



CITY OF URBANA CITY COUNCIL REGULAR MEETING

DATE: Monday, October 14, 2024
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
- C. Additions to the Agenda
- D. Presentation and Public Input
- E. Council Input and Communications
- F. Unfinished Business
 - 1. **Resolution No. 2024-09-063R:** A Resolution for Improvement under the Illinois Highway Code (State Motor Fuel Tax for Lincoln Avenue, Wascher Drive to Killarney Street, Road Diet Demonstration) – PW
- G. Reports of Standing Committees
- H. **Committee of the Whole** (*Council Member Shirese Hursey, Ward 3*)
 - 1. **Consent Agenda**
 - a. **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
 - b. **Resolution No. 2024-10-069R:** A Resolution Approving a Liquor License 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
 - 2. **Regular Agenda**
 - a. **Resolution No. 2024-08-058R:** A Resolution Approving Standardized Employment Agreement Templates for City Appointees – HRF/Exec
 - b. **Resolution No. 2024-10-070R:** A Resolution Adopting Open Meeting Procedures for the Alternative Response Task Force – Exec
- I. Reports of Special Committees
- J. Reports of Officers

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

K. New Business

L. Discussion

1. ARPA Reallocation Update - Exec

M. Mayoral Appointments

- [1.](#) Human Relations Commission

- Charles Davidson (term ending June 30, 2027)

N. Closed Session per ILCS 120/2(c)(11) - Pending Litigation

O. Adjournment

PUBLIC INPUT

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

Email Input

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

Written Input

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

Verbal Input

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

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

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

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a

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

Accommodation

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

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



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

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

Summary

Action Requested

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

Brief Background

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

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans N/A

Previous Council Actions

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

Discussion

Additional Background Information

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

Fiscal and Budget Impact

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

Recommendation

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

Next Steps

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

Attachments

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

Originated by: John C. Zeman, City Engineer

Reviewed: Tim Cowan, Public Works Director

Approved: Carol Mitten, City Administrator



Resolution for Improvement
Under the Illinois Highway Code

Item F1.

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2024-09-__R

Section Number

22-00658-01-ST

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

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

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

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

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction costs for temporary road diet demonstration installation and removal.

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

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

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

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

I, Darcy E. Sandefur

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

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

Name of Local Public Agency

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

Council

Governing Body Type

of Urbana

Name of Local Public Agency

at a meeting held on _____

Date

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

Day

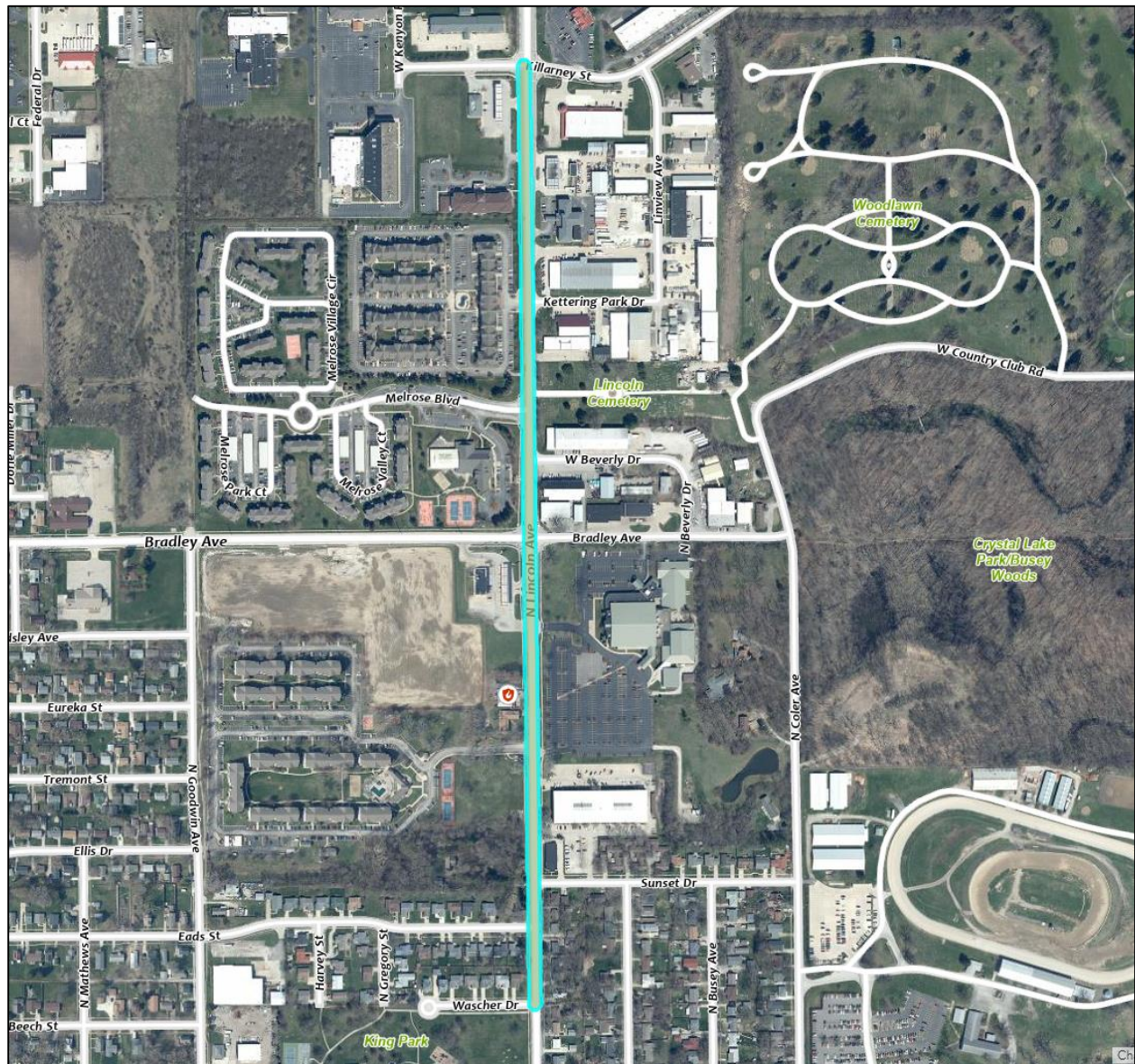
Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



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

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

Lincoln Ave. (Wascher to Killarney)

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

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



Description

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

Location

Lincoln Ave. from
Wascher to Killarney

Purpose and Need

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

| Safety Score (max 25.2) | Class Score (max 22.4) | Condition Score (max 17.0) | Funding Score (max 12.9) | Linking Score (max 11.6) | Bus Score (max 8.2) | CDTA Score (max 2.7) | Total Score (max 100.0) |
|----------------------------|---------------------------|----------------------------------|--------------------------------|--------------------------------|------------------------|-------------------------|----------------------------|
| 25.2 | 22.4 | 13.1 | 12.9 | 5.8 | 8.2 | 1.4 | 88.9 |

Timeline

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

Changes from Previous CIP

Reduced scope of pavement improvements from reconstruction to rehabilitation.



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

Item a.



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

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.

| 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

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.

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 box: Natural Resource-based

Yellow box: Residential

Red box: Commercial

Purple box: Industrial

Blue box: Institutional

Grey box: 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



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.urbanaininois.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

Item a.

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

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.

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

Item a.

