summary
 - ARPA funds will be invested in a single room occupancy project for acquisition and renovation. The project will provide 40-60 non-age restrictive long-term, safe and affordable housing units for individuals and/or families that are housing insecure. HACC will also provide subsidies for each unit to maintain its affordability and provide long-term housing security for the individuals that need it most.
 - Additionally, supportive services and self-sufficiency activities will be made available to participants in this program. HACC will collaborate with the City of Urbana and the Champaign County Regional Planning Commission to execute this project.

HACC SRO- Status

- Funding Allocated
 - \$200,000
- Project Status
 - Cancelled
 - Project partners for this project determined not to move forward with the SRO project, so ARPA funds will not be used for this project. These funds will return to the existing pot of undesignated ARPA funds to be allocated by the end of 2024.

Takeaways

Program Success

- Subrecipients were able to adapt to partial funding
- Projects are generally on schedule
- Contracts have allowed sufficient flexibility while maintaining project scopes

Project Success

- Recreation Space and Youth Programming
 - 4,426 attendees at ARPA-funded library programs
 - 200+ enrollments in nonprofit after-school and summer programs
- Community Violence Interventions
 - 34 daytime and 56 after-school participants in school district alternative education
 - 2% justice involvement during program, no violence in program, 66% anger management improvement
- Housing Assistance
 - Rental assistance to 215+ households
 - 4 roof repairs
 - 22 housing counseling recipients
- Mental Health Services
 - 548+ clients receiving wrap-around services
- 620 low-barrier shelter visitors connected to supportive services
- Food Assistance
 - \$10,000 in grocery discounts
 - 1,000 free premade meals
 - 15,708 lbs of donated food picked up
- Job Training
 - 15 students receiving construction certification
 - 27 employment referrals
- Business Support
 - 6 small businesses served, \$31,400 in loans originated
- Infrastructure Investments
 - 116 households recruited for sewer repair
 - Substantial completion of community rec center

Future Success

- Long-term assets will outlive ARPA funds, providing community benefits for years and decades
 - Health and Wellness Center Building
 - Electric Food Delivery Van
 - Alternative Education Center
 - Emergency, and Medically Fragile Shelter Facilities
 - Farm Facilities for Donated Produce
 - Accessible Community Meeting Space
 - Renovated Affordable Senior Housing
 - Hazardous Waste Collection Facility
 - Improved and Durable Sewer Infrastructure
 - Durable Roof for Low-Income Homeowners
 - After-School and Summer Program Pickup Van

Future Success

- ARPA funds provided the foundation for individuals and organizations to thrive in the future
 - Early intervention for at-risk youth
 - Rental assistance to maintain housing
 - Early operating funds for low-barrier shelter
 - Homeowner education and assistance
 - Benefits enrollment for long-term assistance
 - Affordable financial capital for small businesses
 - Household and employment assistance for justice-impacted individuals
 - Welcoming diverse groups into public facilities and services

Subrecipient Management

- Consistent and continual oversight and coordination has been needed.
 - Need for clear and repeated communication to maintain compliance
- Subrecipient internal dynamics require continual communication
 - Staff turnover or delegation over the course of the grant, so need to inform new staff about expectations
- Varying degrees of subrecipient experience/capacity on program administration
 - Last 12 months have averaged ~70 hrs./mo. for ARPA administration.
 - Less some general administration, average of 7.5 hours of staff commitment per project per quarter.
 - Missing/incorrect reporting, addressing potentially ineligible expenses, revising contract due to change in scope, etc.
 - Correlated more with agency size than project awards

ARPA Program Conclusions

- Flexible funds for allowed subrecipients to meet a large variety of service needs/gaps and gaps in the community
- Urbana's prioritization and project selection were successful for long-term impacts

Thank you! Questions?



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 7, 2024 Committee of the Whole Meeting
Subject: Employee Agreement Templates for Appointed Employees

Summary

Action Requested

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

Brief Background

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

Relationship to City Services and Priorities

Impact on Core Services

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

Strategic Goals & Plans [N/A]

Previous Council Actions

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

Discussion

Additional Background Information

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

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

The proposed contracts speak to terms of employment, and the potential of severance pay, but do not in any way increase an appointee's right to a position. They do not create an entitlement to reappointment by any Mayor, and do not limit the discretion any Mayor has to remove an appointee from office.

The resolution and templates attached reflect staff's understanding of revisions directed by the City Council. The following revisions are included –

1. Removal of “informal” from sections referencing the City's offer to accept employee's resignation.
2. Severance pay is calculated from the date on which the agreement is executed.
3. Severance pay is capped at sixteen weeks.
4. Residency incentive is removed. Staff has assumed any relocation from outside of Champaign County to within Champaign County would qualify for relocation expenses. (City Administrator and department head agreement)
5. Revised language regarding transition of duties.
6. Agreements apply to full-time, permanent employees only. (Resolution)
7. Clarification as to which terms are completed at the Mayor's discretion. (Resolution)

Fiscal and Budget Impact

Any impact, for example the cost of severance pay, is expected to be absorbed within the existing budget.

Recommendation

Staff recommends that the Committee of the Whole advance the Resolution and agreement templates to the October 14 City Council meeting with a recommendation for approval.

Next Steps

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

Attachments

1. A Resolution Approving Standardized Employment Agreement Templates for City Appointees (including exhibits)

Originated by: Michelle Brooks, Labor and Employee Relations Manager

Reviewed: Elizabeth Hannan, Human Resources and Finance Director

Approved: William Kolschowsky, Senior Management Analyst / Asst. to the City Administrator



EMPLOYMENT AGREEMENT (DEPARTMENT HEADS AND CITY ADMINISTRATOR)

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

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

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

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

SECTION 1. TERM AND SCOPE OF AGREEMENT.

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

SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.

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

SECTION 3. COMPENSATION.

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

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

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

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

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

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

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

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

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

SECTION 5. WORK ENVIRONMENT.

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

SECTION 6. AUTOMOBILE. [optional if applicable]

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

SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.

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

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

SECTION 8. INDEMNIFICATION.

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

SECTION 9. BONDING.

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

SECTION 10. ~~RESIDENCY INCENTIVE AND MOVING RELOCATION EXPENSES.~~

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

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

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

SECTION 11. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.

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

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

SECTION 12. SEPARATION.

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

circumstances:

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

SECTION 13. SEVERANCE.

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

A. Severance Payment. If, within the first year subsequent to the execution of this Agreement, Employee is separated ~~within the first year of from~~ employment as [POSITION]an appointed officer of the City as provided in Section 12 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of the ~~second year~~ subsequent to the execution of this Agreement of Employment as an appointed officer of the City, Employee shall receive an additional four (4) weeks of severance upon separation, with an additional two (2) weeks of severance for each additional full year of service, to a maximum of ~~sixteen~~twenty (~~16~~20) weeks of severance.

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

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

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

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

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

SECTION 14. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.

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

be in an amount negotiated between the Parties, in an amount not to exceed six (6) weeks' salary at Employee's final rate of pay. The date agreed upon between the Mayor and Employee shall be deemed a final and irrevocable notice of separation.

SECTION 15. TRANSITION OF DUTIES AND RESPONSIBILITIES.

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City. Subsequent to their separation, Employee agrees to remain available to the City for a period of ninety (90) days to respond, via Employee's preferred method of communication (i.e. phone or email), to occasional inquiries by the Administration regarding those matters Employee customarily handled. Employee also agrees to cooperate and assist the City in any pending litigation or litigation that may occur in the future that relates to the time period when Employee served as [POSITION]. Such agreement to cooperate and assist the City in pending and future litigation shall extend beyond the date of Employee's separation with the City. The City agrees to reimburse Employee for their time and travel and any other expenses incurred by Employee in their assistance to the City in such matters.

SECTION 16. MISCELLANEOUS TERMS.

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

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

shall be deemed effective the following business day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

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

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

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

[END OF AGREEMENT, SIGNATURES FOLLOW]

For the City of Urbana, Illinois

Employee

Mayor

[INSERT NAME]

Date

Date

Exhibits: A. Job Description
B. Offer Letter

DRAFT



EMPLOYMENT AGREEMENT (APPOINTED EMPLOYEES)

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

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

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

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

SECTION 1. TERM AND SCOPE OF AGREEMENT.

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

SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.

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

SECTION 3. COMPENSATION.

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

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

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

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

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

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

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

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

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

SECTION 5. WORK ENVIRONMENT.

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

SECTION 6. AUTOMOBILE. [optional if applicable]

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

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

SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.

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

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

SECTION 8. INDEMNIFICATION.

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

SECTION 9. BONDING.

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

SECTION 10. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.

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

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

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

SECTION 11. SEPARATION.

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

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

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

SECTION 12. SEVERANCE.

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

- A. **Severance Payment.** If, within the first year subsequent to the execution of this Agreement, Employee is separated ~~from within the first year of~~ employment as [POSITION]~~an appointed officer of the City~~ as provided in Section 11 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of the ~~ix~~ second year subsequent to the execution of this Agreement, ~~of Employment as an appointed officer of the City~~, Employee shall receive an additional two (2) weeks of severance upon separation, with an additional one (1) week of severance for each additional full year of service, to a maximum of ~~sixteentwenty~~ (1620) weeks of severance.
- B. **Timing of Severance Payment.** This severance shall be paid in between thirty-one (31) and sixty (60) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.
- C. **Final Payout.** Employee shall also be compensated for all accrued and unused vacation leave, and as much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 12 shall be subject to withholding as required by state and federal law.
- D. **COBRA.** Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 12.

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

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

SECTION 13. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.

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

SECTION 14. TRANSITION OF DUTIES AND RESPONSIBILITIES.

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City. [Subsequent to their separation, Employee agrees to remain available to the City for a period of thirty \(30\) days to respond, via Employee's preferred method of communication \(i.e. phone or email\), to occasional inquiries by the Administration regarding those matters Employee customarily handled. Employee also agrees to cooperate and assist the City in any pending litigation or litigation that may occur in the future that relates to the time period when Employee served as \[POSITION\]. Such agreement to cooperate and assist the City in pending and future litigation shall extend beyond the date of Employee's separation with the City. The City agrees to reimburse Employee for their time and travel and any other expenses incurred by Employee in their assistance to the City in such matters.](#)

SECTION 15. MISCELLANEOUS TERMS.

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

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

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

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

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

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

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

F. Severability. In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate

in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares an essential term of this Agreement to be null, void, and of no effect, and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court's declaration.

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

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

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

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

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

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

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

M. Default and Cure. In the event either Party defaults on any of that Party's obligation as set forth in this Agreement ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to send a written Notice of Default to the Defaulting Party

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

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

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

EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS [INSERT NUMBER OF PAGES] PAGES AND [INSERT NUMBER OF SECTIONS]

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

[END OF AGREEMENT, SIGNATURES FOLLOW]

For the City of Urbana, Illinois

Employee

Mayor

[INSERT NAME]

Date

Date

Exhibits: A. Job Description
B. Offer Letter

RESOLUTION NO. _____

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

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

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

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

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

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

Section 2. Council authorizes and directs the Mayor as designee to negotiate specific terms italicized and appearing within bracketof, enter into, and execute such contracts with City appointees in full-time, permanent positions on behalf of the City of Urbana.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 7, 2024 Committee of the Whole
Subject: An Ordinance Approving a Major Variance (Farmhouse Floor Area at 809 West Pennsylvania Avenue / Case No. ZBA-2024-MAJ-01)

Summary

Action Requested

City Council is being asked to approve a major variance to increase the maximum floor area ratio (FAR) from 0.50 to 0.73 to allow the replacement of an exterior fire stair with an enclosed stair tower at 809 West Pennsylvania Avenue, in the R-7 (University Residential) Zoning District.

Zoning Board of Appeals Recommendation

On September 18, 2024, the Zoning Board of Appeals (ZBA) reviewed and voted unanimously to recommend that Council approve a major variance to increase the maximum FAR to 0.73 with the condition that construction be in general conformance with the submitted site plan.

Relationship to City Services and Priorities

Impact on Core Services

Replacement of the exterior fire stair with an enclosed stair tower would have no impact on City services.

Strategic Goals & Plans

This would continue to be a group home residential use, which is in line with the 2005 Comprehensive Plan's designation for the future use of this property as "Residential."

Previous Council Actions

None.

Discussion

The attached Zoning Board of Appeals Staff Report and Minutes of the 9/18/2024 ZBA meeting (Attachment 2) contain additional background information and discussion.

Fiscal and Budget Impact

None.

Community Impact

No members of the public testified at the September 18, 2024, ZBA public hearing. Staff received one letter of support and one letter of objection.

Recommendation

Staff recommends that Council approve the major variance with one condition: construction must be in general conformance with the attached site plan, entitled “Farmhouse Fraternity – 809 West Pennsylvania Avenue – August 14, 2024” (Attachment 1). Approving the major variance would increase the maximum FAR, allowing an enclosed stair tower to be built in the same general location as the exterior fire stair, providing residents more sheltered building egress and internal circulation.

Next Steps

If approved, staff will record the major variance with the Champaign County Recorder’s Office, and the applicant may apply for building permits.

Attachments

1. An Ordinance Approving a Major Variance (Farmhouse Floor Area at 809 West Pennsylvania Avenue / Case No. ZBA-2024-MAJ-01)
2. Zoning Board of Appeals Staff Report and Minutes (9/18/2024)

Originated by: Marcus Ricci, AICP, Planner II

Reviewed: Kevin Garcia, Principal Planner

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

Case No. ZBA-2024-MAJ-01:

FARMHOUSE MAJOR VARIANCE: INCREASE FLOOR AREA FROM 0.50 TO 0.73

AT 809 WEST PENNSYLVANIA AVENUE

1. Staff report	2-6
2. Exhibits	7-27
3. Public comment	28-29
4. Draft minutes from 9/18/2024 ZBA public hearing	30-36

ATTACHMENT 2: ZBA STAFF REPORT
DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Item G1.



