
DATE: Monday, July 14, 2025
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 06-09-2025 City Council Meeting Minutes
 - 2. 06-16-2025 Committee of the Whole Public Hearing Minutes
- C. Additions to the Agenda
- D. Presentation and Public Input
- E. Council Input and Communications
- F. Reports of Standing Committees
- G. Committee of the Whole (*Council Member Shirese Hursey, Ward 3*)
 - 1. Consent Agenda
 - a. **Resolution No. 2025-07-059R:** A Resolution Approving and Authorizing the Execution of a Highway Authority Agreement for 901 West University Avenue between the University of Illinois Foundation and the City of Urbana – PW
 - b. **Ordinance No. 2025-07-022:** An Ordinance Approving and Authorizing an Amendment to the Second Cooperative Agreement Urbana Free Library Expansion (To Facilitate the Transfer of Properties) – PW
 - c. **Ordinance No. 2025-07-023:** An Ordinance Approving a Special Use Permit (1204 South Lincoln Avenue / Plan Case No. 2508-SU-25 – Hostel) – CD
 - d. **Resolution No. 2025-07-060R:** A Resolution Authorizing Acceptance of a IDNR Certified Local Government Grant – Historic Preservation Website (Agreement No. CLG25007) – CD
 - e. **Resolution No. 2025-07-061R:** A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement – DREAAM – DREAAM Believers Program – CD
 - 2. Regular Agenda

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://www.urbanail.gov/executive-department/page/urbana-public-television>.

H. Reports of Special Committees

I. Reports of Officers

J. Mayoral Appointments

1. *Board and Commission Appointment*

Design Review Board

– David Hays (term ending June 30, 2028)

2. *Board and Commission Reappointments*

Civilian Police Review Board

– Tony Allegretti (term ending June 30, 2028)

– Peggy Patton (term ending June 30, 2028)

Building safety Code Board of Appeals

– Gary Burgett (term ending June 30, 2028)

K. 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@urbanail.gov. 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@urbanil.gov



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: July 7, 2025 Committee of the Whole
Subject: A Resolution Approving and Authorizing the Execution of a Highway Authority Agreement for 901 W. University Avenue between the University of Illinois Foundation and the City of Urbana

Summary

Action Requested

City Council is being asked to pass the attached resolution to approve and authorize the execution of a highway authority agreement with the University of Illinois Foundation (U of I Foundation) for 901 W. University Avenue, Urbana, Illinois (901 W. University Avenue).

Brief Background

The property at 901 W. University Avenue used to have a leaking underground storage tank (LUST). The LUST has since been removed, but contamination remains in the soil from gasoline that was released. In particular, contaminants above a regulatory threshold (Tier 1 residential remedial objectives) were found in the soil within the Lincoln Avenue right-of-way that is owned by the City of Urbana. No groundwater pollution was found within City right-of-way. The attached Exhibits A and C show the locations of contaminated soil and the area covered by the highway authority agreement, respectively. The attached Exhibit B lists the analytical results of soil sampling.

If construction within the impacted City right-of-way were to include soil excavation, the excavation spoils would typically be disposed of at a landfill that is certified to handle contaminated soil. This translates to marginal increases in construction cost and time to deal with the contaminated soil. The type of soil contamination identified does not generally pose a significant risk of harm to people or the environment when handled properly.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Additional Background Information

A highway authority agreement is an agreement between a property owner and a highway authority when the subject property has a release of pollution that impacts soil or groundwater within a highway right-of-way. A property owner may use a highway authority agreement as an institutional control when attempting to satisfy the site remediation requirements of the Illinois Environmental Protection Agency (IEPA). Such a property owner typically wants to obtain a determination of “no further remediation” (NFR) from IEPA that releases the owner from further responsibility to clean up the contamination. A highway authority agreement has a standard form and requirements that are established by 35 Illinois Administrative Code 742.1020. The City of Urbana also developed a supplemental highway authority agreement standard form to satisfy the criteria for approval of such an agreement where the City is the “highway authority”, according to Article VII of Chapter 20 of City Code. Therefore, the proposed highway authority agreement includes an IEPA form and a City of Urbana form (supplemental), both of which gets executed by the owner and the City.

Recommendation

City Council is asked to pass the attached resolution to approve and authorize the execution of a highway authority agreement with the U of I Foundation for 901 W. University Avenue.

Next Steps

If the attached resolution is passed, the Mayor will execute the highway authority agreement on behalf of the City. With a fully executed agreement, the U of I Foundation will submit the highway authority agreement to IEPA for review and approval. The Engineering Division will maintain a record of this highway authority agreement and coordinate with activities in the impacted right-of-way, including capital improvements, maintenance activities, and permitted work by others.

Attachments

1. Resolution No. 2025-07-___R: A Resolution Approving and Authorizing the Execution of a Highway Authority Agreement for 901 W. University Avenue between the University of Illinois Foundation and the City of Urbana.
2. Supplemental Highway Authority Agreement for 901 W. University Avenue between the University of Illinois Foundation and the City of Urbana.
3. Highway Authority Agreement (IEPA Format).
4. Exhibit A: Estimated Soil Impact.
5. Exhibit B: Table of Analytical Results.
6. Exhibit C: Proposed Highway Authority Agreement Area.

Originated by: John Zeman, City Engineer

Reviewed: Justin Swinford, Assistant City Engineer
Vince Gustafson, Interim Public Works Director

Approved: Elizabeth Hannan, Interim City Administrator

RESOLUTION NO. 2025-07- R

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A HIGHWAY AUTHORITY AGREEMENT FOR 901 W. UNIVERSITY AVENUE
BETWEEN THE UNIVERSITY OF ILLINOIS FOUNDATION
AND THE CITY OF URBANA**

WHEREAS, 35 Illinois Administrative Code 742.1020 established highway authority agreements as an institutional control under certain conditions for soil and groundwater contamination, as administered by the Illinois Environmental Protection Agency (IEPA); and

WHEREAS, Article VII, Chapter 20 of Urbana City Code established criteria for approval of highway authority agreements where the City of Urbana is the highway authority; and

WHEREAS, the University of Illinois Foundation (U of I Foundation), as owner of the property at 901 W. University Avenue, Urbana, Illinois (901 W. University Avenue), requested a highway authority agreement with the City of Urbana for contaminated soil in the Lincoln Avenue right-of-way caused by a leaking underground storage tank; and

WHEREAS, the City Engineer recommends approval of the proposed highway authority agreement because the execution and implementation of said agreement will not pose any significant risk of harm to persons or the environment from contaminated soil or groundwater; and

WHEREAS, a highway authority agreement with the U of I Foundation for 901 W. University Avenue has been negotiated on terms acceptable to both parties.

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

Section 1.

The City of Urbana hereby enters into the attached highway authority agreement with the U of I Foundation for 901 W. University Avenue.

Section 2.

The terms of the highway authority agreement are hereby approved.

Section 3.

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

Section 4.

This Resolution shall take effect immediately upon passage.

PASSED BY THE CITY COUNCIL this ____ day of July, 2025.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of July, 2025.