NOTE: Contact the Planning Division if you need assistance: planning@urbanailinois.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@urbanailinois.us

Or

By mailing a paper copy to:

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



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,

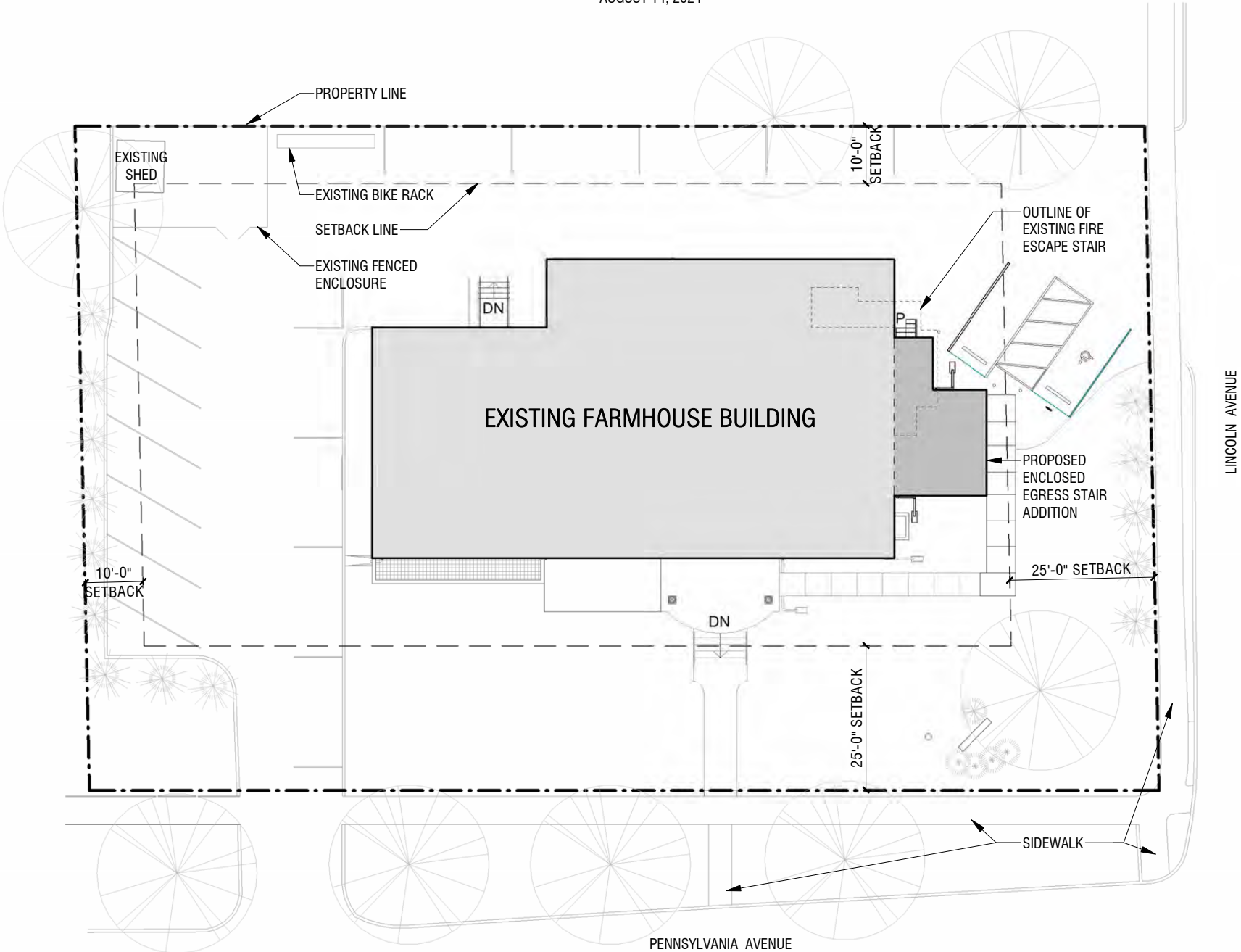
Reifsteck Wakefield Fanning & Co. (RWF) has been commissioned to design Farmhouse's interior renovation and proposed enclosed egress stair addition. The portion of the project that affects zoning is the enclosed egress stair that is proposed to be located on the west side of the building. Farmhouse's 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.