Planning Division

m e m o r a n d u m

TO: Urbana Zoning Board of Appeals

FROM: Marcus Ricci, AICP, Planner II

DATE: September 18, 2024

SUBJECT: **ZBA-2024-MAJ-01:** A request by Brant Muncaster, on behalf of Gary Luth dba Illinois Farmhouse Alumni Association, for a Major Variance to increase the maximum Floor Area Ratio from 0.50 to 0.73 at 809 West Pennsylvania Avenue in the R-7 (University Residential) Zoning District.

Introduction

On behalf of Gary Luth dba Illinois Farmhouse Alumni Association, Brant Muncaster (Reifsteck, Wakefield, Fanning & Company) requests a major variance to increase the maximum Floor Area Ratio (FAR) from 0.50 to 0.73 at 809 West Pennsylvania Avenue.

The Urbana Zoning Ordinance requires the Zoning Board of Appeals (“ZBA”) to review the variance application and hold a public hearing. The Board may recommend approval to City Council by a 2/3 majority vote, or approval with conditions to City Council by a 2/3 majority vote, or deny the request. The Board should either accept the specific staff findings or articulate their own specific findings based on that application’s criteria. Staff recommend the ZBA forward a recommendation to City Council to approve the major variance with one condition.

Background

The three-story brick house on this 21,162 ft² property was built in 1927. The original building was 9,950 ft², and there was also a 1,100 ft² accessory building on the site. In 1979, an addition was made which increased the total area of the house to 12,048 ft², and the accessory building was demolished. It has always served as a fraternity or sorority, and is currently the home of the Farmhouse Fraternity, which was chartered on the University of Illinois campus in 1914. The property owner would like to replace the exterior fire escape stairs on the west (Lincoln Avenue) side of the house with an enclosed stair tower, to provide both safer egress and improved interior circulation for residents. The building is already non-conforming with an FAR of 0.67, 34 percent higher than the maximum 0.50 FAR allowed in the R-7 district. Building an enclosed stair tower would increase the FAR from 0.67 to 0.73, 46 percent higher than the maximum allowed.¹

Description of Site and Area

The property is located at the southeast corner of West Pennsylvania and South Lincoln Avenues.² The chart on the next page identifies the current zoning, and existing and future land use of the site and surrounding properties (see Exhibits A, B, and C).

¹ Urbana Zoning Ordinance, Section VI-4.A. Floor Area and Open Space. Table VI-3. Development Regulations.

² Exhibit A – Location and Land Use; Exhibit E – Site Photos.

ATTACHMENT 2: ZBA STAFF REPORT

Item G1.

Direction	Zoning	Existing Land Use	Future Land Use
Site	R-7 (University Residential)	group housing – fraternity	Residential
North	R-2 (Single-Family Residential)	single-family residential	Residential
East	R-1 (Single-Family Residential)	University offices	Residential
South	R-7 (University Residential)	group housing	Residential
West	CRE (Conservation-Recreation-Education)	group housing – dormitory	Institutional

Table 1. Zoning and Land Use

Discussion

The applicant has been working with the property owner on a master plan for modernizing this property. Some renovations were already made during previous phases. As part of this round of renovations, the property owner would like to replace the exterior fire stairs with an enclosed stair tower to provide safer egress and improved interior circulation for residents (see Exhibit D – Application & Floor Plans). The current fire stair is usable but exposed to the elements: the enclosed stair tower would eliminate the risk of slips and falls from rain and ice. According to the applicant:

“Farmhouse wishes to provide safer exiting for the residents by replacing an aged fire escape with an enclosed stair tower providing a fire separated and weather protected way to egress the building. In general fire escape stairs have fallen into disfavor for a variety of reason including: unsightly appearance, possible icing in winter weather, expense of maintenance, unprotected windows next to fire escape in older buildings, and fear of heights raising objection to using fire escape stairs. Currently the second floor undesirably accesses the fire escape by traversing the single story roof on the southwest corner of the building, and then heading west connecting to the fire escape.”

The proposed stair tower would increase the FAR from 0.67 to 0.73: this increase would provide no additional livable space, as it is primarily designed for egress and travel between floor levels. It would be built in the same general location as the existing fire stairs. If the variance is granted, the property would still meet all other development regulations, including minimum required yards and minimum required parking. The applicant considered alternatives that were limited to the interior of the building’s footprint, but those would eliminate bedrooms, study areas, and common spaces. The applicant can provide more details about those alternatives, as they were not detailed in the application.

The zoning requirements for this property – and more specifically, the floor area requirements – have changed several times over the decades. The building was constructed twenty years before zoning was established in the city in 1950: there were initially no lot coverage regulations for this R-1 (One & Two-Family Residence) zoning district property. From 1962 to 1977, the property was zoned R-5 (Fraternities-Sororities), and there were still no lot coverage regulations. From 1979 to 1984, the property was zoned R-6 (High Density Multiple Family Residential), which had a maximum 1.40 FAR; when the addition was built in 1979, the 0.67 FAR was well under that maximum. In 1985, the City created the R-7 (University Residential) zoning district, which had an FAR of 1.40. In 1990, the City reduced the district’s FAR from 1.40 to 0.50, which resulted in 23 of the 41 buildings on R-7-zoned properties (56 percent) being rendered legally nonconforming.³

³ Ordinance No. 9091-62/Plan Case No. 1366-T-90.

Variance Criteria

Section XI-3 of the Urbana Zoning Ordinance requires the Zoning Board of Appeals to make findings based on variance criteria. The Zoning Board of Appeals must first determine, based on the evidence presented, whether there are special circumstances or special practical difficulties with reference to the parcel concerned, in carrying out the strict application of the ordinance. This criterion is intended to serve as a minimum threshold that must be met before a variance request may be evaluated.

The following is a review of the criteria outlined in the ordinance, followed by staff analysis:

1. *There are special circumstances or special practical difficulties with reference to the parcel concerned in carrying out the strict application of the ordinance.*

The special circumstance in this case is that the building, which was legally conforming when it was originally built and when it was expanded, was rendered legally non-conforming by a zoning amendment passed over sixty years after it was built, as did 22 other buildings in the same zoning district. To provide an enclosed egress would require either a variance or the loss of interior living space, the latter being a practical difficulty for the property owner.

Staff find this this criterion met.

2. *The proposed variance will not serve as a special privilege because the variance requested is necessary due to special circumstances relating to the land or structure involved or to be used for occupancy thereof which is not generally applicable to other lands or structures in the same district.*

The situation in this case that is not generally applicable to other structures in this zoning district, as the vast majority of the other 22 buildings do not have an exterior fire stair which would exceed the allowed FAR if it were enclosed.

Staff find this criterion met.

3. *The variance requested is not the result of a situation or condition having been knowingly or deliberately created by the Petitioner.*

The situation was not created by the Petitioner, but by a zoning amendment passed 60 years after the building was constructed. The requested variance would remedy this situation, and allow replacement of the existing fire stair with an enclosed stair tower.

Staff find this criterion met.

4. *The variance will not alter the essential character of the neighborhood.*

The proposed stair tower's footprint is around ten percent of the existing building. However, its location along Lincoln Avenue, and the fact that it covers two-thirds of the wall – including the chimney and several windows – means it would be a highly visible change in the view to passersby. To mitigate this change, the applicant has designed the addition to blend into the existing building by using similar building materials, color, and architectural features: brick, stone accents, decorative cornice, parapet style, and windows (Exhibit D – Application – Renderings). It will still be set back over 25 feet from the intersection, so it should not crowd the sidewalk or feel imposing to people walking by. According to the applicant, it will replace an “unsightly” old metal fire stair with a well-constructed addition. Most of the R-7 properties do not have exterior stairs, so enclosing one would

ATTACHMENT 2: ZBA STAFF REPORT

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not be out of character. The building's increased FAR may feel less out of character with the neighborhood, as the neighboring Chateau Normand was approved with an FAR of 0.68.⁴

Staff find this criterion partially met.

5. *The variance will not cause a nuisance to the adjacent property.*

The proposed stair tower would not create a nuisance at this time or in the future. The existing function of the area in question would remain as egress, as it has been for almost a century. The enclosure would merely replace a metal stair with a new, brick stair tower that is compatible with the existing building.

Staff find this criterion met.

6. *The variance represents generally the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.*

The requested variance represents generally the minimum deviation from the Zoning Ordinance's requirements to accommodate an enclosed egress for residents. The applicants investigated other options through modifying the interior of the building; all of these resulted in an unacceptable loss of living space. Enclosing the existing egress is the best solution to the problem of providing safer egress.

Staff find this criterion met.

Overall, staff find that five of the six criteria weigh in favor of granting the major variance, and one weighs partially in favor.

Public Notice and Input

Staff published a legal ad in The News-Gazette to notify the public of the request and public hearing 15 days prior to the Zoning Board of Appeals meeting. Staff sent letters to 28 neighboring property owners (within 250 feet of the subject property) notifying them of the request, and posted a public hearing sign on the property. Staff received no public input.

Summary of Findings

On behalf of Gary Luth dba Illinois Farmhouse Alumni Association, Brant Muncaster requests a major variance to increase the maximum Floor Area Ratio (FAR) from 0.50 to 0.73 at 809 West Pennsylvania Avenue.

1. The special circumstance which makes it difficult to comply with the Zoning Ordinance is that a Zoning Ordinance amendment rendered the building legally nonconforming sixty years after it was built.
2. The requested variance will not serve as a special privilege because most of the other buildings rendered legally nonconforming by the 1990 Zoning Ordinance amendment do not have an exterior fire stair which would exceed the allowed FAR if it were enclosed.
3. The requested variance would remedy a situation created by a 1990 Zoning Ordinance amendment.
4. The proposed stair tower would be a highly visible change to the current view to passersby,

⁴ Plan Case No. 2314-PUD-17.

ATTACHMENT 2: ZBA STAFF REPORT

Item G1.

although this change will be mitigated by the work to blend it into the existing building.

5. Replacing the exposed, aging metal fire stair with an enclosed stair tower would not create a nuisance at this time or in the future, as there is no proposed change in the use and minimal change to the footprint established almost a century ago.
6. The variance is the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.

Options

The Zoning Board of Appeals has the following options in Case No. ZBA-2024-MAJ-01: a major variance to increase the maximum floor area ratio:

1. Forward the case to City Council with a recommendation to **approve** the variance as requested based on the findings outlined in this memo; or
2. Forward the case to City Council with a recommendation to **approve the variance with certain terms and conditions**; or
3. **Deny** the variance request.

If the Urbana Zoning Board of Appeals elects to recommend conditions or recommend approval of the variances on findings other than those articulated herein, they should articulate findings accordingly.

Recommendation

Based on the evidence presented in the discussion above, and without the benefit of considering additional evidence that may be presented at the public hearing, staff recommends that the Zoning Board of Appeals recommend **APPROVAL** of the proposed Major Variance in case ZBA-2024-MAJ-01 with one condition:

1. Construction must be in general conformance with the attached site plan, entitled “Farmhouse Fraternity – 609 West Pennsylvania Avenue – August 14, 2024” (Attachment 1).

Attachments: Exhibit A: Location Map
Exhibit B: Zoning Map
Exhibit C: Future Land Use Map
Exhibit D: Variance Application with Site Plan
Exhibit E: Site Photos

cc: Brant Muncaster, RWFC, Applicant
Gary Luth, Illinois Farmhouse Alumni Association, Owner

Exhibit A - Location & Land Use



Case: ZBA-2024-MAJ-01
 Subject: Floor-Area Ratio Major Variance
 Location: 809 West Pennsylvania Avenue
 Applicant: Brant Muncaster, Applicant

/// Subject Property

Green Natural Resource-based
 Yellow Residential
 Red Commercial

Purple Industrial
 Blue Institutional
 Grey Transportation

Exhibit B - Zoning



Case: ZBA-2024-MAJ-01
 Subject: Floor-Area Ratio Major Variance
 Location: 809 West Pennsylvania Avenue
 Applicant: Brant Muncaster, Applicant

/// Subject Property

CRE R-2
 R-1 R-7

Exhibit C - Future Land Use



Case: ZBA-2024-MAJ-01
 Subject: Floor-Area Ratio Major Variance
 Location: 809 West Pennsylvania Avenue
 Applicant: Brant Muncaster, Applicant

/// Subject Property

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ATTACHMENT 2: ZBA STAFF REPORT
Exhibit D - Application with Site Plan



APPLICATION FOR ZONING BOARD OF APPEALS

The application fee must accompany the application when submitted for processing. For the current fee, please refer to the most recent version of the City's "Schedule of Fees - Excluding Liquor License Fees", which can be found at <http://www.urbanainlinois.us/fees>.

The Applicant is also responsible for paying the cost of **legal publication fees**. The News-Gazette will bill the applicant directly. Legal ad publication fees vary from \$75.00 and up.

NOTE: Fields marked with an * must be completed.

NOTE: If additional space is needed to complete any field, please mark "See Attached" and attach the response at the end of this application.