DeShawn B. Williams, Mayor

**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT
CITY OF URBANA FORMAT**

After recording return to:

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

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement (“Supplemental Agreement”) is entered into this _____ day of _____, 2025 by and between University of Illinois Foundation as owner of an underground storage tank (“Owner/Operator”), and the City of Urbana, Illinois (“Highway Authority”), as follows:

1. This Supplemental Agreement is not binding upon the Highway Authority until it is executed by the undersigned representative of the Highway Authority and prior to execution, this Supplemental Agreement constitutes an offer by Owner/Operator.
2. Owner/Operator stipulates:
 - a. Owner/Operator is pursuing a corrective action of a Site and of the right-of-way adjacent to the boundary of the Site located at 901 W. University Avenue, Urbana, Illinois (the “Site”).
 - b. Attached as Exhibit A is a site map that shows the area of estimated contaminant-impacted soil at the time of this Supplemental Agreement in the right-of-way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Exhibit A also shows that no contaminated groundwater was encountered in the right-of-way so no map of groundwater contamination is provided. Also attached as Exhibit B is a table that shows the concentration of contaminants of concern consisting of benzene, toluene, ethylbenzene and xylenes,

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Item a.

hereinafter “Contaminants,” in the soil within the area described in Exhibit A and that shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board that are exceeded. The right-of-way, and only the right-of-way, as described in Exhibit C, hereinafter the “Right-of-Way,” adjacent to the Site is subject to this Supplemental Agreement. As the drawings in the Exhibits are not plats, the boundary of the Right-of-Way in the Exhibits may be an approximation of the actual Right-of-Way lines. In the event that either the Highway Authority or Owner/Operator determines that the area of estimated contaminant impacted soil has expanded or materially changed, the Parties shall amend Exhibit A of this Agreement to reflect the estimated contaminant impacted soil. Also, in the event the Highway Authority expands the right-of-way by acquiring all or part of the Site property or a property adjacent to the Site property which is or may be contaminated, the Parties shall amend Exhibits A, B, and C of this Agreement to reflect the estimated contaminant impacted soil and describe and depict the right-of-ways.

c. The Illinois Emergency Management Agency has assigned incident number 20080722 to this release at the Site.

d. Owner/Operator intends to request risk-based, site specific soil remediation objectives from Illinois Environmental Protection Agency (“IEPA”) under 35 Ill. Admin. Code Part 742.

e. Pursuant to 35 Ill. Admin. Code Part 742 and its subparts, use of risk-based, site-specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.

3. The Highway Authority stipulates:

**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT
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The Highway Authority holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and the Highway Authority has jurisdiction of the Right-of-Way. As such, the Highway Authority exercises sole control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because a permit is required for said access.

4. The parties stipulate that:

a. They have agreed to enter into a Highway Authority Agreement regarding the Right-of-Way in the form attached, and this Supplemental Agreement is intended to supplement the parties' rights and obligations provided for in the Highway Authority Agreement.

b. This Supplemental Agreement shall be null and void should the IEPA not approve the Highway Authority Agreement or should the Highway Authority Agreement not be referenced in the "No Further Remediation" letter for incident number 20080722.

5. Except for ordinary routine maintenance consistent with that performed by the Highway Authority on other Highway Authority highways, the Highway Authority does not agree to perform maintenance of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a Highway Authority highway or that it will maintain the Right-of-Way as an engineered barrier. If the "No Further Remediation" letter dictates extraordinary maintenance of the Right-of-Way, the Owner/Operator shall pay the extraordinary costs of said maintenance.

6. Provided that the Highway Authority notifies Owner/Operator within sixty (60) working days of receiving a claim, and further provides Owner/Operator with an opportunity to defend said

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Item a.

claim, the Owner/Operator agrees to indemnify and hold harmless the Highway Authority, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the Highway Authority, and the Highway Authority's agents, contractors or employees for all obligations asserted against or costs incurred by them, including attorney's fees and court costs, associated with the release of Contaminants from the Site by the Owner/Operator.

7. As an additional consideration, Owner/Operator agrees to reimburse the Highway Authority for the reasonable costs it may incur in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of Contaminants at this Site by the Owner/Operator.
8. This Supplemental Agreement shall be binding upon all successors in interest to the Owner/Operator and to the Highway Authority. A successor in interest of the Highway Authority would include a highway authority to which the Highway Authority would transfer jurisdiction of the highway.
9. This Supplemental Agreement shall continue in effect from the date of this Supplemental Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for a Highway Authority Agreement for incident number 20080722 and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the Highway Authority, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.
10. This Supplemental Agreement is in settlement of claims the Highway Authority may have arising from the release of Contaminants into the Right-of-Way associated with incident number 20080722.

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11. The Highway Authority Agreement and this Supplemental Agreement do not limit the Highway Authority's ability to manage, construct, reconstruct, improve, repair, expand, maintain and operate (collectively "Work") a highway upon its property, or to construct, maintain and operate subsurface utility mains, pipes and structures, including, but not limited to, such structures necessary for water and sewer systems and utilities and storm water drainage systems, or to allow others to use the highway Right-of-Way by permit. To the extent necessary for its Work, the Highway Authority reserves the right and the right of those using its property under permit to remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment.

Prior to taking any such action, the Highway Authority will first give Owner/Operator no less than sixty (60) working days' written notice prior to a letting for Work, unless there is an immediate threat to the health or safety of any individual or to the public, that it intends to perform Work in the Right-of-Way which may involve removing and disposing of contaminated soil or groundwater to the extent necessary for its Work. During this period, which may be extended by agreement of the parties, the Highway Authority and Owner/Operator will engage in a good-faith, collaborative process to arrive at a consensus approach to managing the impacted soil or groundwater in the Right-of-Way in an attempt to reconcile Owner/Operator's preference for performing as much of this work as possible with the Highway Authority's engineering and other constraints in doing so. Work performed by Owner/Operator would be performed under a permit from the Highway Authority. The final decision for management will be in the discretion of the Highway Authority.

**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT
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Failure to give notice is not a violation of this Supplemental Agreement. The removal and disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Owner/Operator may review or may perform at no cost to the Highway Authority, if requested to do so by the Highway Authority. If practicable, as determined by the Highway Authority, the Highway Authority may request Owner/Operator to remove and dispose of the contaminated soil or groundwater necessary for the Highway Authority's work in advance of that work.

The Owner/Operator shall reimburse the reasonable costs incurred by the Highway Authority to perform a site investigation of the Right-of-Way, to monitor the removal, to transport and dispose of any Contaminant-impacted soil or groundwater from the Right-of-Way, and to administer and enforce this Agreement; provided, however, that if Owner/Operator has not been given notice and an opportunity to engage in the consensus process allowing it to perform that investigation and that disposal within the process described in the preceding paragraphs and there was no immediate threat to health or safety, reimbursement shall be limited to actual costs not to exceed \$10,000.00. There is a rebuttable presumption that the Contaminants (benzene, toluene, ethylbenzene and xylenes) found in the highway Right-of- Way arose from the release of Contaminants from the Site. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, the Highway Authority Agreement and this Supplemental Agreement shall be null and void, at the Highway Authority's option, upon written notice to Owner/Operator by the Highway Authority that those costs have not been reimbursed. Owner/Operator may cure that problem within forty-five (45) working days by making payment, or may seek to enjoin that result.