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



PERSPECTIVE LOOKING SOUTH

202414

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PERSPECTIVE LOOKING SOUTHEAST - EXISTING CONDITIONS

202414



FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



PERSPECTIVE LOOKING SOUTHEAST - NEW WORK

202414



FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



EXISTING CONDITIONS, LOOKING EAST AT WEST FACADE

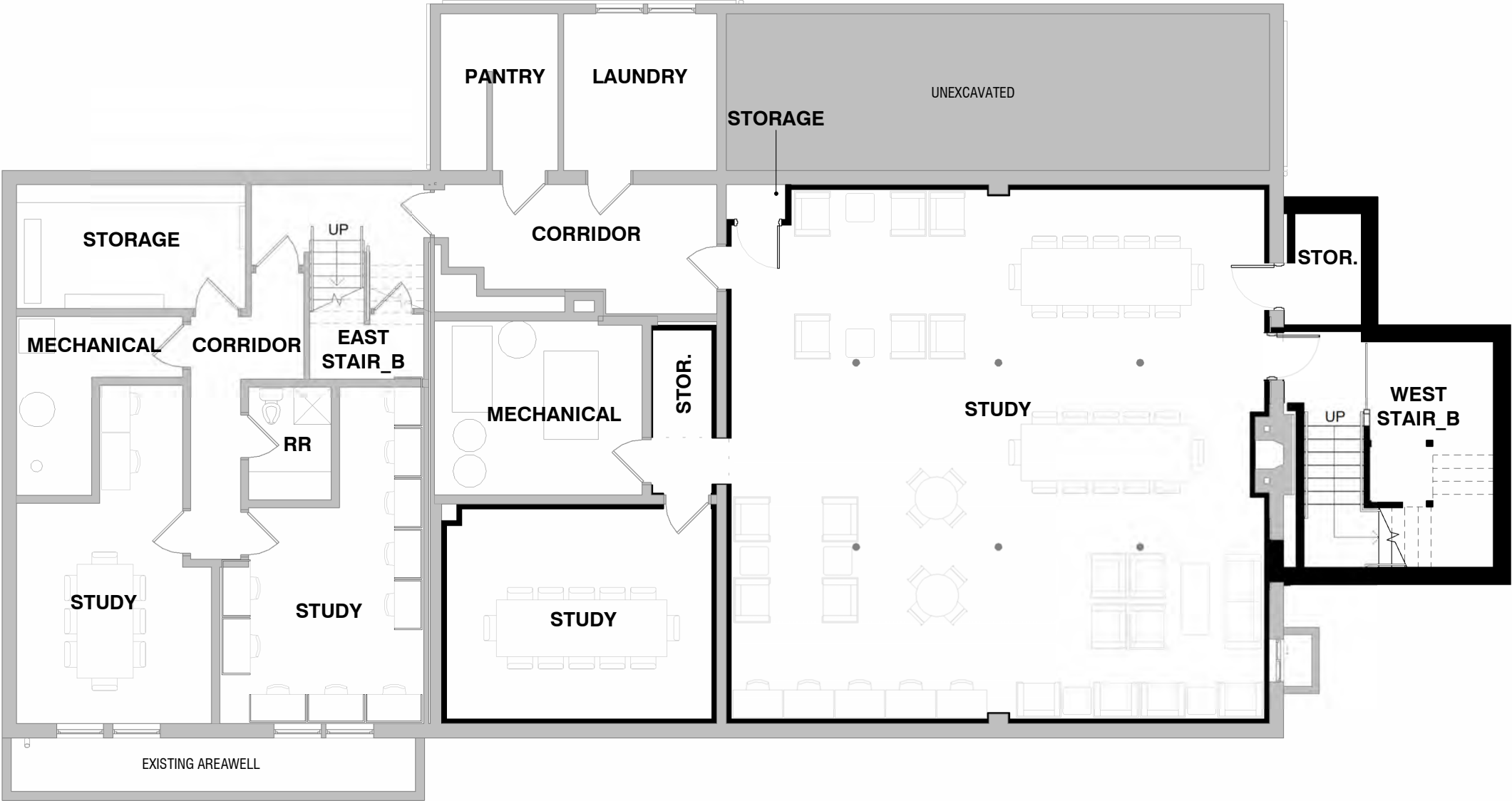


EXISTING CONDITIONS, LOOKING SOUTHEAST

202414

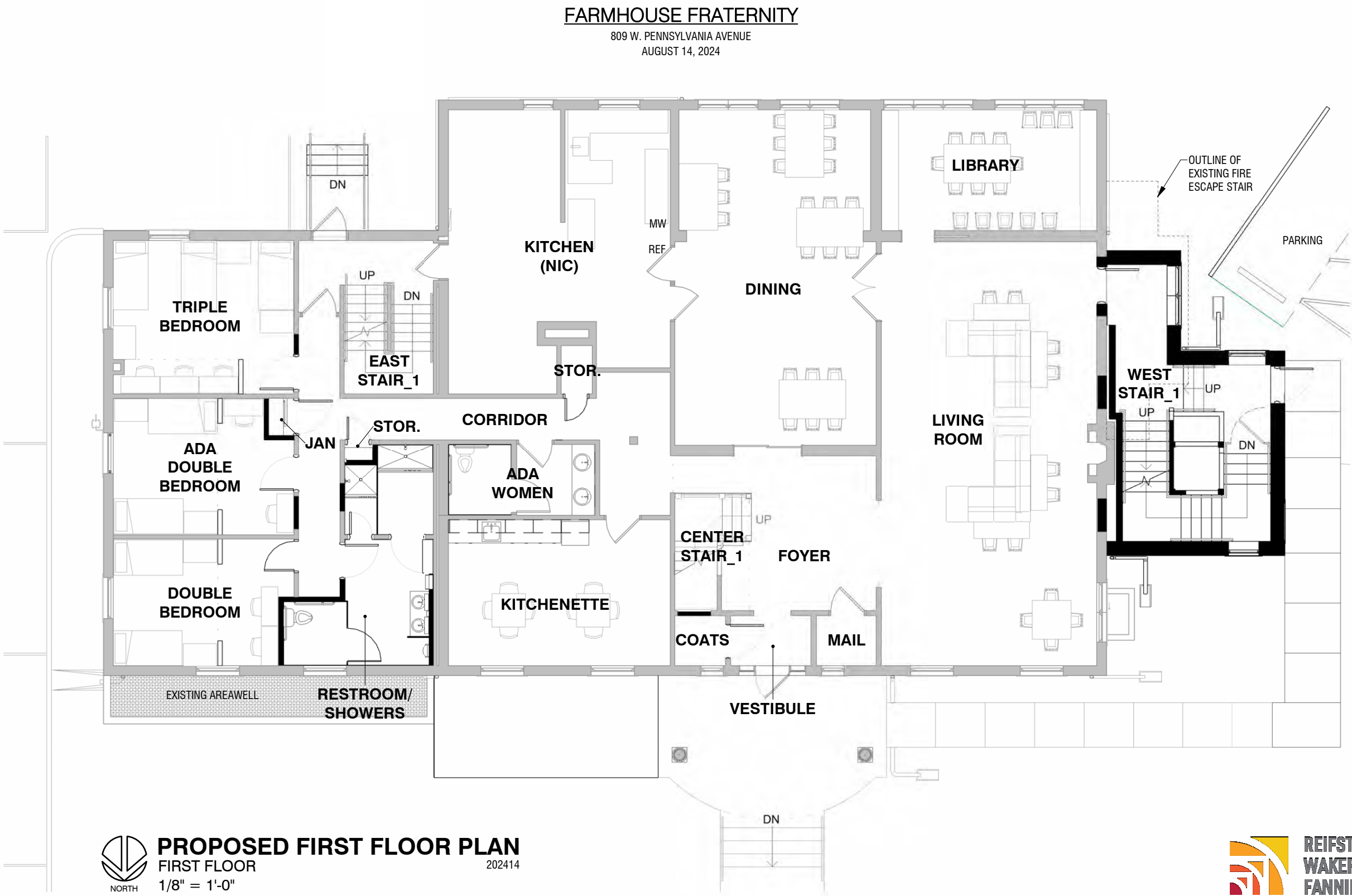
FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



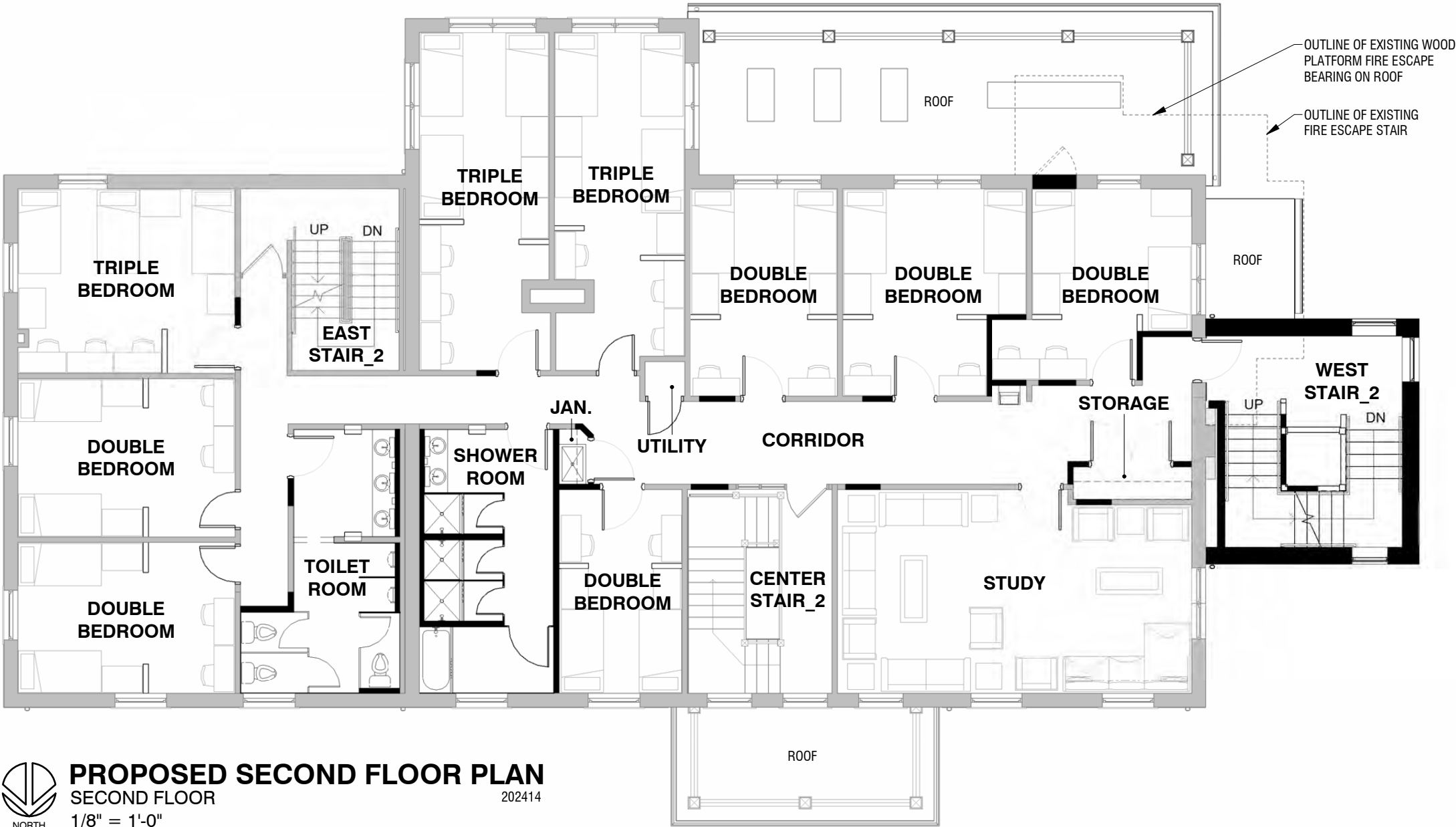
PROPOSED BASEMENT PLAN
BASEMENT
202414
1/8" = 1'-0"