PROPERTY INFORMATION

Address/Location of Subject Site* **809 W. Pennsylvania Avenue**

Parcel/PIN # of Subject Site **93-21-17-352-008**

Lot Size **0.49 acres**

Current Zoning District **R-7 University Residential**

Current Land Use (*vacant, residence, grocery, factory, etc*)* **Residential- Fraternity**

Proposed Land Use* **Residential - Fraternity**

Legal Description

Lots 27, 28, 29 of University Heights Addition, Book E, Pg. 47

APPLICANT INFORMATION

Name of Applicant* **Brant Muncaster**

Applicant Business Name **Reifsteck Wakefield Fanning**

Applicant Mailing Address

Street # * **909**

Street Name* **Arrow Road**

Apartment #, Suite #, Etc. **Suite 4**

City* **Champaign**

State* **IL**

Zip* **61821**

Applicant Email Address* **bmuncaster@rwf-arch.com**

Applicant Phone* **(847) 902-0662**

Multiple Applicants* No ☒ Yes ☐

NOTE: Please attach documentation of additional applicants names and contact information.

Property Interest of Applicant(s)* **Architect**

ATTACHMENT 2: ZBA STAFF REPORT

Exhibit D - Application with Site Plan

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OWNER INFORMATION*



This property has one owner.



This property has multiple owners

NOTE: Please attach documentation of additional owners names and contact information.

Owner Name* **Gary Luth**

Owner Business Name **Illinois Farmhouse Alumni Association**

Owner Mailing Address

Owner Street #* **1450**

Street Name* **N. County Road 2680E**

Owner Apartment #, Suite #, Etc.

Owner City* **Allerton**

State* **IL**

Zip* **61810**

Owner Email Address* **gary.luth@gmail.com**

Owner Phone* **217-493-2258**

CONSULTANT INFORMATION

If you are working with an architect, engineer, surveyor, site planner, or attorney, please fill in their information below.



Architect Name **Elsa Reifsteck**

Architect Company **Reifsteck Wakefield Fanning & Company**

Architect Mailing Address **909 Arrow Road, Suite 4, Champaign, IL**

Architect Email Address **ereifsteck@rwf-arch.com** Phone **(217) 351-4100**



Engineer Name

Engineer Company

Engineer Mailing Address

Engineer Email Address

Phone



Surveyor Name

Surveyor Company

Surveyor Mailing Address

Surveyor Email Address

Phone



Attorney Name

Attorney Company

Attorney Mailing Address

Attorney Email Address

Phone

Exhibit D - Application with Site Plan

REQUEST INFORMATION

Permit Type* **Major Variance**

Purpose for Request* **Variance - Increase in Maximum Required Floor Area Ratio**

REQUEST INFORMATION:

Describe in Detail the Purpose for Request:

We request an increase in the maximum FAR from 0.50 to 0.73. The existing building, with the exterior fire escape, currently has an FAR of 0.67. Farmhouse wishes to provide safer exiting for the residents by replacing an aged fire escape with an enclosed stair tower providing a fire separated and weather protected way to egress the building. In general fire escape stairs have fallen into disfavor for a variety of reason including: unsightly appearance, possible icing in winter weather, expense of maintenance, unprotected windows next to fire escape in older buildings, and fear of heights raising objection to using fire escape stairs. Currently the second floor undesirably accesses the fire escape by traversing the single story roof on the southwest corner of the building, and then heading west connecting to the fire escape. The owner would like to alleviate all of these issues by replacing the fire escape with an enclosed stair tower resulting in an FAR of 0.73.

Describe the proposed use and its activities.

The enclosed egress stair addition would be used as an exit stair. It would be located off of the west facade of the existing building.

REASONS FOR VARIANCE:

Identify and explain any special circumstances or practical difficulties in carrying out the strict application of the Zoning Ordinance with respect to the subject parcel.

The current fire escape is properly located remotely from the second existing exit stair. While the fire escape is permitted to be replaced in the exact location and configuration, the owner would like to provide a safer enclosed stair. It should be noted that the building has exceeded the FAR already with the current fire escape, and that the enclosed stair will be designed up to current code requirements for fire separation, tread and riser dimensions, guardrails, etc.

Explain how the variance is necessary due to special conditional relating to the land or structure involved which are not generally applicable to the other property in the same district.

The property is directly on Lincoln Avenue, with the proposed stair facing Lincoln Avenue directly across from Pennsylvania Avenue Residence Hall. As the R-7 is intended to "protect adjacent residential districts from incompatible developments," allowing a safer enclosed stair to be added along Lincoln Avenue does not seem to violate the original intent of the district. The major difference between this site and other ones in the R-7 district lies in the uses directly next to it. To the South is another R-7 which is non-conforming with the R-7 FAR requirement. To the east is a property zoned as R-1, is owned by the University of Illinois, is used as offices, and has a FAR of 0.92. We were unable to find another property zoned as R-7 which did not directly border a single family residence.

Exhibit D - Application with Site Plan

Explain how the variance is not the result of a situation or condition that was knowingly or deliberately created by you (the Petitioner).

The Farmhouse property had higher FAR [maximum allowed] values in the past. For a period of time prior to 1979, the property was zoned as R-5 with a maximum FAR of 0.90. An addition in 1979 raised the FAR from 0.47 to 0.67. The 1983 zoning ordinance revisions created the R-7 "Dormitory District" with a maximum FAR of 1.40. In 1990 this changed to R-7 "University District" with a maximum FAR of 0.50. Therefore, up until 1990, the property was legally conforming to the FAR requirements. It wasn't until 1990 when a zoning change made the property legally non-conforming to the FAR requirements. This lower value severely restricts the property and doesn't allow adaptation to changing times and codes, when originally it would have had flexibility with the higher FAR values. And while the floor area is expanding, it is only for a stair for safety reasons.

Explain why the variance will not alter the essential character of the neighborhood.

While the FAR will be increased, the addition is minimal in size. The addition's design is intended to blend into the existing building, using the same materials and architectural accents & features. These measures include matching the existing brick, stone accents, the decorative cornice, parapet style, and windows. The addition will still be outside the 25' setback, so the views around the intersection will still be quite open. The project would be removing the old fire escape that is not very sightly, thus improving the look of the building and neighborhood. In addition, the building appears smaller than its FAR would suggest. This is because the third floor is 'hidden' within the roof volume, as the dormers suggest. Another item to note is that the addition is on the west side of the property, which is not adjoining the neighborhood. Finally, there are a few non-conforming properties in the neighborhood, including the property directly to the south.

Explain why the variance will not cause a nuisance to adjacent property.

The variance will not cause a nuisance as the addition will blend into the existing building as if it was always there. The exiting function of the fire escape is simply being enclosed, which should not create a nuisance adjacent properties.

Does the variance represent the minimum deviation necessary from the requirements of the Zoning Ordinance? Explain.

The variance request represents the minimal deviation required to add a safer, enclosed egress stair to the building, a valuable safety feature for the users of the fraternity.

ATTACHMENT 2: ZBA STAFF REPORT

Exhibit D - Application with Site Plan

Item G1.

NOTE: Contact the Planning Division if you need assistance: planning@urbanairillinois.us or 217.384.2440.

ATTACHMENTS

Please include any attachments relevant to your request:
supporting documents, site plans, photos, etc.

CERTIFICATION BY THE APPLICANT*

- ☒ I certify all the information provided in this application and any attachment(s) are true to the best of my knowledge and belief, and that I am either the property owner or authorized to make this application on the owner's behalf.
- ☒ I acknowledge that by submitting this application, I am granting permission for City staff to post a temporary yard sign announcing the public hearing to be held for my request on the property. I further acknowledge that my electronic or digital signature on this application has the full legal effect as that of my written signature.

Applicant's Signature*

Date* 8/14/24



PLEASE RETURN THE APPLICATION ONCE COMPLETED TO:

By emailing an pdf copy to Planning@urbanairillinois.us

Or

By mailing a paper copy to:

City of Urbana
Community Development Department Services
Planning Division
400 South Vine Street
Urbana, IL 61801

ATTACHMENT 2: ZBA STAFF REPORT

Exhibit D - Application with Site Plan

Item G1.



August 14th, 2024

Kevin Garcia
Zoning Administrator, Secretary of the Zoning Board of Appeals
Community Development
City of Urbana
400 South Vine Street
Urbana, IL 61801

Project: Farmhouse Fraternity, Renovation & Proposed Enclosed Egress Stair Addition
809 West Pennsylvania Avenue, Urbana, IL 61801

Re: Variance Application and Supporting Documentation

Mr. Garcia,

Reifsteck Wakefield Fanning & Co. (RWF) has been commissioned to design Farmhouse's interior renovation and proposed enclosed egress stair addition. The portion of the project that affects zoning is the enclosed egress stair that is proposed to be located on the west side of the building. Farmhouse's property is zoned R-7 University District with a maximum floor area ratio (FAR) of 0.50. Farmhouse's existing building's FAR is currently 0.67 with the egress stair increasing it to 0.73. While Farmhouse has an existing fire escape stair on the west side, fire escapes have fallen out of favor for a few reasons. These reasons include that they are not visually appealing, they provide no protection from an adjacent fire, people with fear of heights will typically avoid them, they don't protect users during inclement weather, they can ice up, and they require regular maintenance to keep them from deteriorating. For these reasons, Farmhouse prefers an enclosed stair. Therefore, Farmhouse wishes to pursue a major zoning variance to allow the increase to the FAR. See attached application. Supporting Documentation includes a proposed site plan, rendering looking south, existing conditions rendering looking southeast, new work rendering looking southeast, existing conditions photos, and floor plans.

Sincerely,

Brant Muncaster
Reifsteck Wakefield Fanning & Co.

Exhibit D - Variance Application with Site Plan

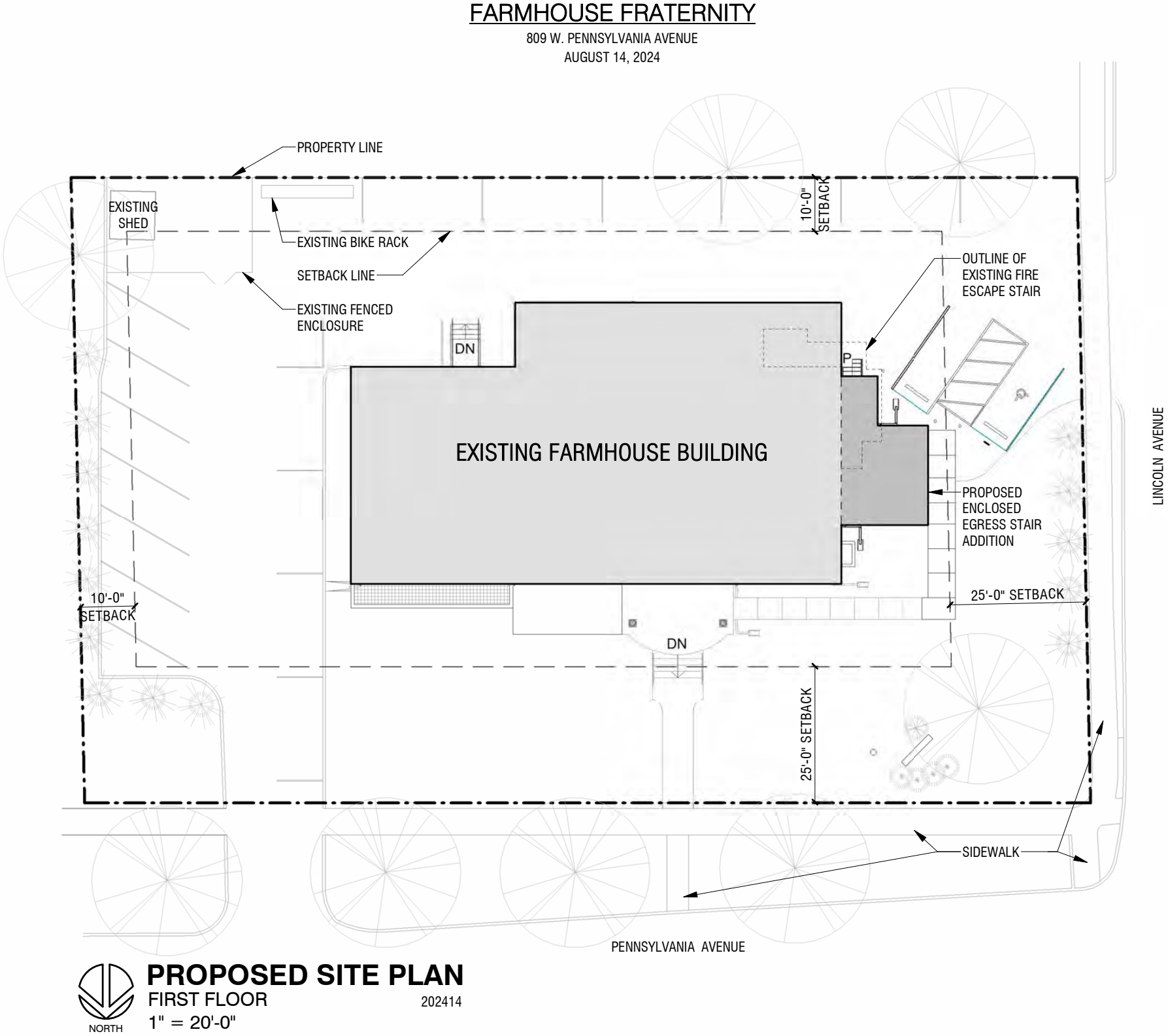


Exhibit D - Variance Application with Site Plan

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PERSPECTIVE LOOKING SOUTH

202414

Exhibit D - Variance Application with Site Plan

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PERSPECTIVE LOOKING SOUTHEAST - EXISTING CONDITIONS

202414



Exhibit D - Variance Application with Site Plan

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PERSPECTIVE LOOKING SOUTHEAST - NEW WORK