12. Written notice required by this Supplemental Agreement shall be mailed to the following: if to

**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT
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Owner/Operator: University of Illinois Foundation, 303 St. Mary's Rd., MC-386, Champaign, IL 61820, and if to Highway Authority: City of Urbana Director of Public Works, 706 South Glover Avenue, Urbana, IL 61802. Notices shall be deemed effective if given as follows:

- a. If notice is given by First Class Mail, such notice shall be deemed effective on the fourth (4) day after placement with the United States Postal Service if placed in an envelope bearing the intended recipient's proper address and proper postage pre-paid by the sender.
- b. If Notice is given by personal delivery, such notice shall be deemed effective on the day of delivery unless delivery is made after 4:00 p.m. Central Time in which case the notice shall be deemed effective on the following business day.
- c. If is given by overnight courier service, notice shall be deemed effective on the day of delivery unless delivery is made after 4:00 p.m. Central Time in which case the notice shall be deemed effective on the following business day.

13. Provided that the Highway Authority provides Owner/Operator with notice within sixty (60) working days of receiving a claim related to the presence of contaminants of concern, and further provides Owner/Operator with an opportunity to defend said claim, Owner/Operator hereby releases the Highway Authority from liability for breach of the Highway Authority Agreement by others under permit and indemnifies the Highway Authority against claims that may arise from others under permit causing a breach of the Highway Authority Agreement. Owner/Operator also agrees that its personnel, if any, at the Site who are aware of the Highway Authority Agreement will notify anyone they know is excavating in the Right-of-Way about the Highway Authority Agreement.

14. If either Party defaults on any term, condition or covenant contained in this Agreement (hereinafter, the "Defaulting Party"), then the other Party (hereinafter, the "Non-Defaulting

**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT
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Party”) has the right to give the Defaulting Party written notice of such default. The notice of default shall provide (i) the nature of the default; (ii) the term, condition or covenant believed to be in default; and (iii) a reasonable date for curing the default. The Defaulting Party, within five (5) business days of receipt of the notice of default shall respond to the said notice by (i) advising that the default has been cured; (ii) stating that the default cannot be cured by the date contained in the notice and, in which case, the Defaulting Party shall provide a reasonable date by which the default will be cured; or (iii) providing clear evidence that no such default has occurred. If the Parties cannot agree on a date by which the default must be cured or whether there was in fact a default, either Party may seek an interpretation, enforcement or rescission of this Agreement by filing a lawsuit in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

15. The Highway Authority Agreement and this Supplemental Agreement are entered into by the Highway Authority in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board that encourage a tiered-approach to remediating environmental contamination. The Highway Authority Agreement and this Supplemental Agreement are entered into by the Highway Authority in the spirit of those laws and under its rights and obligations as property owner. Should any provisions of the Highway Authority Agreement or this Supplemental Agreement be struck down as beyond the authority of the Highway Authority, this Supplemental Agreement shall be null and void.

**SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT
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Item a.

IN WITNESS WHEREOF, the Highway Authority has caused this Supplemental Agreement to be signed by its _____, a duly authorized representative, and be binding upon it, its successors and assigns.

[Highway Authority]

BY: _____

DATE: _____

(Printed) _____

Its: _____

IN WITNESS WHEREOF, Owner/Operator, University of Illinois Foundation, has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

BY: _____

DATE: _____

(Printed) Michelle Bolger

Its: _____

HIGHWAY AUTHORITY AGREEMENT - IEPA FORMAT

Item a.

This Highway Authority Agreement is substantially in the form and format of the current Illinois Environmental Protection Agency approved highway authority agreement form, as amended.

This Agreement is entered into this _____ day of _____, 20 ____ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) University of Illinois Foundation ("Owner/Operator") and (2) the City of Urbana, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, the University of Illinois Foundation is the owner or operator of a leaking underground storage tanks presently or formerly located at 901 W University Avenue, Urbana, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced UST ("the Release(s)"), soil contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742.

WHEREAS, the soil contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number 20080722 to the Release(s).
3. Attached as Exhibit A is a scaled map prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s). Groundwater was not contaminated above the applicable Tier 1 residential remediation objectives.
4. Attached as Exhibit B is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The contaminants of concern originating from the site include benzene, toluene, ethylbenzene and xylene. Methyl tert-butyl ether (MTBE) is also migrating onto and off of the site. The locations of the concentrations listed in the table are identified on the map in Exhibit A.
5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole

This Highway Authority Agreement is substantially in the form and format of the current Illinois Environmental Protection Agency approved highway authority agreement form, as amended.

control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
14. This agreement supersedes any prior written or oral agreements or understandings between the

HIGHWAY AUTHORITY AGREEMENT - IEPA FORMAT

Item a.

This Highway Authority Agreement is substantially in the form and format of the current Illinois Environmental Protection Agency approved highway authority agreement form, as amended.

Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

- 15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, Illinois 62974-9276

Owner/Operator

University of Illinois Foundation
Harker Hall,
1305 W. Green Street
Urbana, Illinois 61801

Highway Authority

City of Urbana, Illinois
706 South Glover Avenue
Urbana, Illinois 61802

(Director of Public Works)