FARMHOUSE FRATERNITY

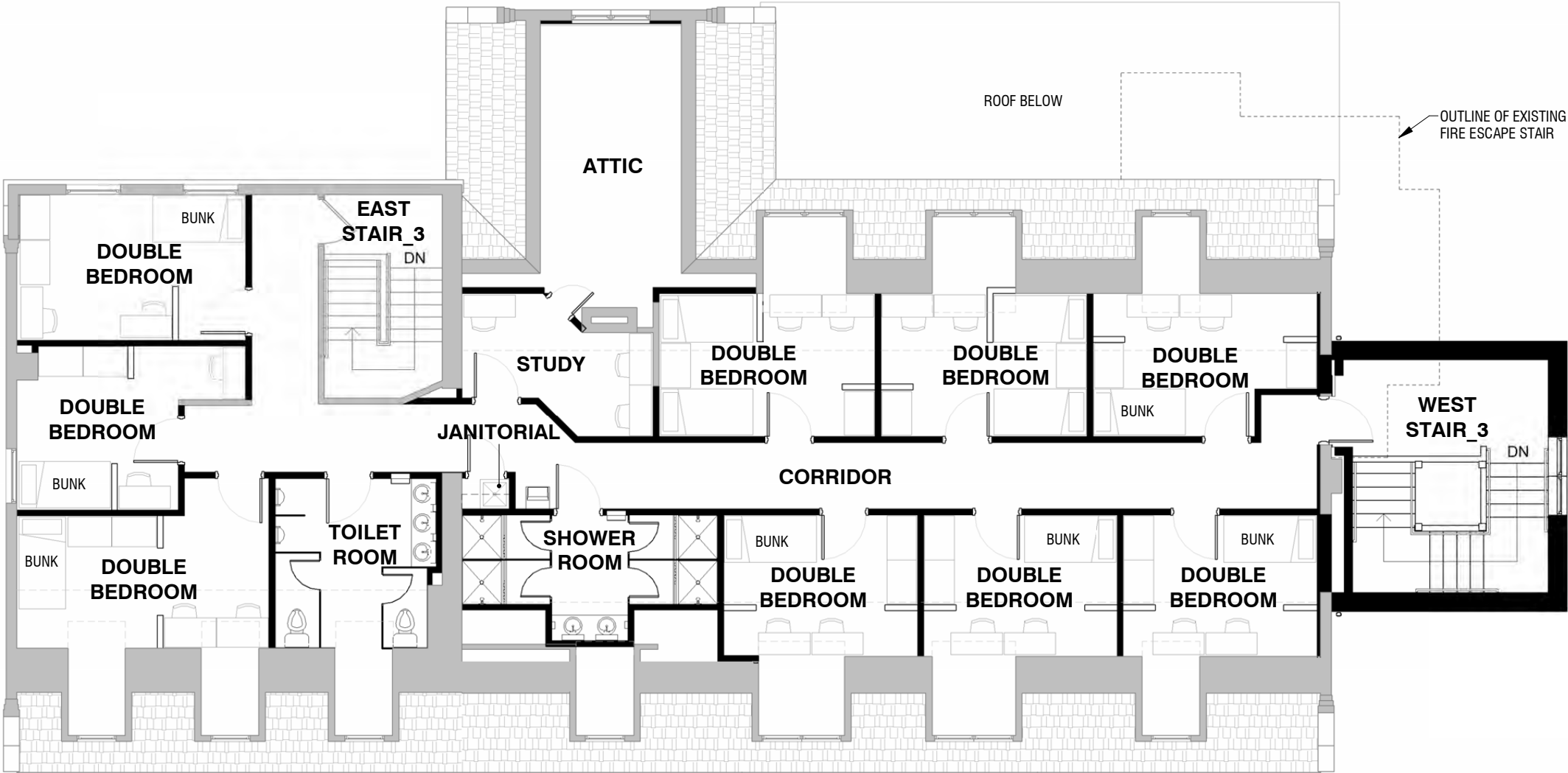
809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



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

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



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





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



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



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



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

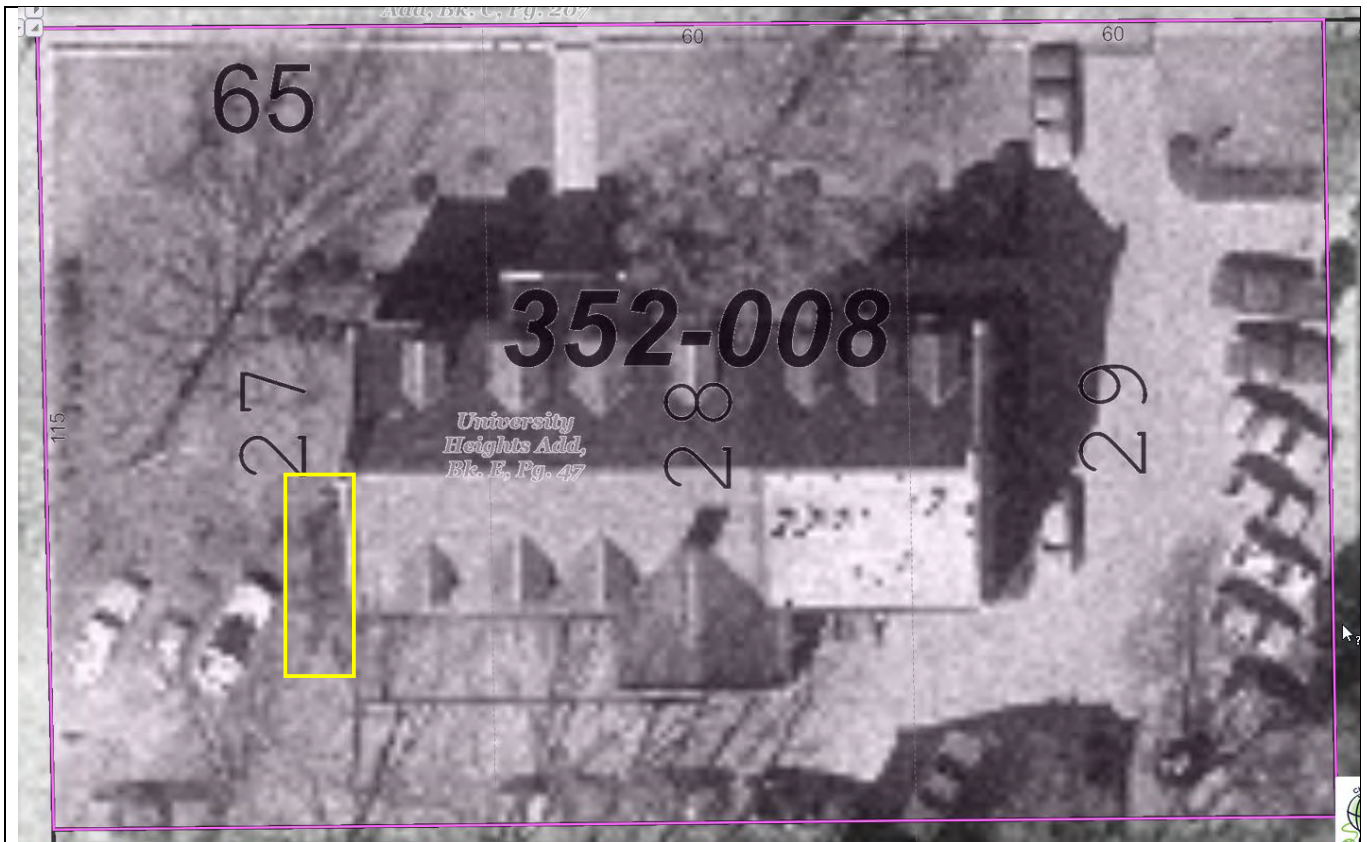


Figure 5. 1988 aerial (note fire stair location)



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)

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.