202414



Exhibit D - Variance Application with Site Plan

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



EXISTING CONDITIONS, LOOKING EAST AT WEST FACADE



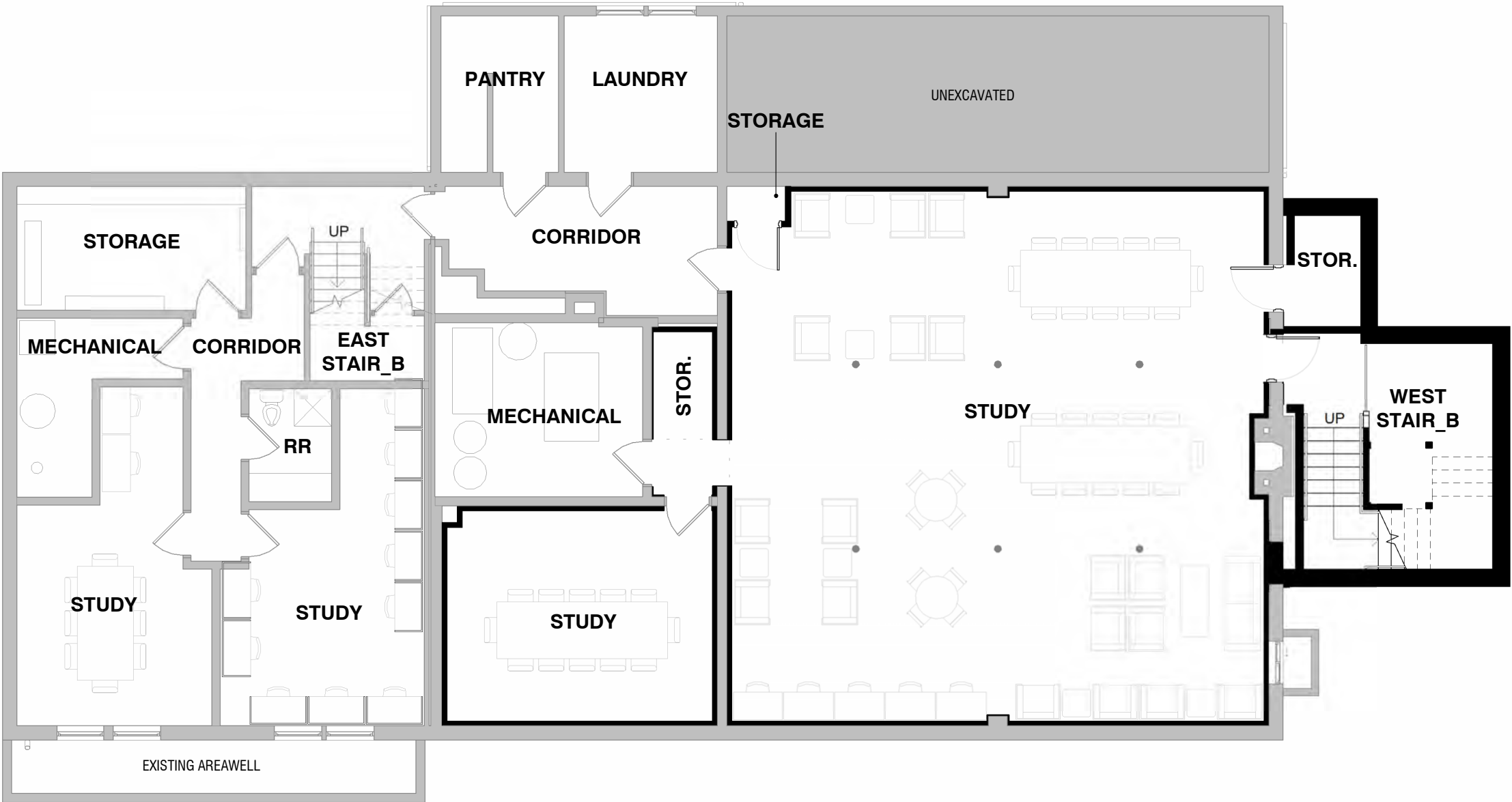
EXISTING CONDITIONS, LOOKING SOUTHEAST

202414

Exhibit D - Variance Application with Site Plan

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024

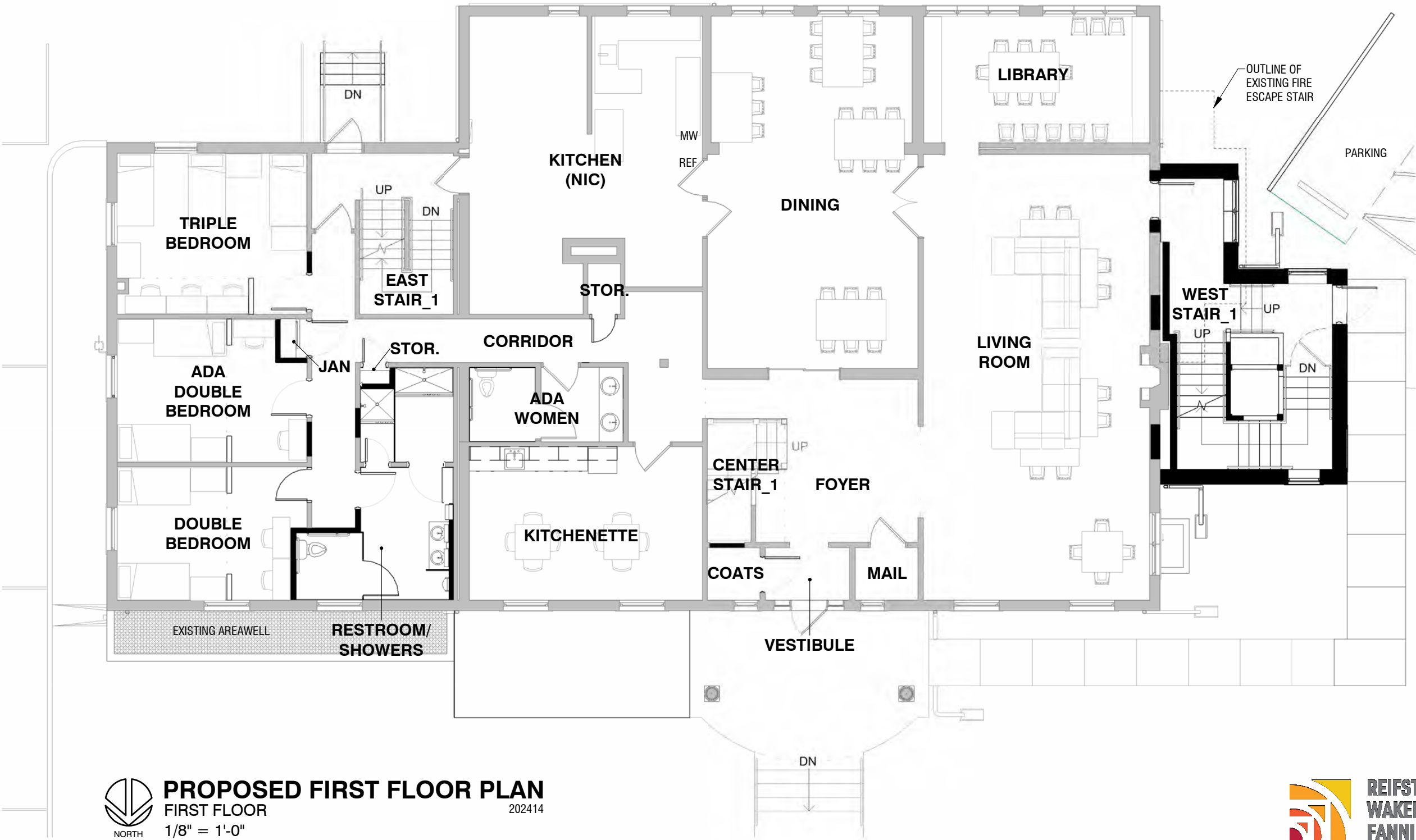


 **PROPOSED BASEMENT PLAN**
BASEMENT
202414
1/8" = 1'-0"

Exhibit D - Variance Application with Site Plan

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PROPOSED FIRST FLOOR PLAN
FIRST FLOOR
1/8" = 1'-0"
202414