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

CITY OF URBANA ILLINOIS

Date: _____

By: _____

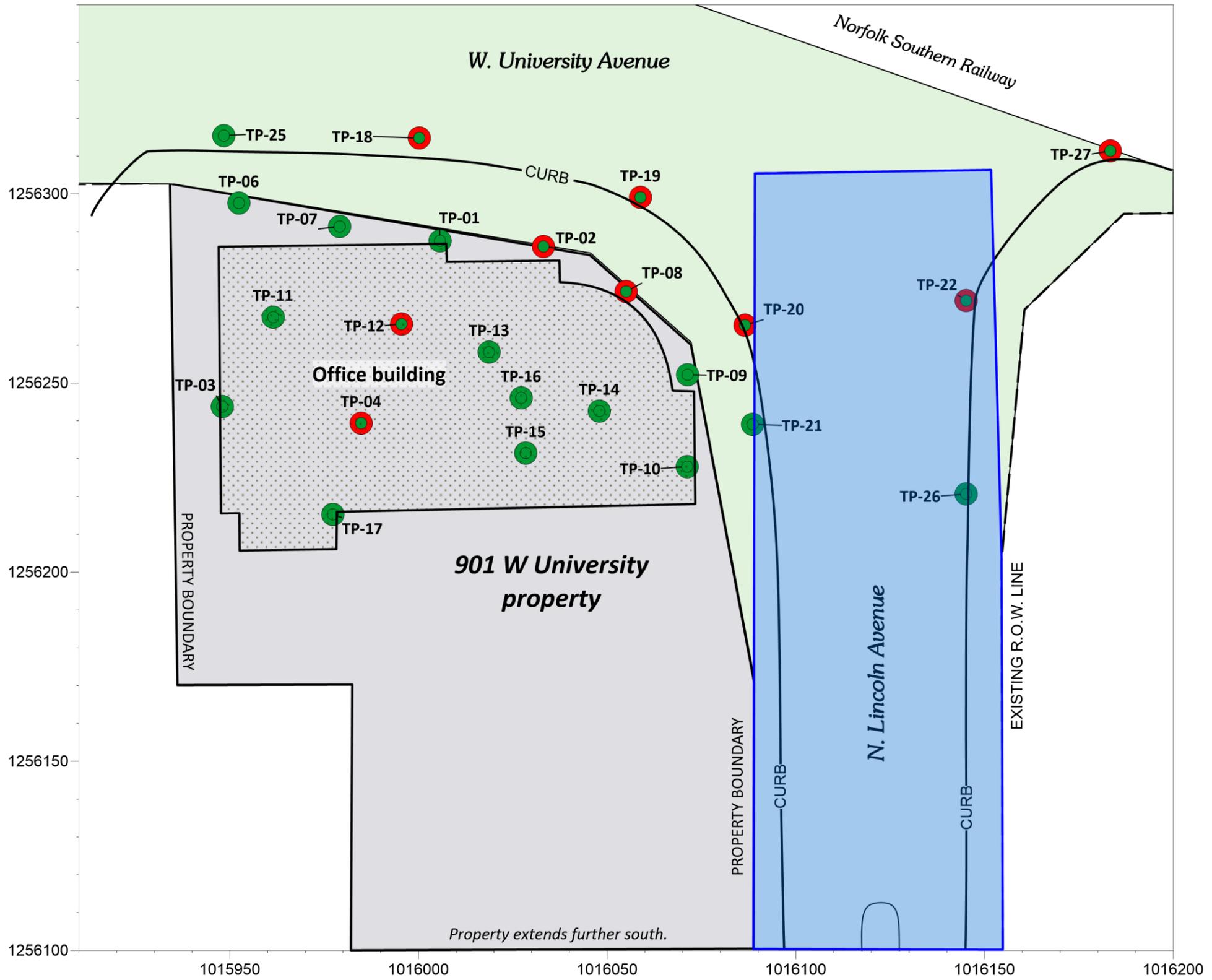
Its: _____

UNIVERSITY OF ILLINOIS FOUNDATION

Date: _____

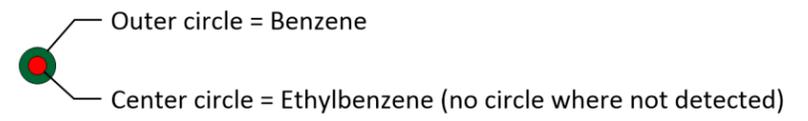
By: _____

Title: _____



Key to Symbols

- Parameter below Tier 1 residential corrective action objectives.
- Parameter above Tier 1 corrective action objectives.



- City of Urbana right-of-way; see Note 3 below.
- IDOT right-of-way; see Note 3 below.
- 901 W University Property (The property extends beyond southern border of this map.)

NOTES

- Groundwater flow direction interpreted from ground topography shown on USGS digital quadrangles. Groundwater wells did not produce sufficient water to measure groundwater gradient.
- All coordinates in State Plane East 1983 - Illinois East (US Survey feet). Coordinates as shown.
- Base map from Illinois Department of Transportation Right-of-Way Plat (2017) prepared by Bacon Farmer Workman, Job #R-95-061-17, Contract 70B53, and Site grading Plan - Lincoln and University Site Plan (2008), Design Drawings, Farnsworth Group, Champaign, IL.
- IDOT right-of-way boundaries from a drawing provided by the City of Urbana in 2003. Their source data included plans for the intersection improvements made in the 1960's and discussion with the IDOT District 5 Right-of-way Plats and Plans engineer. Boundaries may have changed.



Xenon Geosciences, Inc.
 geology & geophysics
 52 W. Broadway Street
 Danville, IN 46122
 (317) 745-0002

Created by Xenon Geosciences Inc.
 Created 2019-05-16
 Xenon Project 15.10

HIGHWAY AUTHORITY AGREEMENT APPLICATION
 University of Illinois Foundation
 901 West University Avenue, Urbana, Illinois 61801
 IEMA: 2008 0722
 IEPA LPC: 019 105 9057

Exhibit A: Estimated Soil Impact

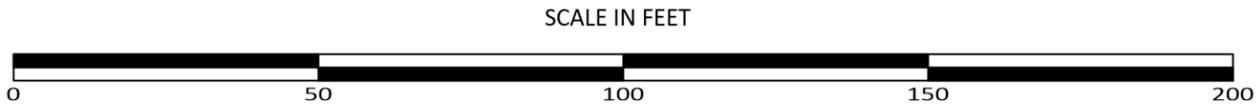


EXHIBIT B
Table of Analytical Results

Item a.