MINUTES OF A REGULAR MEETING

URBANA ZONING BOARD OF APPEALS

DRAFT

DATE: September 18, 2024

TIME: 7:00 P.M.

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

MEMBERS ATTENDING: Ashlee McLaughlin, Adam Rusch, Charles Warmbrunn, Harvey Welch

MEMBERS ABSENT: Joanne Chester, Matt Cho, Nancy Uchtmann

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

OTHERS PRESENT: Brant Muncaster, Bridgett Wakefield

A. CALL TO ORDER and ROLL CALL

Chair Welch called the meeting to order at 7:01 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

Minutes of the June 26, 2024 Regular Meeting

Mr. Warmbrunn noted a correction to the minutes. Harvey Welch's name should be removed from the names of members in attendance.

Mr. Warmbrunn moved that the Zoning Board of Appeals approve the minutes of the June 26, 2024 regular meeting as amended. Mr. Rusch seconded the motion. The motion was approved by unanimous voice vote.

D. WRITTEN COMMUNICATIONS

- Email from Sarah McEvoy and Huseyin Sehitoglu in opposition of Case No. ZBA-2024-MAJ-01
- Email from Dave Schwenk in general support of Case No. ZBA-2024-MAJ-01

E. CONTINUED PUBLIC HEARINGS

There were none.

NOTE: Chair Welch reviewed the procedure for a public hearing and swore in members of the audience who wished to speak on a case. He reviewed the procedures for a public hearing.

F. NEW PUBLIC HEARINGS

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 (FAR) from 0.50 to 0.73 at 809 West Pennsylvania Avenue in the R-7 (University Residential) Zoning District.

Chair Welch opened Case No. ZBA-2024-MAJ-01. Marcus Ricci, Planner II, presented the case to the Zoning Board of Appeals by stating facts from the written staff report. He explained the purpose for the proposed major variance and gave a brief history of the proposed site. He noted the land uses and zoning of the subject property and of the surrounding properties. He showed an aerial photo and illustrations of the proposed site. He also showed floor plans and renderings showing the proposed enclosed stair tower. He talked about the effects of increasing the Floor Area Ratio and about lot coverage requirements throughout the lifespan of the existing building. He reviewed the variance criteria from Section XI-3 of the Urbana Zoning Ordinance and the staff findings of how the proposed expansion would relate to each criterion. He reviewed the notification process for this case. He summarized staff findings and read the options of the Zoning Board of Appeals. He presented City staff's recommendation for approval with the following condition: Construction must be in general conformance with the site plan, entitled "Farmhouse Fraternity – 809 West Pennsylvania Avenue – August 1, 2024". He pointed out that representatives of the applicant were present to answer questions.

Chair Welch asked if any members of the Zoning Board of Appeals had questions for City staff.

Mr. Warmbrunn asked if the old fire escape is one person at time. Mr. Ricci deferred this question to the applicant.

Mr. Warmbrunn asked about the proposed fire escape. Mr. Ricci deferred this question to the applicant. He said that he knows they will meet the building code.

With there being no further questions for City staff, Chair Welch opened the public hearing for public input. He invited the applicants to speak.

Brant Muncaster approached the Zoning Board of Appeals to speak. He stated that fire escapes are allowed to be narrower than enclosed stairs. So, the existing fire escape is a single passage stair. The proposed new stair would be conforming to the new building code, and it would be wide enough for two people to go down it.

With there being no further input from the audience, Chair Welch closed the public input portion of the hearing and opened it up for discussion and/or motion(s) by the Zoning Board of Appeals.

Mr. Rusch moved that the Zoning Board of Appeals forward Case No. ZBA-2024-MAJ-01 to the City Council with a recommendation for approval with the condition that construction must be in general conformance with the Site Plan that is attached in the written staff report based on the findings of the staff in the report. Ms. McLaughlin seconded the motion.

Roll call on the motion was as follows:

| | | | | | |
|----------------|---|-----|-----------|---|-----|
| Ms. McLaughlin | - | Yes | Mr. Rusch | - | Yes |
| Mr. Warmbrunn | - | Yes | Mr. Welch | - | Yes |

The motion was approved by unanimous vote of 4-0.

Mr. Ricci stated that Case No. ZBA-2024-MAJ-01 would be forwarded to Committee of the Whole on October 7, 2024 and tentatively to the City Council on October 14, 2024.

G. OLD BUSINESS

There was none.

H. NEW BUSINESS

There was none.

I. AUDIENCE PARTICIPATION

There was none.

J. STAFF REPORT

Mr. Ricci reported on the following:

- 408 West Main Street – A new duplex was constructed that had been approved for a reduction in the Floor Area Ratio and some setback variances.
- 312 West Illinois Street – City staff received a building permit application to build a duplex, which the use was approved by the Zoning Board of Appeals in a previous case along with setback and FAR variances.

Mr. Warmbrunn asked if there is an update on the court case involving the storage units on the northwest corner of Route 150 (University Avenue) and Route 130 (High Cross Road). Mr. Ricci said that he had not heard anything yet. Staff will check on the status and let the Board know at a future meeting.

Mr. Warmbrunn asked about updating the Board's bylaws. Mr. Ricci stated that he would ask Kevin Garcia, Principal Planner, what the timeline is for bringing the bylaws to the Board for update and approval. He asked if there was anything specific that Mr. Warmbrunn would like to see changed or added. Mr. Warmbrunn replied that there is an issue with nonattendance of Board members, so he believed a policy should be written about attendance. Also, the Board is supposed to review the bylaws every two years. Mr. Ricci stated that staff would make this an agenda item for the next meeting.

Mr. Warmbrunn asked if a new mayor could clear out the Board and start over with new members. Mr. Ricci said no because members are appointed on the Zoning Board of Appeals for five years. Mr. Rusch asked what each member's term is, and Teri Andel, Planning Administrative Assistant II, stated each member's term expiration. Mr. Ricci said that the Zoning Board of Appeals members could send any suggested changes or additions to either himself or to Ms. Andel via email.

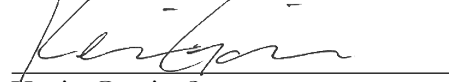
K. STUDY SESSION

There was none.

L. ADJOURNMENT

The meeting was adjourned at 7:32 p.m.

Respectfully submitted,



Kevin Garcia, Secretary
Zoning Board of Appeals

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:

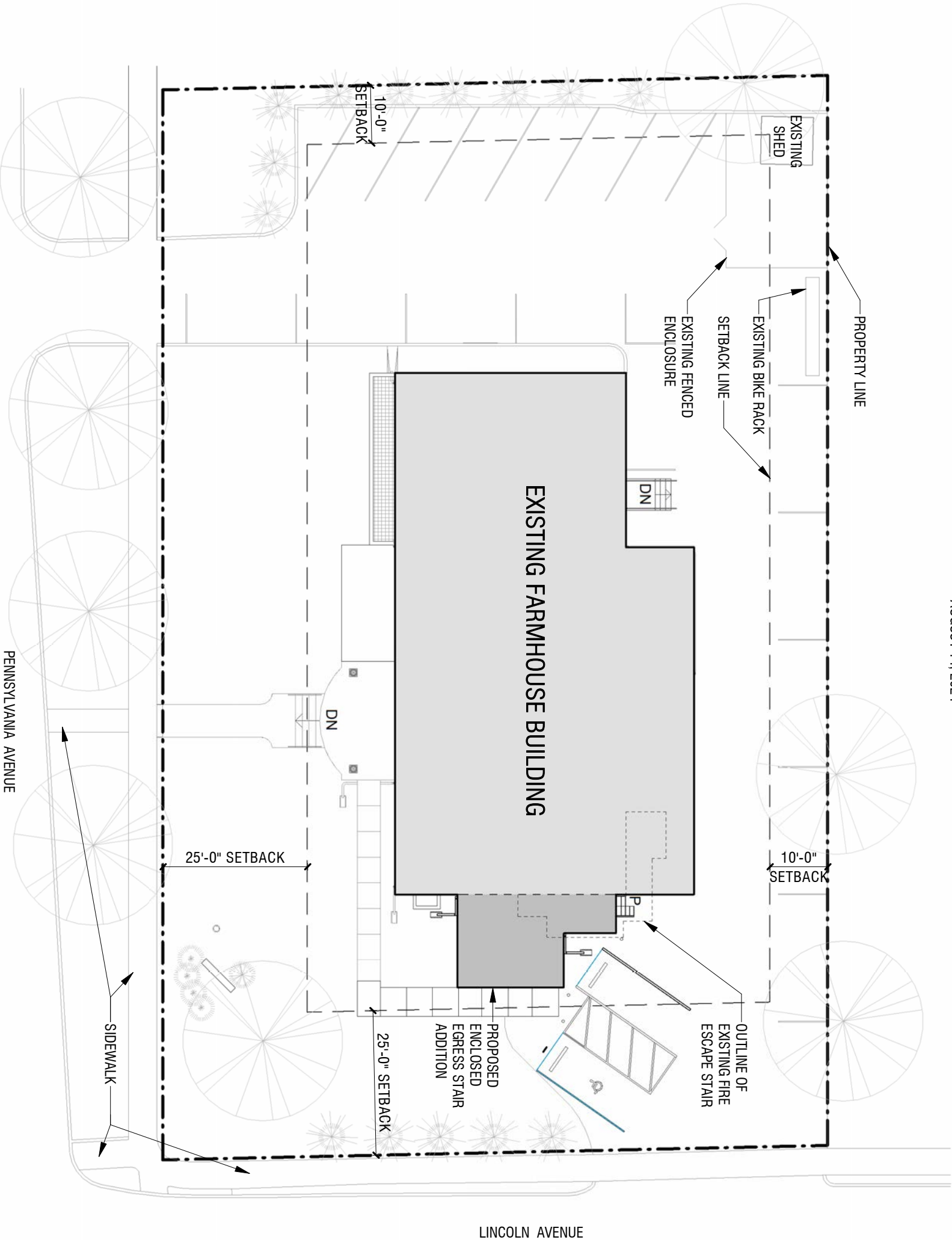
Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor

FARMHOUSE FRATERNITY

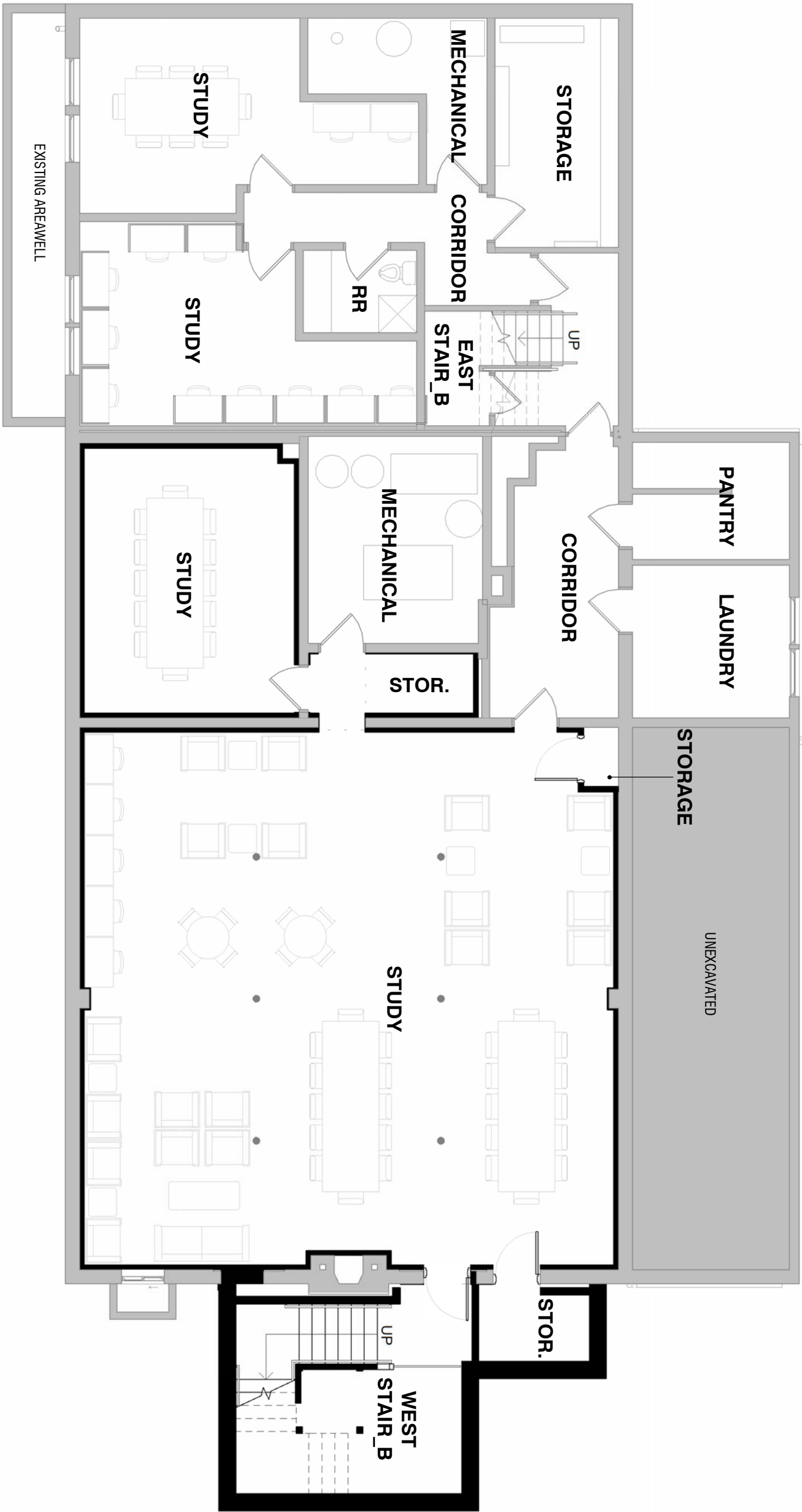
809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