Exhibit D - Variance Application with Site Plan

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024

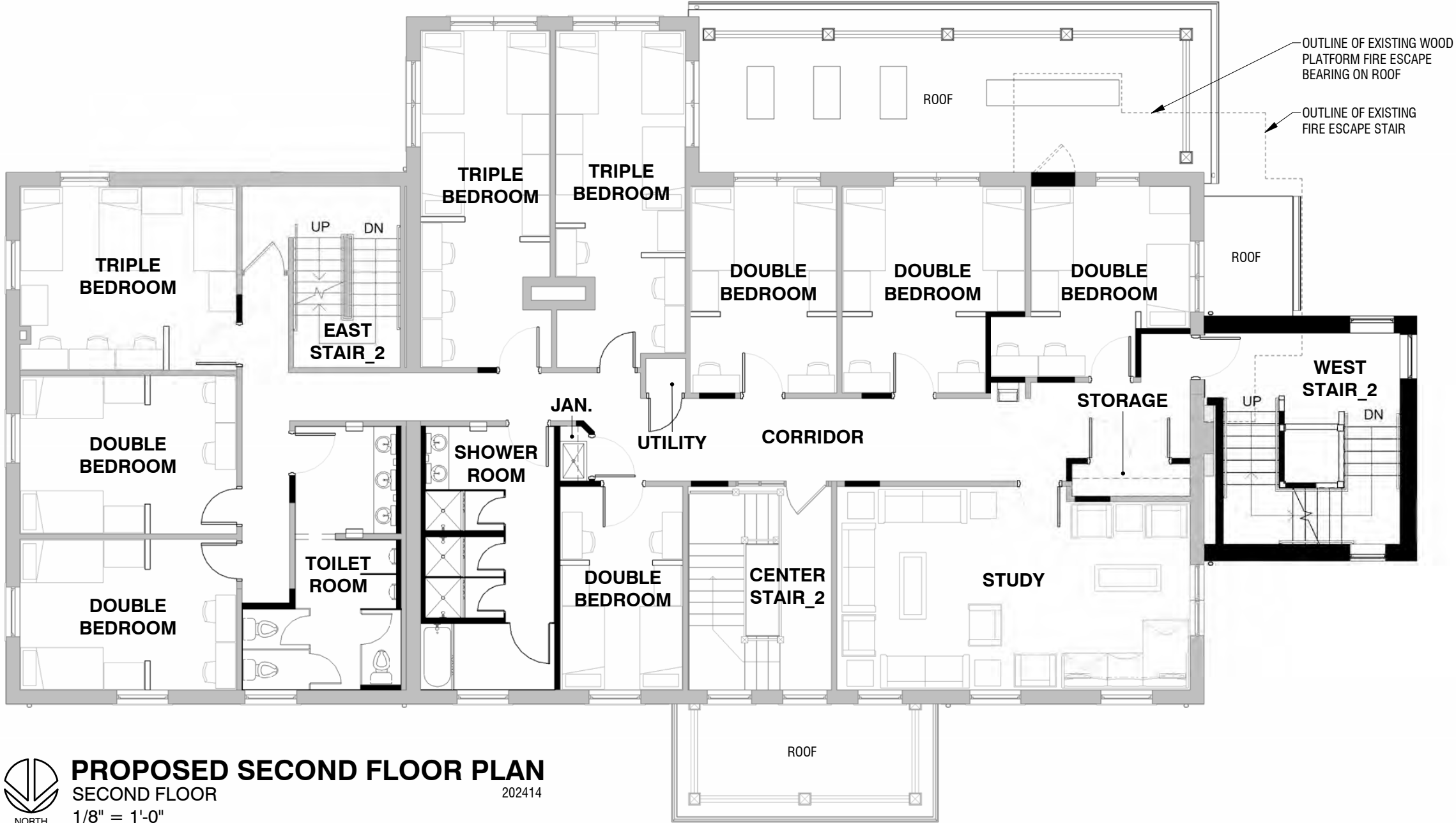


Exhibit D - Variance Application with Site Plan

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024

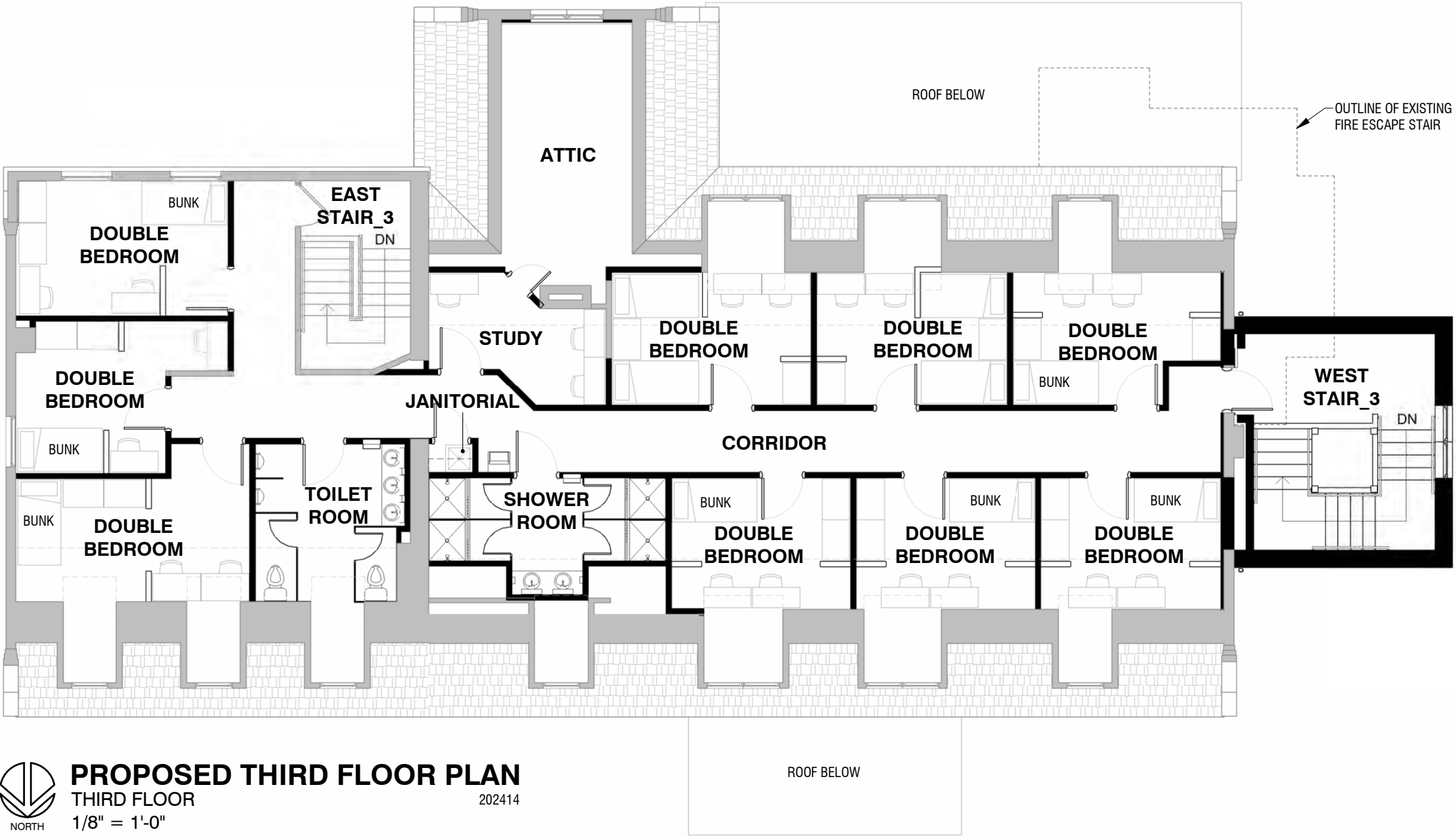


Exhibit E – Site Photos



Figure 1. southwest corner, facing northeast (note fire stair prominence)



Figure 2. southwest corner, facing east (note roof access to fire stair)

Exhibit E – Site Photos



Figure 3. Pennsylvania Avenue, facing south (note fire stair extent)



Figure 4. 1973 aerial (note location of (future?) fire stair)

Exhibit E – Site Photos

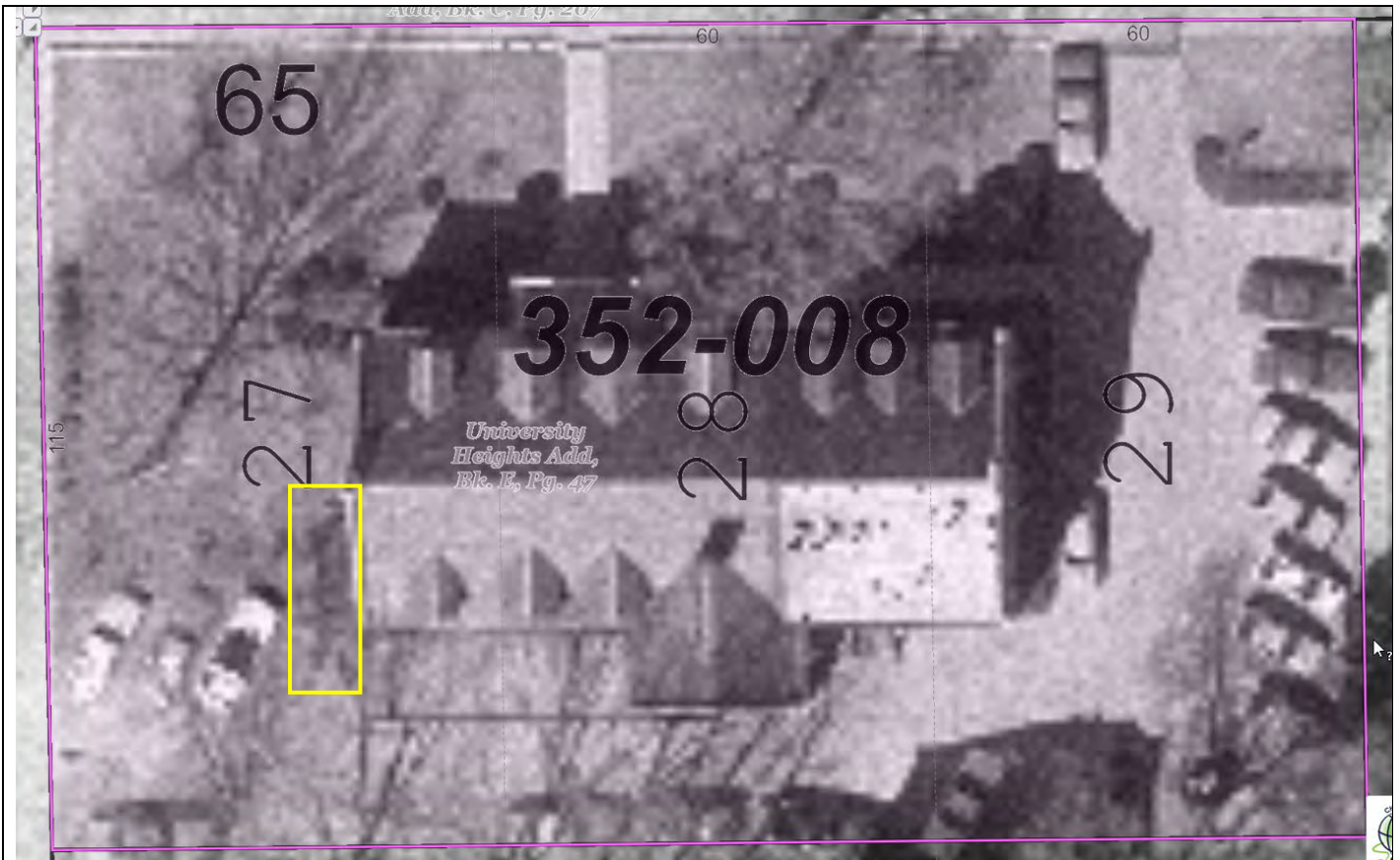


Figure 5. 1988 aerial (note fire stair location)



Figure 6: 2023 aerial (note fire stair location)

Ricci, Marcus

From: <redacted>
Sent: Thursday, September 12, 2024 1:40 PM
To: Ricci, Marcus
Cc: !Planning
Subject: RE: 809 West Pennsylvania Avenue - Variance ZBA-2024-MAJ-01.

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

Use caution when clicking on links or opening attachments.

Marcus,

Thanks for the info. Two thoughts/suggestions:

1. Parking spaces. I hope the project does not result in loss of existing parking spaces in the Farmhouse (FH) lot. Their lot usually seems over-full. As an aside, the FH lets my family/visitors use their lot during holidays, which is very nice of them.
2. Traffic safety. The existing property shrubs seem to impact the southward view visibility at the Pennsylvania/Lincoln intersection for drivers/vehicles on Pennsylvania facing west, as they look south. The variance application suggests the setback addresses this. I hope the renovation does not make visibility worse or maybe even improves it. I really like the shrubs but something shorter or relocated could improve visibility.

In general, the proposed upgrade sounds beneficial and attractive.

Thanks,
Dave Schwenk
812 W. Pennsylvania Ave
(directly across the street from FH)

ATTACHMENT 2: ZBA STAFF REPORT

Item G1.

Ricci, Marcus

From: Sarah McEvoy <<redacted>>
Sent: Wednesday, September 18, 2024 1:35 PM
To: Ricci, Marcus
Subject: 809 West Pennsylvania Avenue - PUBLIC INPUT - ZBA-2024-MAJ-01 - Fwd: Farmhouse Variance Request

*** Email From An External Source ***

Use caution when clicking on links or opening attachments.

Dear Marcus Ricci and the Zoning Board of Appeals Members,

We live at 805 W. Michigan Ave., within shouting distance to the Farmhouse. Thank you for sending the letter to inform us about the major variance request for a legally non-conforming fire stairs at 809 W. Pennsylvania.

We oppose an increase from the already legally non-conforming FAR of 0.67 to an even bigger violation of the City of Urbana ordinance.

We urge the Zoning Board of Appeals to oppose an increase in the Floor Area Ratio, out of respect for the ordinance for the R-7 zoning district and for nearby residents.

What is the point of an ordinance if the Illinois Farmhouse Alumni Association violates it twice, with city help?

There is a way for students to be safe and save money, by rebuilding, within the allowable FAR.

Thank you,
Sarah McEvoy and Huseyin Sehitoglu
805 W. Michigan Ave.

ATTACHMENT 2: ZBA STAFF REPORT

Item G1.

September 4, 2024

MINUTES OF A REGULAR MEETING

URBANA HISTORIC PRESERVATION COMMISSION

DATE: September 4, 2024

DRAFT

TIME: 7:00 p.m.

PLACE: City Council Chambers, 400 South Vine Street, Urbana, Illinois

MEMBERS ATTENDING: David Hays, Dennis Roberts, Trent Shepard, Angela Urban

MEMBERS EXCUSED: Laura O'Donnell, Andrew Weiss

STAFF PRESENT: Marcus Ricci, Planner II; Teri Andel, Planning Administrative Assistant

OTHERS PRESENT: Susan Appel

A. CALL TO ORDER and ROLL CALL

Chair Urban called the meeting to order at 7:00 p.m. Roll call was taken, and a quorum was declared present.

B. CHANGES TO THE AGENDA

There were none.

C. APPROVAL OF PREVIOUS MINUTES

The minutes of the April 3, 2023, regular meeting of the Historic Preservation Commission were presented for approval.

Ms. Andel noted a change to add Phyllis Williams to the list of **Others Present**.

Mr. Shepard suggested changing BPAC to Bicycle and Pedestrian Advisory Commission on the top of Page 4.

Mr. Shepard moved to approve the minutes of April 3, 2024, as revised. Mr. Roberts seconded the motion. The motion to approve the revised minutes was approved by unanimous voice vote.

D. WRITTEN COMMUNICATIONS

There were none.

September 4, 2024

E. AUDIENCE PARTICIPATION

There was none.

F. CONTINUED PUBLIC HEARINGS

There were none.

G. OLD BUSINESS

There was none.

H. NEW PUBLIC HEARINGS

There were none.

I. NEW BUSINESS

There was none.

J. MONITORING OF HISTORIC PROPERTIES

Mr. Ricci stated that staff has not done any monitoring since the previous Historic Preservation Commission meeting. He asked if any of the Commission members had monitored any historic properties.

Chair Urban inquired about the opening date for Hotel Royer. Mr. Ricci replied that an opening date has not been set as of now. The Certificate of Appropriateness is still open for the exterior renovations

K. STAFF REPORT

Mr. Ricci reported on the following:

Items of Interest:

- **R-7 Adaptive Reuse Inquiries**

Mr. Ricci noted that there has been interest in the R-7 properties, and people seem to be happy that they have additional options for redeveloping the properties, especially into multi-family. They like that there is an allowance that does not require them to add additional parking for approved uses. To date, we have had one adaptive reuse project for 606 West Washington, which was to turn the existing building into apartments.

- **Landmarking Inquiries**

Mr. Ricci stated that City staff has not received any recent landmarking inquiries. Staff has their fingers crossed that First United Methodist Church is still interested in doing a local landmark nomination in addition to being put on the National Register Listing for Historic Places.

September 4, 2024

- **HPC Bylaws Review**

Mr. Ricci recalled that staff had reviewed the HPC bylaws and proposed updates in the language back in February of 2024. He explained that staff will be taking the draft bylaws to the new City Attorney, Matt Roeschley, to get a legal perspective on the proposed language, and then will present a revised version to the Commission at a future meeting.

- **CLG Grant Opportunity**

Mr. Ricci explained that CLG stands for Certified Local Government. Jurisdictions that meet certain requirements, including having a historic preservation commission, a preservation ordinance, an active monitoring program, and an inventory of historic properties, are eligible for local government certification with the State of Historic Preservation office.

He went on to say that the City of Urbana has been a CLG for several years. A CLG can apply for a grant to help fund projects. The last project the City of Urbana did was in 2015 and was a historic preservation website with an interactive map. Unfortunately, the online platform that the interactive map was based on is no longer functioning so the City of Urbana is without an interactive map.

Mr. Ricci mentioned that he met with the State of Illinois' CLG Coordinator, Jon Pressley, and they talked about the next cycle for grants. Mr. Pressley told him that the State hopes to have another round of grants in September. One can look on the State's website and find the application. While the grant application can be competitive, quite often the State does not award all of their funding.

He talked about the possibility of the Historic Preservation Commission pursuing projects in the future using CLG grant money. Mr. Hays recited the types of projects from the State's website that can be funded with a CLG grant.

Mr. Hays suggested that the Commission seek funding to hire a professional firm to layout a web platform. He did not believe it should cost a lot since the information is already gathered. The web platform could be set up where the City could amend it by adding new content and removing old content, and the City would never have to hire someone again to set it up. He stated that he would be interested in working with colleagues in putting together a CLG application for this project, if it is of interest to other Commission members and staff.

Mr. Ricci stated that he did not believe that there is a cap on the amount one can request in a grant application for a project. He pointed out that an application would require a budget, so someone who wants to work on completing an application to submit would have to bring a skillset for grant writing.