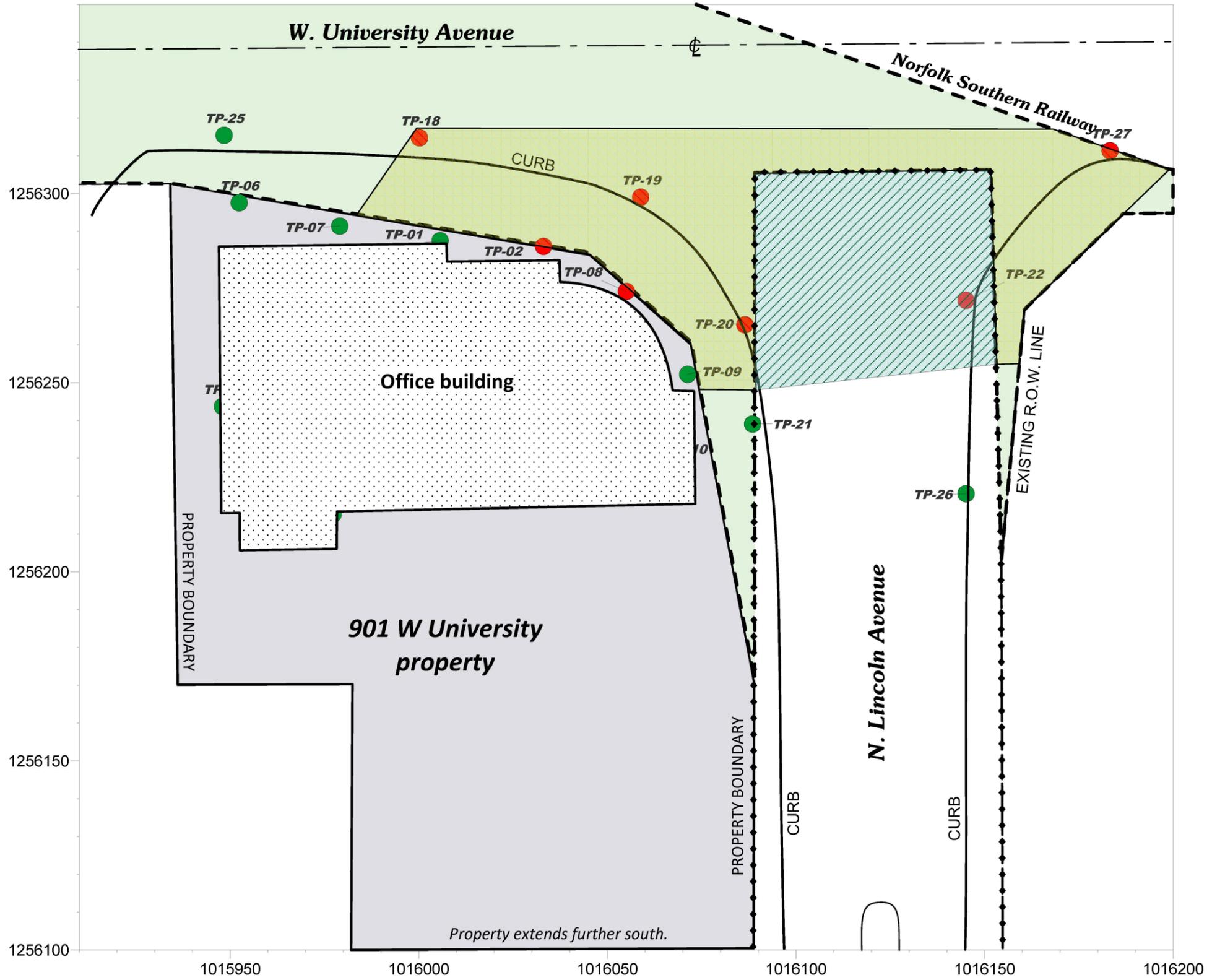
Sample ID	Lab ID	Client Project	Collected Date	Matrix	Units	Benzene	Toluene	Ethylbenzene	Xylene (Total)	Methyl-tert-butyl ether	TYPE
TP-01 08-10	5013824003	1-08-135	04/09/2008 10:50	Solid	mg/kg	0.129	0.0132	0.113	0.304	0.386	Delineation
TP-01 16-18	5013824004	1-08-135	04/09/2008 11:10	Solid	mg/kg	0.0029	<0.0056	<0.0056	<0.0112	0.0091	Delineation
TP-02 06-08	5013824001	1-08-135	04/09/2008 09:45	Solid	mg/kg	8.04	1.72	3.45	4.99	3.39	Delineation
TP-02 18-20	5013824002	1-08-135	04/09/2008 10:00	Solid	mg/kg	<0.0011	<0.0056	<0.0056	<0.0111	<0.0045	Delineation
TP-03 06-08	5013824005	1-08-135	04/09/2008 11:40	Solid	mg/kg	<0.0012	<0.006	<0.006	<0.0121	<0.0048	Delineation
TP-04 06-08	5013824006	1-08-135	04/09/2008 13:00	Solid	mg/kg	0.411	<0.166	0.403	0.85	<0.133	Delineation
TP-04 18-20	5013824007	1-08-135	04/09/2008 13:25	Solid	mg/kg	<0.0011	<0.0055	<0.0055	<0.0111	<0.0044	Delineation
TP-05 08-10	5013824008	1-08-135	04/09/2008 14:15	Solid	mg/kg	<0.0012	<0.0058	<0.0058	<0.0115	<0.0046	Delineation
TP-06 02-04	5014223001	1-08-135	04/22/2008 09:30	Solid	mg/kg	<0.0012	<0.0061	<0.0061	<0.0122	<0.0049	Delineation
TP-06 06-08	5014223002	1-08-135	04/22/2008 09:50	Solid	mg/kg	<0.0012	<0.006	<0.006	<0.0119	<0.0048	Delineation
TP-06 10-12	5014223003	1-08-135	04/22/2008 10:10	Solid	mg/kg	<0.0011	<0.0056	<0.0056	<0.0113	<0.0045	Delineation
TP-07 04-06	5014223004	1-08-135	04/22/2008 10:50	Solid	mg/kg	<0.0012	<0.0059	<0.0059	<0.0118	<0.0047	Delineation
TP-07 08-10	5014223005	1-08-135	04/22/2008 10:00	Solid	mg/kg	<0.0012	<0.0059	<0.0059	<0.0117	<0.0047	Delineation
TP-07 16-18	5014223006	1-08-135	04/22/2008 11:15	Solid	mg/kg	<0.0011	<0.0056	<0.0056	<0.0112	<0.0045	Delineation
TP-08 06-08	5014223007	1-08-135	04/22/2008 11:40	Solid	mg/kg	<0.0013	<0.0065	<0.0065	<0.013	<0.0052	Delineation
TP-08 08-10	5014223008	1-08-135	04/22/2008 11:50	Solid	mg/kg	0.622	<0.307	0.821	1.66	0.284	Delineation
TP-08 10-12	5014223009	1-08-135	04/22/2008 12:00	Solid	mg/kg	<0.0012	<0.0058	<0.0058	<0.0115	<0.0046	Delineation
TP-09 04-06	5014223010	1-08-135	04/22/2008 12:45	Solid	mg/kg	<0.0012	<0.0059	<0.0059	<0.0118	<0.0047	Delineation
TP-09 06-08	5014223011	1-08-135	04/22/2008 12:55	Solid	mg/kg	0.0762	<0.144	.0458J	.156J	<0.115	Delineation
TP-09 10-12	5014223012	1-08-135	04/22/2008 13:05	Solid	mg/kg	<0.0012	<0.0058	<0.0058	<0.0115	<0.0046	Delineation
TP-10 02-04	5014223013	1-08-135	04/22/2008 13:25	Solid	mg/kg	<0.0013	<0.0063	<0.0063	<0.0126	<0.0051	Delineation
TP-10 04-06	5014223014	1-08-135	04/22/2008 13:35	Solid	mg/kg	<0.0012	<0.0062	<0.0062	<0.0123	<0.0049	Delineation
TP-10 06-08	5014223015	1-08-135	04/22/2008 13:45	Solid	mg/kg	<0.0011	<0.0057	<0.0057	<0.0115	<0.0046	Delineation
TP-11 04-06	5014223016	1-08-135	04/22/2008 14:20	Solid	mg/kg	<0.0013	<0.0063	<0.0063	<0.0126	<0.005	Delineation
TP-11 06-08	5014223017	1-08-135	04/22/2008 14:30	Solid	mg/kg	<0.0012	<0.006	<0.006	<0.0121	<0.0048	Delineation
TP-11 12-14	5014223018	1-08-135	04/22/2008 14:40	Solid	mg/kg	<0.0011	<0.0056	<0.0056	<0.0112	<0.0045	Delineation
TP-12 04-06	5014223019	1-08-135	04/22/2008 15:05	Solid	mg/kg	0.0027	<0.0063	<0.0063	<0.0125	<0.005	Delineation
TP-12 06-08	5014223020	1-08-135	04/22/2008 15:15	Solid	mg/kg	0.296	.194J	1.14	2.91	<0.245	Delineation
TP-12 10-12	5014223021	1-08-135	04/22/2008 15:25	Solid	mg/kg	<0.0011	<0.0057	<0.0057	<0.0114	<0.0046	Delineation
TP-13 04-06	5014223022	1-08-135	04/23/2008 08:30	Solid	mg/kg	<0.0013	<0.0064	<0.0064	<0.0129	<0.0051	Delineation
TP-13 06-08	5014223023	1-08-135	04/23/2008 08:35	Solid	mg/kg	<0.0012	<0.0062	<0.0062	<0.0124	<0.005	Delineation
TP-13 10-12	5014223024	1-08-135	04/23/2008 08:50	Solid	mg/kg	<0.0012	<0.0058	<0.0058	<0.0115	<0.0046	Delineation
TP-14 04-06	5014223025	1-08-135	04/23/2008 09:30	Solid	mg/kg	<0.0012	<0.0061	<0.0061	<0.0123	<0.0049	Delineation
TP-14 06-08	5014223026	1-08-135	04/23/2008 09:35	Solid	mg/kg	0.0834	<0.151	.107J	.173J	<0.121	Delineation
TP-14 10-12	5014223027	1-08-135	04/23/2008 09:45	Solid	mg/kg	<0.0011	<0.0057	<0.0057	<0.0114	<0.0046	Delineation
TP-15 04-06	5014223028	1-08-135	04/23/2008 10:15	Solid	mg/kg	<0.0012	<0.0062	<0.0062	<0.0123	<0.0049	Delineation
TP-15 06-08	5014223029	1-08-135	04/23/2008 10:20	Solid	mg/kg	<0.0012	<0.0062	<0.0062	<0.0125	<0.005	Delineation
TP-15 12-14	5014223030	1-08-135	04/23/2008 10:30	Solid	mg/kg	<0.0011	<0.0055	<0.0055	<0.011	<0.0044	Delineation
TP-16 04-06	5014223031	1-08-135	04/23/2008 10:40	Solid	mg/kg	<0.0012	<0.0062	<0.0062	<0.0124	<0.005	Delineation
TP-16 06-08	5014223032	1-08-135	04/23/2008 10:45	Solid	mg/kg	<0.0012	<0.0061	<0.0061	<0.0121	<0.0048	Delineation
TP-17 04-06	5014223033	1-08-135	04/23/2008 11:20	Solid	mg/kg	<0.0013	<0.0064	<0.0064	<0.0129	<0.0051	Delineation
TP-17 06-08	5014223034	1-08-135	04/23/2008 11:30	Solid	mg/kg	<0.0012	<0.0062	<0.0062	<0.0124	<0.005	Delineation
TP-17 10-12	5014223035	1-08-135	04/23/2008 11:45	Solid	mg/kg	<0.0011	<0.0056	<0.0056	<0.0112	<0.0045	Delineation
TP-18 02-04	5020043001	1-08-135	10/20/2008 10:30	Solid	mg/kg	<0.00066	<0.0033	<0.0033	<0.0066	<0.0026	Delineation
TP-18 04-06	5020043002	1-08-135	10/20/2008 10:40	Solid	mg/kg	8.33	4.7	13.2	18.2	2.35	Delineation
TP-18 08-10	5020043003	1-08-135	10/20/2008 10:50	Solid	mg/kg	0.003	0.0103	0.0336	0.055	0.108	Delineation
TP-19 02-04	5020043004	1-08-135	10/20/2008 11:45	Solid	mg/kg	<0.00093	<0.0047	<0.0047	<0.0093	<0.0037	Delineation
TP-19 08-10	5020043005	1-08-135	10/20/2008 12:00	Solid	mg/kg	1.55	0.855	9.98	15	1.9	Delineation
TP-19 18-20	5020043006	1-08-135	10/20/2008 12:30	Solid	mg/kg	<0.00098	<0.0049	<0.0049	<0.0098	<0.0039	Delineation