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

FARMHOUSE FRATERNITY

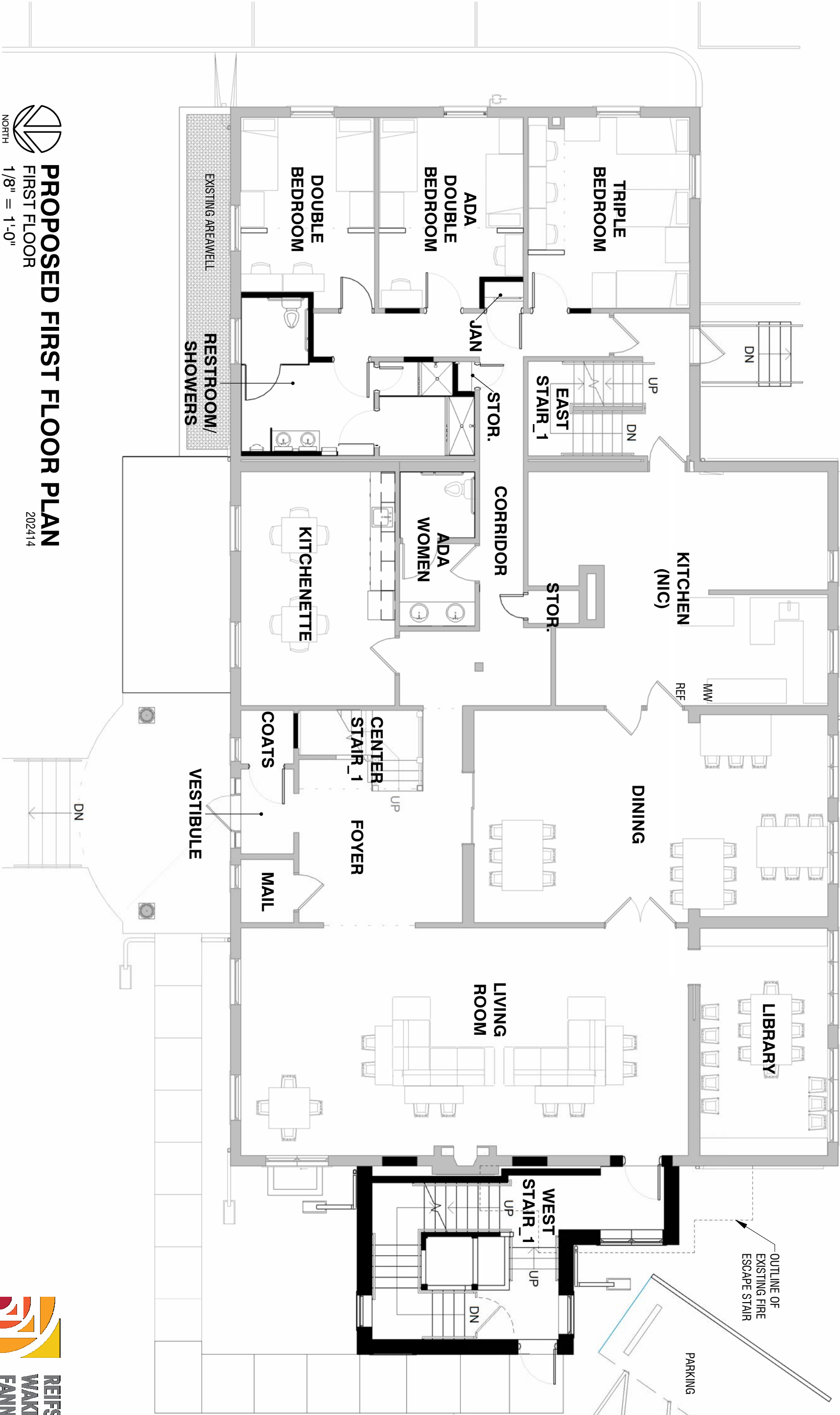
809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024



FARMHOUSE FRATERNITY

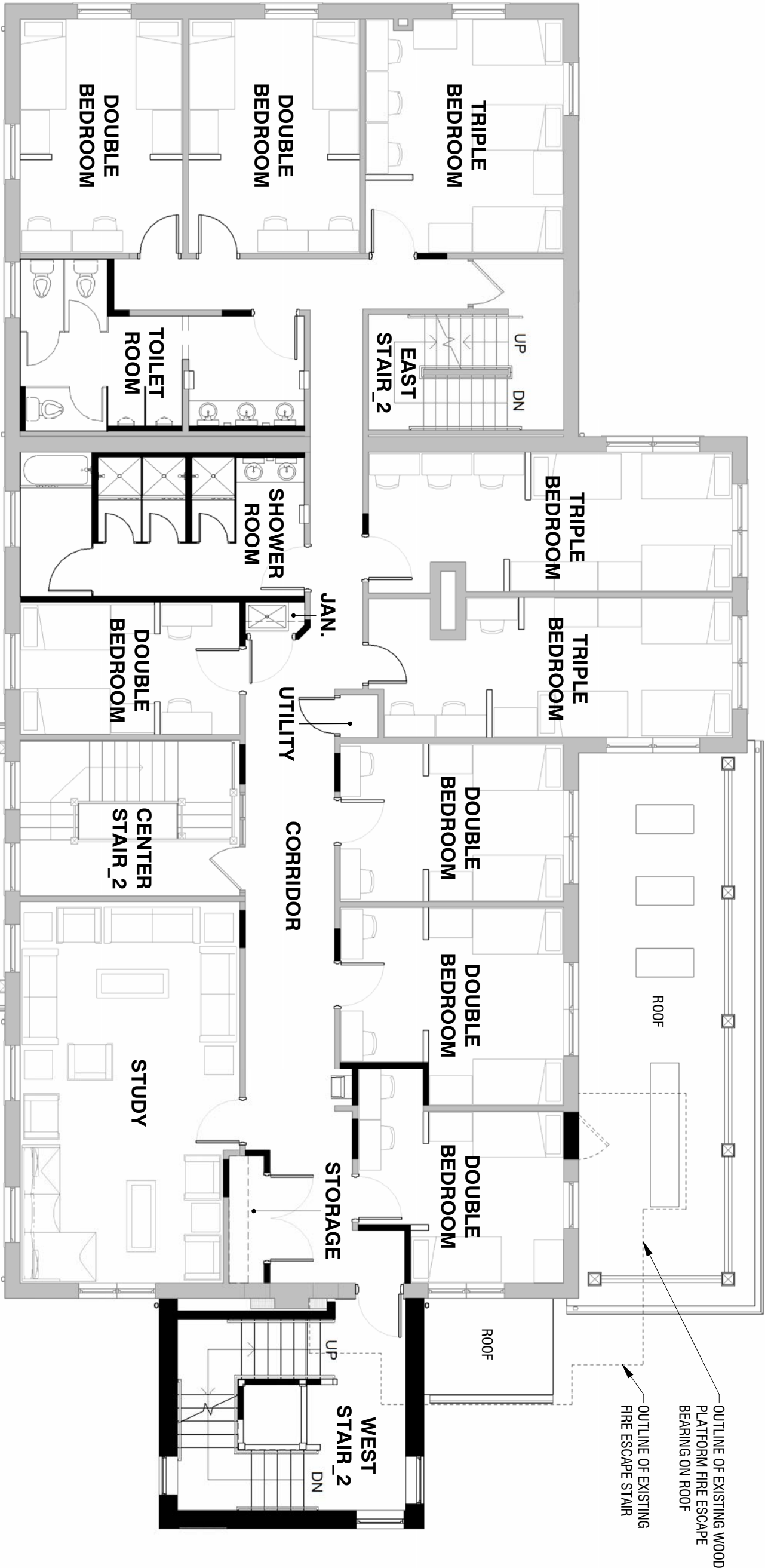
809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024