Chair Urban commented that writing the grant application is one part of a project. The other part is the actual execution of a project. She understands that City staff does not have the ability to write a grant application. Would City staff be able to help with the execution of a

ATTACHMENT 2: ZBA STAFF REPORT

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project? Mr. Ricci replied that it all depends on the project. If a grant is approved to hire a firm to design and install signage on historic properties, then this is not staff intensive. And amending content on an interactive map that has already been set up by a firm would take minimal staff time and could be something that staff could do.

Mr. Hays noted that the State website says that the grant cannot cover more than 70% of the project budget. Mr. Ricci said that Mr. Pressley had told him that the 30% which the City would be responsible for could include staff or volunteer time. The City Council does not have a priority for historic preservation, so we have to do future projects at basically zero dollar out of the City's pocket.

Mr. Roberts talked about a project that he would like to work on, which is signage for properties in the Royer District in downtown Urbana. He handed out information regarding the Royer District that was established in 2007 by City Council. He stated that tourists walking in Downtown Urbana could learn the history of unique buildings by reading signage that would be placed on specific buildings. He talked about the design of signs, which was created over 15 years ago, having a historic look to match the historic look of a building. He reviewed the list of signs that have been created already, and who paid for each sign. He also talked about the buildings that still need signage.

He went on to talk about free-standing signs versus wall-mounted signs and the cost for each. He would like to see the City share the cost of installing the signs on the buildings, especially like Canaan Baptist Church who cannot afford to pay for the sign and its installation.

Mr. Roberts talked about the Royer District brochure for properties in Downtown Urbana and about possibly updating it as a future project. He mentioned that the Royer District in Downtown Urbana was never adopted by the Historic Preservation Commission because there is already a historic district called the Royer District on Oregon and Busey, which was Joseph Royer's home.

Mr. Ricci stated that any of the Commission members could work on writing a grant application individually or as a group. He said that a letter in support from the Historic Preservation Commission, City Council and or the Mayor of Urbana would be great to include in the grant application when it is submitted to the State.

Chair Urban inquired about the cost for signage. Mr. Roberts replied that five years ago, wall signs cost \$600 each and freestanding signs cost \$900 each. However, the cost has increased since then and wall plaques now cost about \$925 each and freestanding signs cost about \$1,300 each. A sign takes about 2-1/2 to 3 months to produce and is created by Ing Graphics, which is an extremely well-known sign company out of St. Louis. He mentioned that the signs are durable too.

Mr. Ricci stated that as technology and connectivity with people continues to evolve, he sees a lot of educational sign programs going towards smaller signs, larger print, more pictures, and less text. Some even use QR codes on signs to direct people to a website if they want a

September 4, 2024

full description. Putting a lot of the text online would allow the text on the sign to be larger and easier to read from a distance, and it would end up being less expensive.

Mr. Roberts mentioned an idea for another project would be to create guidelines for new development or redevelopment in a historic district. Design guidelines would not have to be mandatory but more suggestive. However, if a property owner wanted to be a good partner to the community and have their building design be in rhythmic harmony with the other buildings on the block, then the design guidelines could show them how to accomplish this. Mr. Ricci pointed out that Planning staff did ask the Executive staff in April of 2024 and was informed that the City Council and the City's Executive Department would not support or direct resources to historic district design guidelines. Mr. Roberts replied that if it is because they cannot spend staff time working on this, he would not mind creating a set of guidelines. It would not be hard to find guidelines that exist in other communities or even in our own community that could be used as a template.

Mr. Hays stated that one example for a project mentioned on the State's website for being eligible for a CLG grant includes revising planning documents. If the Commission is interested, one of the members could contact the State's Historic Preservation Office to see if creating design guidelines for the Main Street Historic District would qualify for a CLG grant to be certain. Mr. Ricci suggested that the Commission think about updating the Historic Preservation Plan at some point. It was created in 1998. It could be revamped to lay out priorities that the Historic Preservation Commission wants to take on, possibly new goals and objectives, and implementation and action steps.

Mr. Ricci stated that this may be a way to get the interest of our citizens and our leaders. Mr. Roberts said if the City does not support historic preservation or if the City Council is not interested in the Commission and our work, then what are we doing? We need to be engaging the City Council and the community more. Mr. Ricci agreed they need to take steps such as the Royer District signage and working on the interactive map to educate people on what we have here in the City of Urbana. Then, we can start taking bigger steps to educate. Mr. Hays felt that if we follow the trend in the community and link historic preservation to adaptive reuse, then people will get excited as they do with other things.

Mr. Ricci stated that the Commission members and staff can coordinate on who wants to work on what CLG grant applications. He will then let Mr. Pressley at the State know that the City's Historic Preservation Commission is interested in grant funding for specific projects, and he can keep City staff updated when the grant cycle will begin and the deadline for applying. He reviewed other possible ideas for CLG application projects listed on the staff report.

• **Preservation Month Activities**

Mr. Ricci stated that we had a great tour last May that was planned by Pastor Bob Freeman and Dr. Kathryn Holliday. There were about 30 people who participated.

He talked about the possibility of having a Mid-Century Modern Housing Tour in May of 2025. Dr. Holliday and some of her graduate students are planning the tour.

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Mr. Hays mentioned that he and Professor Holliday are part of a group of people who are curating an exhibition that will be at the Krannert Art Museum from January 2025 to July 2025. It is called "Making Place for the Arts at Home" and will be looking at three houses primarily by three architects (Jack Baker, John Replinger, and Dick Williams). The idea of the exhibit is not to focus on the houses but rather to think about the ways in which houses were built by these architects as homes to domesticate the arts, places where performances would take place. He noted that there will be walking tours of places along the way. There are photographs of each house in great detail that are foregrounding both their strengths and their problems. Part of the purpose is to draw attention to the fact that houses need care, even Mid-Century Modern houses. It is showing that these are places where a lot of things happened and they are worthy of continuing attention because of their continuing potential.

On a separate topic, Mr. Shepard asked if there are any vacancies on the Historic Preservation Commission. Mr. Ricci said yes, there is one vacancy. He stated that if any of the members know of someone that would be qualified to serve on the Historic Preservation Commission to please encourage the person to apply.

Mr. Shepard asked if there was a plaque for the Van Doren House. Mr. Ricci said yes. He has it and three other plaques that need to be installed. He will reach out to David Seyler to assist in getting the plaques installed. He mentioned that he would love to work with UPTV (Urbana Public Television) staff to record the installation of the signs, including and interviewing the homeowners explaining why they felt it was important to landmark their home, and using this as an educational opportunity.

- **CLG Administration**

Mr. Ricci stated that he submitted the 2023-2024 CLG Annual Report to the State. He noted that the Historic Preservation Commission must hold four meetings per year. He also mentioned that members are strongly encouraged to participate in at least one continuing education professional development training/conference/course each year.

Chair Urban stated that it is hard for the members to know when there will be a meeting or when it will be cancelled. It seems like many of the meetings have been cancelled in the last year. Mr. Ricci stated that Historic Preservation Commission meetings are scheduled for the first Wednesday of every month. In the past, Planning staff was directed to cancel a meeting if we did not have a case. He believes that thinking has now changed. In the future, if a member wants to add a topic to be discussed on a meeting agenda, the member should email the topic idea and some details to the Chair and to him, as the Secretary to the HPC. He will work with the Chair to figure out if the topic is valid or whether they have enough to talk about to hold a meeting when there are no cases. Chair Urban said that this will help keep momentum going, especially for planning activities for Historic Preservation Month.

Historic Property Activities:

- **Landmarking and Districts**

Mr. Ricci reiterated that the Canaan Missionary Baptist Church was approved as a local landmark in June 2023.

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- **Certificates of Appropriateness in Progress or Review**

Mr. Ricci talked about the status of the Certificate of Appropriateness for 8 Buena Vista Court and two Certificates of Appropriateness for 210 South Race Street.

- **Certificates of Appropriateness: Information Provided at June 7, 2023 meeting**

Mr. Ricci confirmed that a Certificate of Appropriateness does not expire and is transferrable to a new owner of a property.

L. STUDY SESSION

There was none.

M. ANNOUNCEMENTS

There was none.

N. ADJOURNMENT

Chair Urbana adjourned the meeting at 8:05 p.m.

Submitted,



Marcus Ricci, AICP
Historic Preservation Commission Secretary

ORDINANCE NO. _____**AN ORDINANCE APPROVING A MAJOR VARIANCE**

(Farmhouse Floor Area at 809 West Pennsylvania Avenue / Case No. ZBA-2024-MAJ-01)

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, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the Urbana Zoning Ordinance provides for a major variance procedure to permit the Zoning Board of Appeals and the Corporate Authorities to consider applications for a major variance where there is a special circumstance or condition with a parcel of land or a structure; and

WHEREAS, Gary Luth dba Farmhouse Alumni Association, requests a major variance to increase the maximum Floor Area Ratio (FAR) from 0.50 to 0.73 at 809 West Pennsylvania Avenue in the R-7 (University Residential) Zoning District; and

WHEREAS, the Zoning Board of Appeals held a public hearing on this request at 7:00 p.m. on September 18, 2024, in Case ZBA-2024-MAJ-01; and

WHEREAS, in accordance with Urbana Zoning Ordinance Section XI-10, due and proper notice of such public hearing was given by publication in *The News-Gazette*, a newspaper having a general circulation within the City, on a date at least 15 days but no more than 30 days before the time of the public hearing, and by posting a sign containing such notice on the real property identified herein; and

WHEREAS, the Zoning Board of Appeals voted four ayes and zero nays to forward the case to the Urbana City Council with a recommendation to approve the requested variance, with one condition; and

WHEREAS, the City Council finds that the requested variance conforms with the major variance procedures in Section XI-3.C.2.(e), of the Urbana Zoning Ordinance; and

WHEREAS, the City Council has considered the variance criteria established in the Urbana Zoning Ordinance and has made the following findings of fact:

1. The special circumstance which makes it difficult to comply with the Zoning Ordinance is that a Zoning Ordinance amendment rendered the building legally-nonconforming sixty years after it was built.
2. The requested variance will not serve as a special privilege because most of the other buildings rendered legally nonconforming by the 1990 Zoning Ordinance amendment do not have an exterior fire stair which would exceed the allowed FAR if it were enclosed.
3. The requested variance would remedy a situation created by a 1990 Zoning Ordinance amendment.
4. The proposed stair tower would be a highly visible change to the current view to passersby, although this change will be mitigated by the work to blend it into the existing building.
5. Replacing the exposed, aging metal fire stair with an enclosed stair tower would not create a nuisance at this time or in the future, as there is no proposed change in the use and minimal change to the footprint established almost a century ago.
6. The variance is the minimum deviation from requirements of the Zoning Ordinance necessary to accommodate the request.

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

Section 1.

In Case No. ZBA 2024-MAJ-01, the major variance requested by Gary Luth dba Farmhouse Alumni Association, to increase the maximum Floor Area Ratio (FAR) from 0.50 to 0.73 is hereby approved in the manner proposed in the application with the following condition: that construction must be in general conformance with the attached site plan, entitled “Farmhouse Fraternity – 809 West Pennsylvania Avenue – August 14, 2024” (Attachment 1). The major variance described above shall only apply to the property located at 809 West Pennsylvania Avenue, more particularly described as follows:

Lots 27, 28, 29 of University Heights Addition, Book E, Pg. 47

Commonly known as 809 West Pennsylvania Avenue
P.I.N.: 93-21-17-352-008

Section 2.

Upon approval of this Ordinance, the City Clerk is directed to record a certified copy of this Ordinance with the Champaign County Office of Recorder of Deeds. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

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

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

AYES:

NAYS:

ABSTENTIONS:

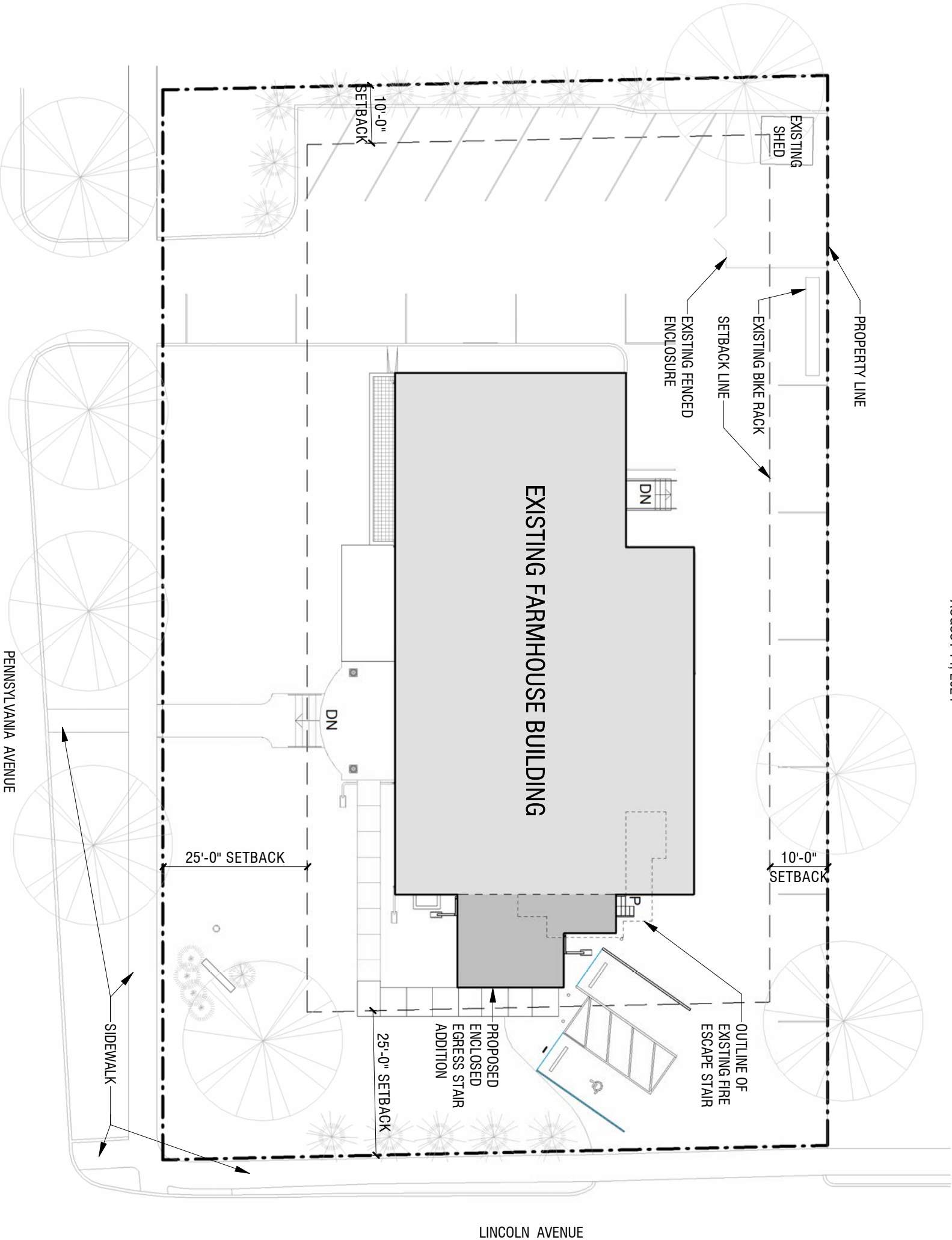
Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

FARMHOUSE FRATERNITY

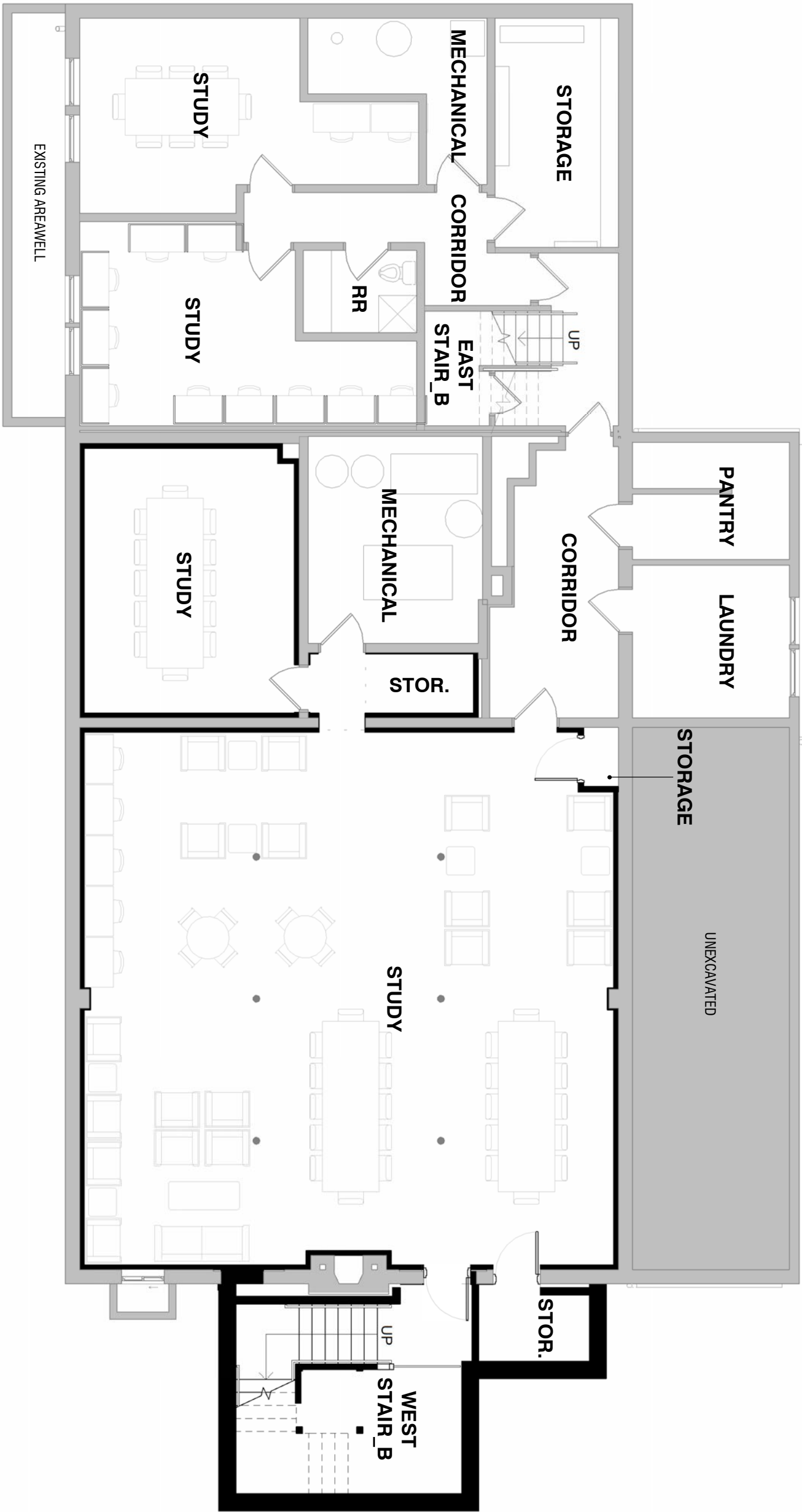
809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PROPOSED SITE PLAN
FIRST FLOOR
1" = 20'-0"
202414

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



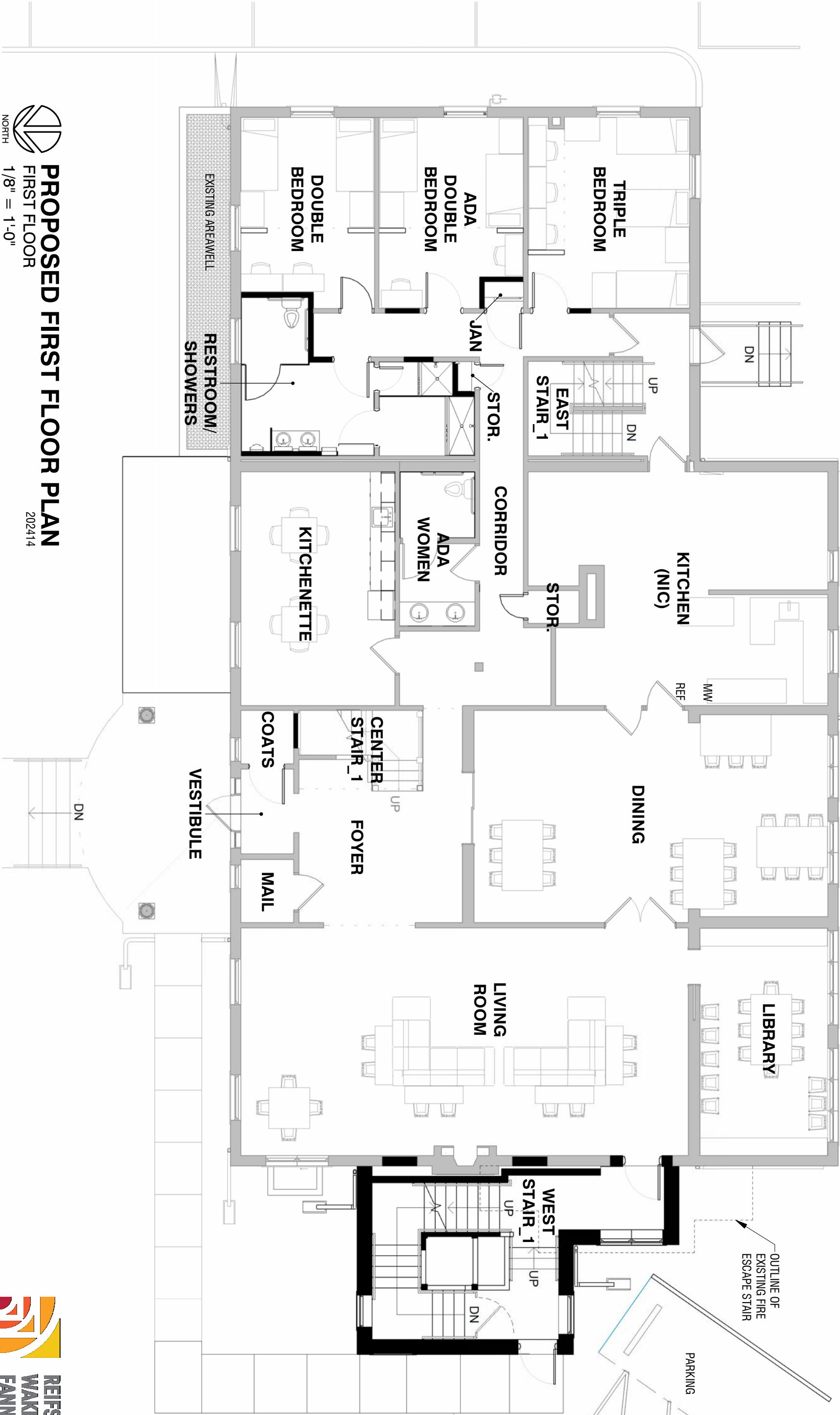
ATTACHMENT 1


PROPOSED BASEMENT PLAN
BASEMENT
1/8" = 1'-0"
202414

FARMHOUSE FRATERNITY

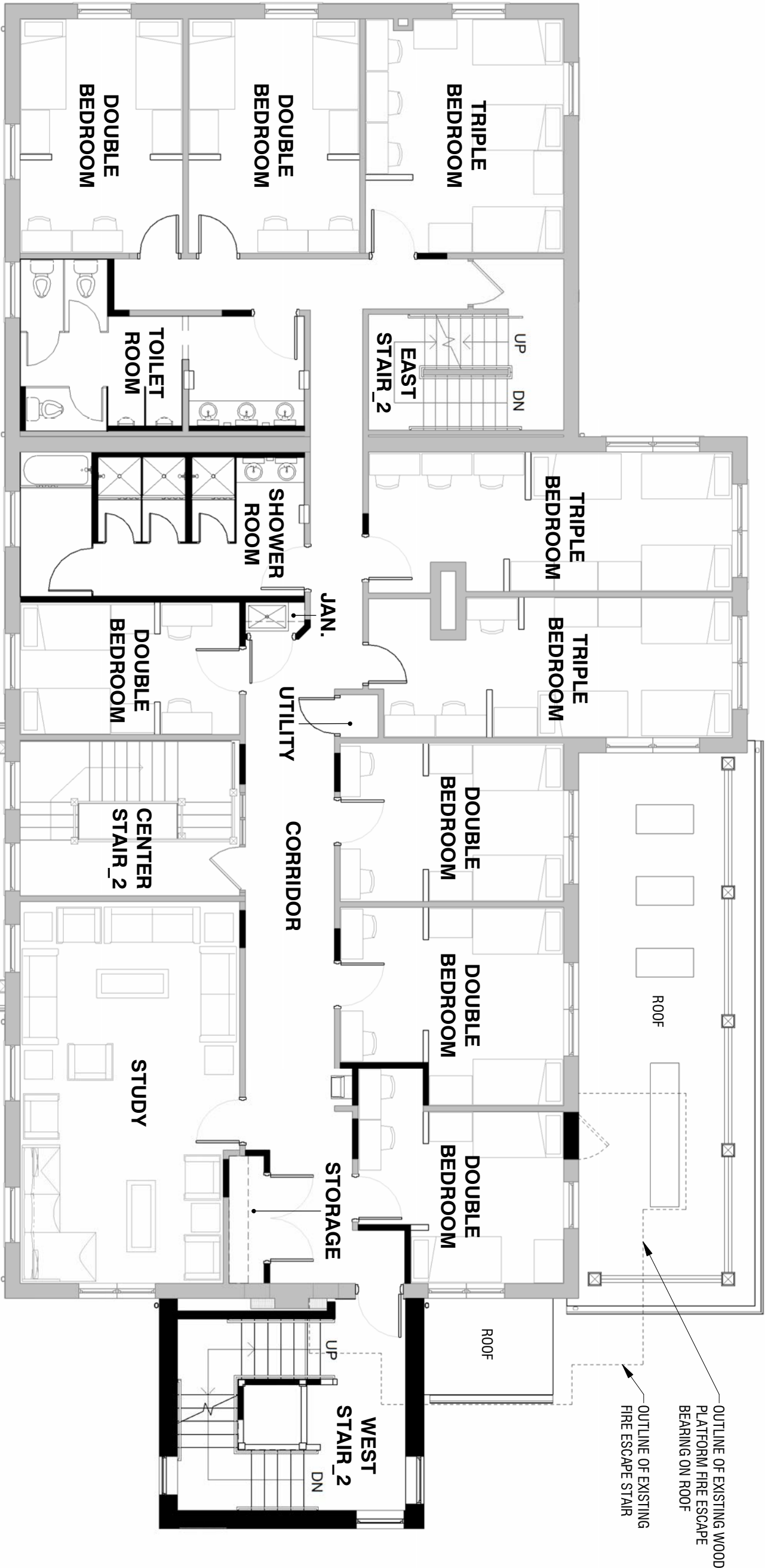
809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024