EXHIBIT B
Table of Analytical Results (continued)

Item a.

Sample ID	Lab ID	Client Project	Collected Date	Matrix	Units	Benzene	Toluene	Ethylbenzene	Xylene (Total)	Methyl-tert-butyl ether	TYPE
TP-20 04-06	5020043007	1-08-135	10/20/2008 14:00	Solid	mg/kg	<0.00098	<0.0049	<0.0049	<0.0098	<0.0039	Delineation
TP-20 06-08	5020043008	1-08-135	10/20/2008 14:15	Solid	mg/kg	2.63	.014J	2.27	2.75	.0158J	Delineation
TP-20 12-14	5020043009	1-08-135	10/20/2008 14:30	Solid	mg/kg	<0.00089	<0.0044	<0.0044	<0.0089	<0.0036	Delineation
TP-21 08-10	5020043010	1-08-135	10/20/2008 15:30	Solid	mg/kg	<0.00089	<0.0045	<0.0045	<0.0089	<0.0036	Delineation
TP-22 04-06	5020043011	1-08-135	10/21/2008 08:45	Solid	mg/kg	<0.0292	<0.146	<0.146	<0.292	<0.117	Delineation
TP-22 06-08	5020043012	1-08-135	10/21/2008 09:00	Solid	mg/kg	1.32	<0.256	0.932	0.851	0.514	Delineation
TP-22 12-14	5020043013	1-08-135	10/21/2008 09:15	Solid	mg/kg	<0.00078	<0.0039	<0.0039	<0.0078	<0.0031	Delineation
TP-23 04-06	5020043014	1-08-135	10/21/2008 10:30	Solid	mg/kg	<0.0011	<0.0054	<0.0054	<0.0107	<0.0043	Delineation
TP-23 06-08	5020043015	1-08-135	10/21/2008 10:15	Solid	mg/kg	<0.00098	<0.0049	<0.0049	<0.0098	<0.0039	Delineation
TP-23 10-12	5020043016	1-08-135	10/21/2008 11:00	Solid	mg/kg	<0.00077	<0.0039	<0.0039	<0.0077	<0.0031	Delineation
TP-24 08-10	5020043017	1-08-135	10/21/2008 12:00	Solid	mg/kg	0.0021	<0.0043	<0.0043	<0.0086	<0.0034	Delineation
TP-25 06-08	5020043018	1-08-135	10/21/2008 13:30	Solid	mg/kg	<0.00083	<0.0042	<0.0042	<0.0083	<0.0033	Delineation
TP-26 08-10	5020856001	1-08-135	11/13/2008 11:00	Solid	mg/kg	<0.0008	<0.004	<0.004	<0.008	<0.0032	Delineation
TP-27 04-06	5020856002	1-08-135	11/13/2008 11:45	Solid	mg/kg	0.0044	<0.0056	<0.0056	<0.0112	<0.0045	Delineation
TP-27 06-08	5020856003	1-08-135	11/13/2008 11:55	Solid	mg/kg	3.77	0.805	3.85	6.58	0.432	Delineation
TP-27 16-18	5020856004	1-08-135	11/13/2008 12:40	Solid	mg/kg	0.017	<0.0038	0.0059	<0.0076	0.003	Delineation
TP-28 08-10	5020856005	1-08-135	11/13/2008 13:25	Solid	mg/kg	0.0031	<0.0048	<0.0048	<0.0096	<0.0038	Delineation
TP-29 08-10	5020856006	1-08-135	11/13/2008 15:00	Solid	mg/kg	<0.00076	<0.0038	<0.0038	<0.0076	<0.003	Delineation
TP-30 08-10	5020856007	1-08-135	11/14/2008 10:15	Solid	mg/kg	<0.00077	<0.0039	<0.0039	<0.0077	<0.0031	Delineation
BE	5015255002	1-08-135	05/23/2008 16:37	Solid	mg/kg	15.4	2.21	4.31	3.89	15.2	Closure
BW	5015255001	1-08-135	05/23/2008 16:42	Solid	mg/kg	4.49	0.432	2.41	2.01	3.13	Closure
WW	5015255006	1-08-135	05/23/2008 17:10	Solid	mg/kg	14	2.88	19.2	16.6	8.33	Closure
WS	5015255004	1-08-135	05/23/2008 17:19	Solid	mg/kg	<0.00099	<0.005	<0.005	<0.0099	<0.004	Closure
WE	5015255005	1-08-135	05/23/2008 17:40	Solid	mg/kg	3.57	0.25	3.61	1.47	2.03	Closure
WN	5015255003	1-08-135	05/23/2008 18:03	Solid	mg/kg	1.3	.116J	0.518	0.908	0.258	Closure
NW	5016710001	1-08-135	07/10/2008 13:39	Solid	mg/kg	20.9	3.41	19.5	78.9	16.2	Over Excavation
WW	5016710002	1-08-135	07/10/2008 13:42	Solid	mg/kg	0.263	.0766J	0.302	0.997	<0.0794	Over Excavation
SW	5016710003	1-08-135	07/10/2008 13:53	Solid	mg/kg	1.58	0.438	2.15	4.52	1.09	Over Excavation
WB	5016710004	1-08-135	07/10/2008 13:58	Solid	mg/kg	5.06	.0987J	1.36	2.03	2.7	Over Excavation
EW	5016710005	1-08-135	07/10/2008 14:01	Solid	mg/kg	8.61	2.28	10.3	38.8	5.4	Over Excavation
EB	5016710006	1-08-135	07/10/2008 14:04	Solid	mg/kg	0.109	.0328J	.0355J	0.186	0.156	Over Excavation