ATTACHMENT 1



FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024

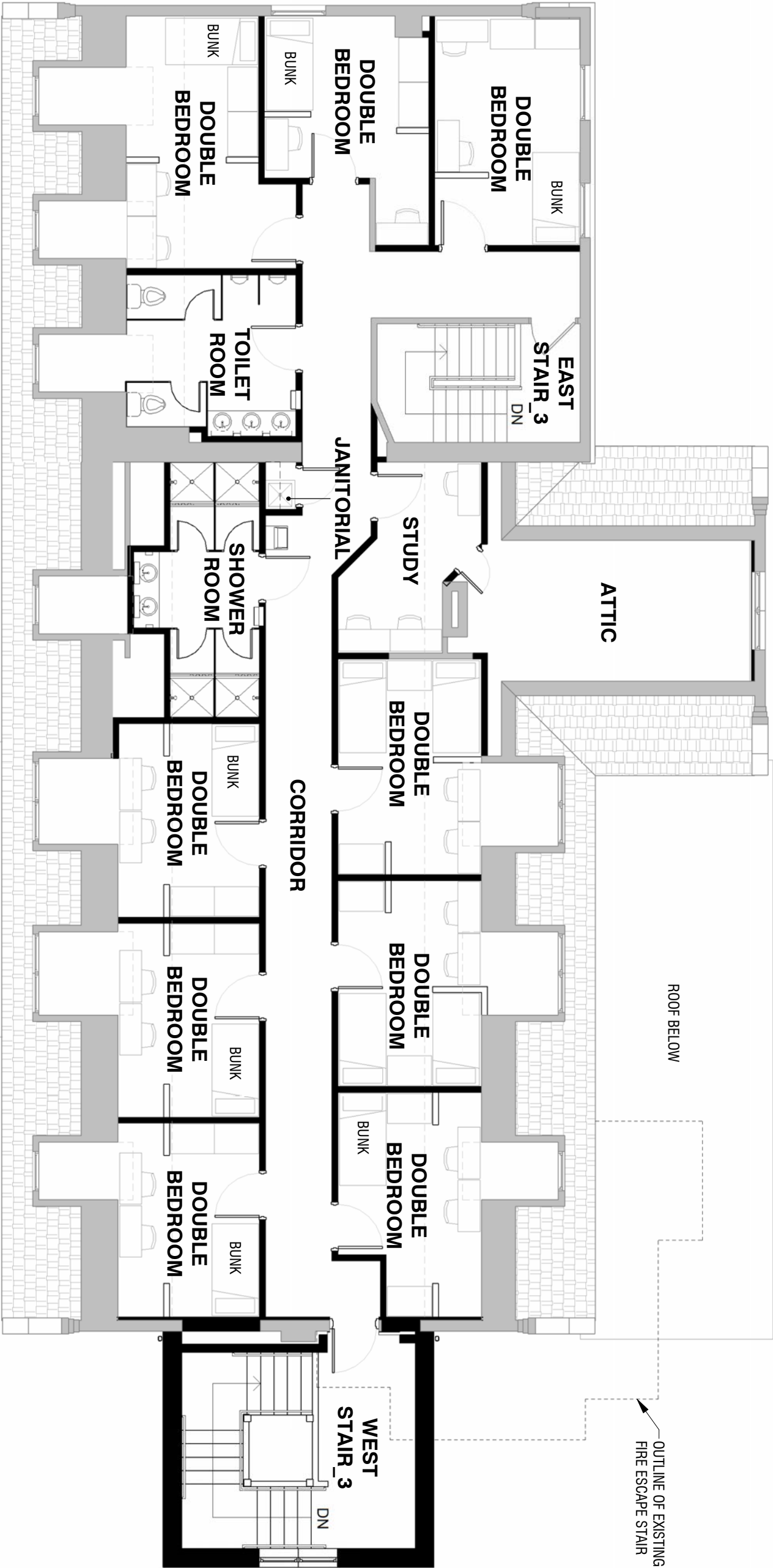


ATTACHMENT 1

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

FARMHOUSE FRATERNITY

809 W. PENNSYLVANIA AVENUE
AUGUST 14, 2024

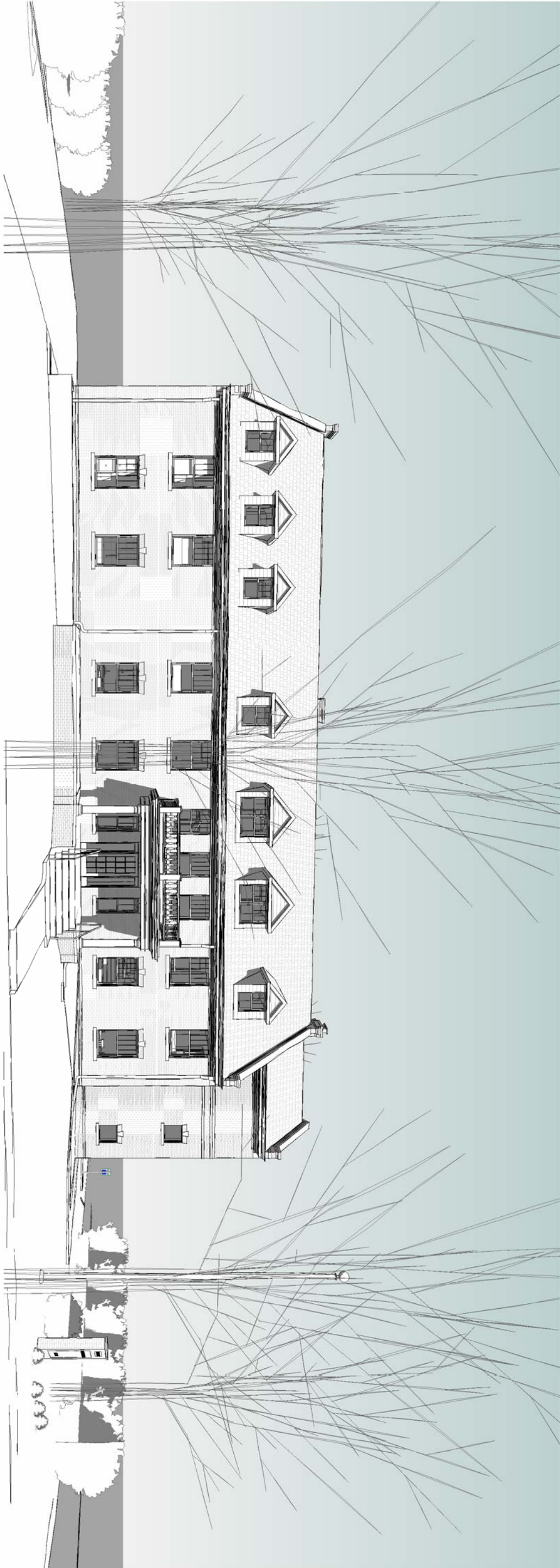


PROPOSED THIRD FLOOR PLAN
THIRD FLOOR
1/8" = 1'-0"
202414



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: A Resolution Approving a Liquor License in the Class P Designation 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 authorizing a 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 a Liquor License in the Class P Designation

Originated by: Kate Levy, Deputy Liquor Commissioner

Reviewed: Diane Wolfe Marlin, Mayor/Liquor Commissioner

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____

**A RESOLUTION APPROVING A LIQUOR LICENSE
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 granting a liquor license in the Class P designation 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:

A liquor licenses in the Class P designation is hereby granted 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 license.

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 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 ~~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 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 14, 2024 City Council
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. As part of this review, 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. At the October 7, 2024 Committee of the Whole, Council made revisions to the resolution.

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, as part of this review, 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). The meetings will be live-streamed and the video recordings will be made available online.

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 FROM THE OFFICE OF THE MAYOR TO THE CITY COUNCIL

Meeting: October 14, 2024 Council Meeting
Subject: Appointment of Charles Davidson to the Human Relations Commission

Summary

City Council is asked to approve the appointment of Charles Davidson to the Human Relations Commission for a term ending June 30, 2027.

Brief Background

Charles Davidson has been a resident of Urbana for over 20 years and is currently the Community Navigator with First Steps Community House through First Followers. Davidson is a mentor, advisor, events coordinator, and trainer for the Reentry House Staff with First Followers, which is a non-profit organization in Champaign County with the mission of providing support, guidance, and hope to formerly incarcerated people and their loved ones.

“I would like to be able to help with the problems in our communities. I am used to working on projects with others. I currently work with people who come out of the Department of Corrections and work on getting them back on their path to being a part of our community.”

Relationship to City Services and Priorities

Impact on Core Services

City of Urbana Board and Commission members play a crucial role in helping City leaders address specific issues, offering professional expertise, involving the community in decision-making, and connecting residents, City staff, and Council.

The Urbana Human Rights Ordinance seeks “...to secure an end, in the city, to unlawful discrimination, including, but not limited to, discrimination by reason of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to an opportunity in housing, employment, credit or access to public accommodations.”

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Recommendation

City Council is asked to approve the appointment of Charles Davidson to the Human Relations Commission for a term ending June 30, 2027.

Next Steps

If approved, the Office of the Mayor will notify Charles Davidson of the appointment as a Commission member and of Open Meetings Act requirements.

Originated by: Mindy Hewkin, Administrative Assistant

Reviewed: Diane Wolfe Marlin, Mayor

Approved: Carol J. Mitten, City Administrator