ATTACHMENT 1



FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024

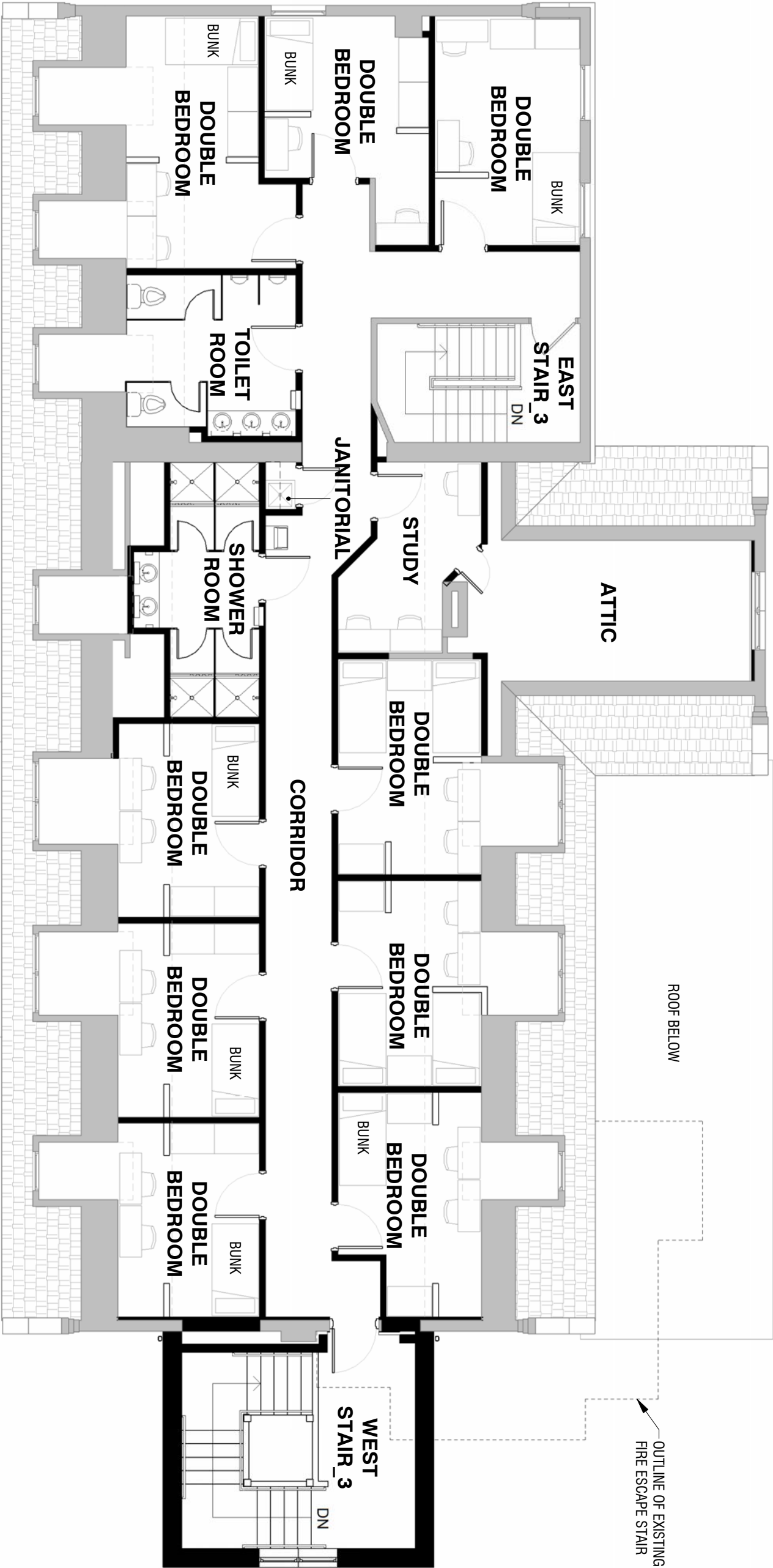


ATTACHMENT 1

PROPOSED SECOND FLOOR PLAN
SECOND FLOOR
1/8" = 1'-0"
202414

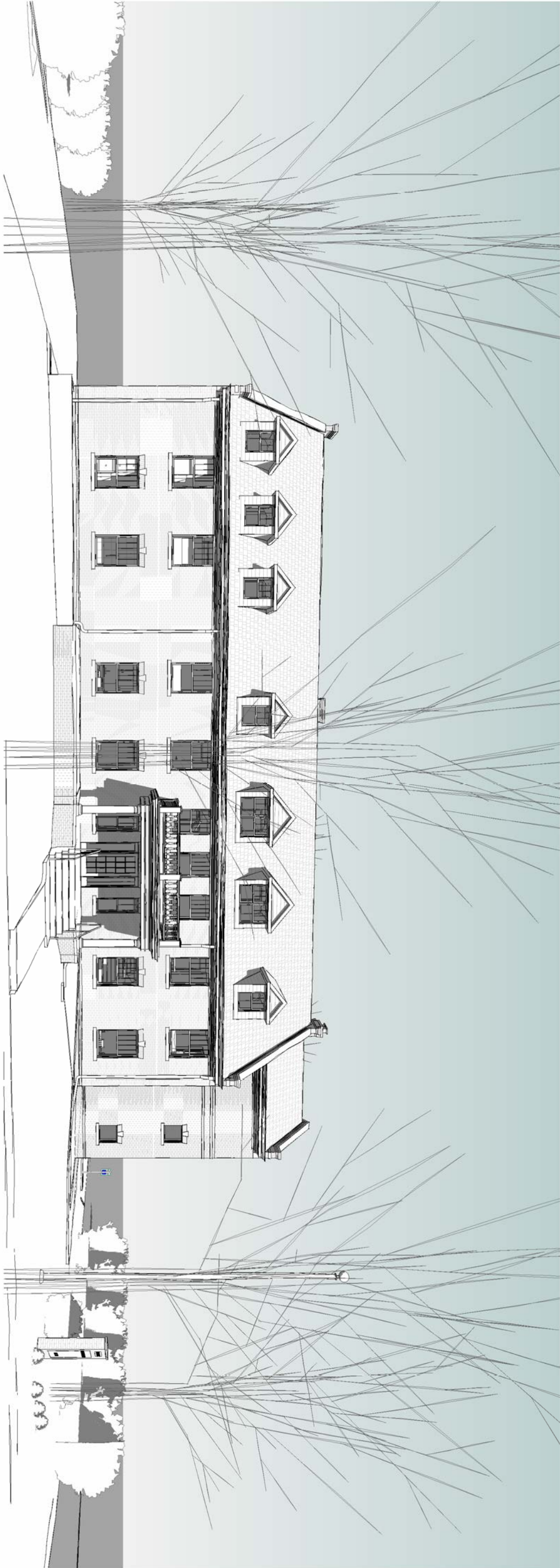
FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PERSPECTIVE LOOKING SOUTH

202414

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PERSPECTIVE LOOKING SOUTHEAST - EXISTING CONDITIONS

202414



REIFSTECK
WAKEFIELD
FANNING

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PERSPECTIVE LOOKING SOUTHEAST - NEW WORK

202414



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

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

Meeting: October 7, 2024 Committee of the Whole Meeting
Subject: Increasing the Number of Class P Liquor Licenses for Vishna Niya Urbana INC
 D/B/A Black Fox Convenient & Liquor, 602 North Cunningham Avenue, Urbana,
 Ill.

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

Vishna Niya Urbana INC, doing business as Black Fox Convenient & Liquor, has applied for a Class P (Package) liquor license for their establishment at 602 North Cunningham Avenue in Urbana.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans N/A

Previous Council Actions

In all instances, City staff first reviews the liquor license application. If it receives the Mayor's endorsement, it is then forwarded to the City Council for their final approval to grant the license.

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.

Selling, serving, or letting others sell, serve, or offer alcoholic beverages in the city is not allowed without the required license or if it doesn't comply with 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 Liquor Commissioner can issue a notice to address litter, and if it's not fixed 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 Vishna Niya Urbana INC D/B/A Black Fox Convenient & Liquor, 602 North Cunningham Avenue, Urbana, Ill.

Next Steps

If the attached resolution is approved, the Deputy Liquor Commissioner will prepare and issue a Class P liquor license for Vishna Niya Urbana INC D/B/A Black Fox Convenient & Liquor, 602 North Cunningham Avenue, Urbana, Ill. with an expiration date of June 30, 2025.

Attachments

1. A Resolution Approving an Increase in the Number of Liquor License in the Class P Designation

Originated by: Kate Levy, Deputy Liquor Commissioner

Reviewed: Diane Wolfe Marlin, Mayor/Liquor Commissioner

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INCREASE IN THE NUMBER OF LIQUOR
LICENSES IN THE CLASS P DESIGNATION FOR
VISHNA NIYA URBANA INC D/B/A BLACK FOX CONVENIENT & LIQUOR, 602
NORTH CUNNINGHAM AVENUE, URBANA, ILL.**

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 Vishna Niya Urbana INC D/B/A Black Dog Fox Convenient & Liquor, 602 North Cunningham 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 Vishna Niya INC D/B/A Black Fox Convenient & Liquor, 602 North Cunningham Avenue, Urbana, Ill. The schedule of maximum number of authorized licenses for the respective classification maintained by the Local Commissioner shall reflect such increase.

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 7, 2024 Committee of the Whole
Subject: A Resolution Adopting Open Meeting Procedures for the Alternative Response Task Force

Summary

Action Requested

City Council has requested to consider A Resolution Adopting Open Meeting Procedures for the Alternative Response Task Force.

Brief Background

The City of Urbana has contracted with Berry Dunn McNeil & Parker, LLC (BerryDunn) to conduct a comprehensive Community Safety Review by conducting a multi-phase operational assessment evaluating its public safety delivery model. Having completed *Phase 1: Understanding of Existing Conditions* and *Phase 2: Review of Alternative Community Safety Models and Options and Trends*, BerryDunn is engaged in *Phase 3: Impact Analysis of Implementing Alternative Options*. As part of this phase, BerryDunn will work with the City to form a collaborative committee, comprised of public safety and other city staff and community stakeholders to evaluate alternative response models, commonly discussed as the 'Alternative Response Task Force'.

Relationship to City Services and Priorities

Impact on Core Services

The Community Safety Review evaluates the public safety service model provided by the City of Urbana. Any recommendations from the review are likely to impact core public safety services.

Strategic Goals & Plans

Strategic Area #1 of the 2024-25 Mayor/City Council Strategic Goals is *Public Safety and Well-Being*. In more detail, Action Step 1b is *Complete the BerryDunn Public Safety Review, determine which recommendations to implement, and create a plan for 21st Century Policing*.

Previous Council Actions

At their September 30, 2024 meeting, City Council requested that staff draft a resolution for their consideration.

Discussion

Operations Impact

Conducting Alternative Response Task Force meetings in a manner consistent with open meeting procedures under the Illinois Open Meetings Act (OMA) will require additional staff resources dedicated to this project to: secure appropriate facilities (if needed), provide ancillary staff support to the consultant facilitating discussion, properly notice the meeting, provide video streaming and recording services, and to take minutes.

Policy or Statutory Impacts

By adopting the resolution, City Council will formally state and memorialize its desire and intent that the Alternative Task Force conduct its meetings in a manner consistent with OMA open meeting procedures.

Fiscal and Budget Impact

In addition to staff time, there may be some additional cost associated with adopting with OMA-consistent meeting procedures or with amending the project scope.

Community Impact

Meetings of the Alternative Response Task Force will be open to the public, allowing community members to attend and observe. Meetings will include an opportunity for public comment, subject to reasonable rules and guidelines adopted by the Task Force. Community members may also observe these meetings remotely via livestream or asynchronous video recording.

Recommendation

The attached resolution is for City Council consideration.

Next Steps

If adopted, the City will proceed with preparing for and conducting any Alternative Response Task Force meetings in a manner consistent with OMA procedures.

Attachments

1. A Resolution Adopting Open Meeting Procedures for the Alternative Response Task Force

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

Reviewed: Matthew Roeschley, City Attorney

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____**A RESOLUTION ADOPTING OPEN MEETING PROCEDURES FOR THE
ALTERNATIVE RESPONSE TASK FORCE**

WHEREAS, the City of Urbana has contracted with Berry Dunn McNeil & Parker, LLC (BerryDunn) to conduct a comprehensive Community Safety Review by conducting a multi-phase operational assessment evaluating its public safety delivery model; and

WHEREAS, having completed Phase 1: Understanding of Existing Conditions and Phase 2: Review of Alternative Community Safety Models and Options and Trends, BerryDunn is engaged in Phase 3: Impact Analysis of Implementing Alternative Options; and

WHEREAS, as part of this phase BerryDunn will work with the City to form a collaborative committee, comprised of public safety and city staff and community stakeholders to evaluate alternative response models, commonly discussed as the ‘Alternative Response Task Force’; and

WHEREAS, the City Council desires that the aforesaid committee be open and accessible to the public in a manner consistent with the Illinois Open Meetings Act (OMA); and

WHEREAS, the OMA states that it is the public policy of the State of Illinois that “the people have a right to be informed as to the conduct of their business” and that its “citizens shall be given advance notice of and the right to attend all meetings at which any business of a public body is discussed or acted upon in any way” (5 ILCS 120/1).

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

Any meeting of the Alternative Response Task Force that meets as part of the Community Safety Review should be open to the public and its meetings conducted in a manner consistent with the open meeting procedures of the Illinois Open Meetings Act (5 ILCS 120/1).

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