Xenon Geosciences, Inc.
Danville, Indiana



Key to Symbols

- Benzene below Tier 1 residential corrective action objective (0.17 mg/kg).
- Benzene above Tier 1 corrective action objective (0.17 mg/kg).
- Proposed City of Urbana Highway Authority Agreement Area
- Proposed Illinois DOT Highway Authority Agreement Area
- City of Urbana right-of-way; see Note 3 below.
- IDOT right-of-way; see Note 3 below.
- 901 W University Property (The property extends beyond southern border of this map.)
- Planned IDOT Taking ~ 37 square feet (See Figure 5: University Survey)

NOTES

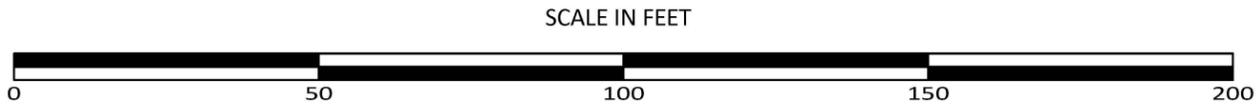
1. All coordinates in State Plane East 1983 - Illinois East (US Survey feet). Coordinates as shown.
2. Base map from Illinois Department of Transportation Right-of-Way Plat (2017) prepared by Bacon Farmer Workman, Job #R-95-061-17, Contract 70B53, and Site grading Plan - Lincoln and University Site Plan (2008), Design Drawings, Farnsworth Group, Champaign, IL.
3. IDOT right-of-way boundaries from a drawing provided by the City of Urbana in 2003. Their source data included plans for the intersection improvements made in the 1960's and discussion with the IDOT District 5 Right-of-way Plats and Plans engineer. Boundaries may have changed.

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Created by Xenon Geosciences Inc.
 Revised 2019-05-01
 Xenon Project 15.10

HIGHWAY AUTHORITY AGREEMENT APPLICATION
 University of Illinois Foundation
 901 West University Avenue, Urbana, Illinois 61801
 IEMA: 2008 0722
 IEPA LPC: 019 105 9057

Exhibit C:
Proposed Highway Authority Agreement Area





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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: July 7, 2025 – Committee of the Whole
Subject: An Ordinance Approving and Authorizing an Amendment to the Second Cooperative Agreement Urbana Free Library Expansion to Facilitate the Transfer of Properties

Summary

Action Requested

The City Council is being asked to approve an Ordinance Approving and Authorizing an Amendment to the Second Cooperative Agreement Urbana Free Library Expansion.

Brief Background

This Ordinance would authorize an amendment to the Second Cooperative Agreement with the Urbana Free Library to facilitate the transfer of legal interest in certain properties between the City of Urbana (“City”) and the Urbana Free Library (“UFL” or “Library”). The Ordinance would also authorize the Mayor or their designee to take actions necessary to effectuate the related transfer of property.

Relationship to City Services and Priorities

Impact on Core Services

Reduces the burden of operating and maintaining property and infrastructure that does not provide a core City service and does not generate self-sustaining revenue. It also enhances the Urbana Free Library’s use of space for operations and future expansion in coordination with its Master Plan.

Strategic Goals & Plans

This amendment is in alignment with the Master Plan for the Urbana Free Library which is intended to complement plans for Downtown Urbana.

Previous Council Actions

[Ordinance No. 2004-07-087: An Ordinance Approving and Authorizing the Execution of a Second Cooperative Agreement \(Urbana Free Library Expansion\).](#)

[Ordinance No. 1999-07-066: An Ordinance Approving an Agreement with the Urbana Free Library and the Urbana Free Library Foundation \(Urbana Free Library Expansion\)](#)

Discussion

Additional Background Information

In 2004, the City Council approved the execution of the Second Cooperative Agreement Urbana Free Library, between the City, Library Board, and Library Foundation for the purpose of facilitating improvements to the Library and transferring ownership interest in two properties within the block immediately surrounding UFL ([link to ordinance and agreement under *Previous Council Actions*](#)). The properties subject to the transfer of ownership interests were the Marro Building (212 W. Green Street) and the Tepper Building (209 W. Elm Street). Per the Second Cooperative Agreement, the entirety or a portion of each of these properties was ultimately to be transferred to the Library.

Marro Building

Since 2022, when the previous tenant did not renew its lease, the City has been working to transfer the Marro Building to the Library. In the interim the Library has used this property for storage and parking under the premise that the parties were working collaboratively towards a legal transfer of interest. Due to executive turnover at the Library in recent years, the collaborative process between the City and Library has stalled.

The Second Cooperative Agreement called for the property commonly referred to as the Marro Building (212 W. Green) to be owned, operated, and maintained by the City as a rental facility until the Library Board was ready to take possession. Under the Second Cooperative Agreement the Library is provide two year's written notice before taking possession and pay an early yield sum if it takes possession prior to January 1, 2025. The proposed amendments remove the written notice requirement along with the early yield sum language and table in order to facilitate the timely transfer of ownership interest. The proposed amendment also acknowledges that the summary of findings of a Phase I ESA at the Marro Building site indicated that although Recognized Environmental Conditions (RECs) were present on the subject property (due to its historic use as a filling station in the past), it was the opinion of the qualified professional engineering firm that immediately enforceable environmental compliance issues are not present on the subject property. However, future development of the subject property will require considerations for the identified RECs if or when that occurs.

Tepper Building

The Second Cooperative Agreement described the parties' intent to separate ownership and control over the Tepper Building parcel between the City and the Library. The stated intent was for the building to go to the library and the parking lot to go to the City, however, it appears that no formal, legal steps to effectuate this intent have ever been taken. Despite this, as a practical matter the Library has assumed ownership, operations, and maintenance responsibility for the building and City has assumed ownership, operations, and maintenance of the parking lot. Until June 30, the City leased the parking spaces in this lot to Busey Bank. However, the long-term benefit of owning the parking area does not outweigh the cost, as the parking income generated does not reasonably fund

the long-term infrastructure maintenance of the lot. On the other hand, the Library is interested in obtaining the parking for library staff and contractor parking. Accordingly, the City administration recommends foregoing the legal separation of ownership interests between the Tepper Building parking and the building itself and supports transferring the entire property to the Library as such a move would serve both parties' interests. The Busey employees who previously parked in this location have relocated to another City parking lot.

Recommendation

It is recommended City Council approve an ordinance authorizing an Amendment to the Second Cooperative Agreement Urbana Free Library Expansion to facilitate the transfer of properties.

Next Steps

Once the agreement is approved, the City and UFL will agree on a closing date and proceed with the transfer of title.

Attachments

1. Urbana Free Library Block - Ownership Exhibit
2. An Ordinance Approving and Authorizing an Amendment to the Second Cooperative Agreement Urbana Free Library Expansion (to Facilitate the Transfer of Properties)
3. Amendment to Second Cooperative Agreement Urbana Free Library Expansion

Originated by: Vince Gustafson, Interim Public Works Director

Reviewed: Matthew Roeschley, City Attorney

Approved: Elizabeth Hannan, Interim City Administrator

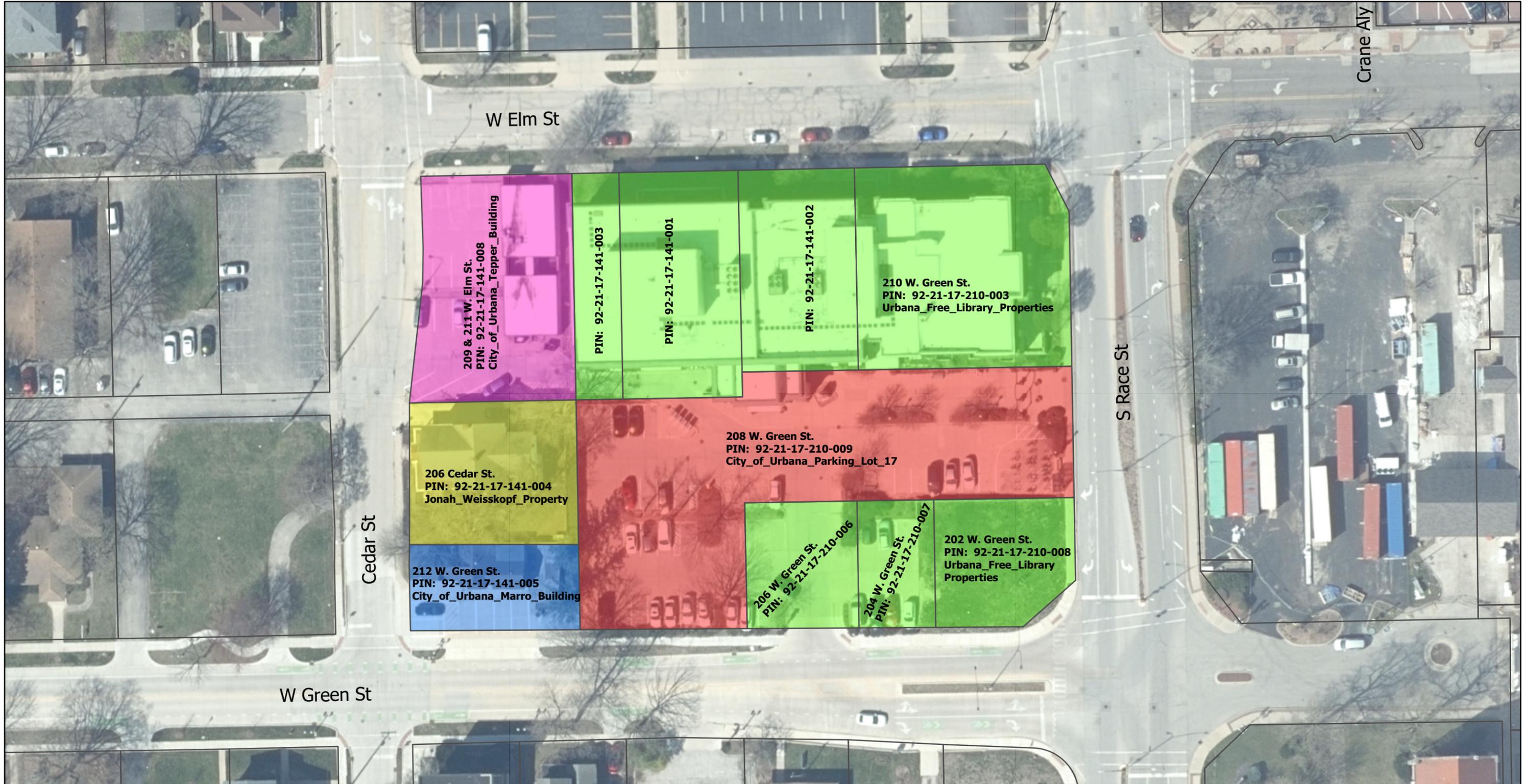
The Urbana Free Library Block

Date created: 7/02/2025
Created by: Urbana Public Works, (217) 384-2342
Data source: CCGIS Consortium, Urbana Public Works

Ownership Exhibit

Scale: 1" = 50'

N
Item b.



Legend

- | | | |
|---|---|--|
|  City_of_Urbana_Parking_Lot_17 |  Jonah_Weisskopf_Property |  City_of_Urbana_Tepper_Building |
|  Urbana_Free_Library_Properties |  City_of_Urbana_Marro_Building | |

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING AN AMENDMENT TO THE SECOND COOPERATIVE AGREEMENT URBANA FREE LIBRARY EXPANSION

(TO FACILITATE THE TRANSFER OF PROPERTIES)

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

Section 1. That the Amendment to the Second Cooperative Agreement Urbana Free Library Expansion (“Amendment”) between the City of Urbana, the Board of Trustees of the Urbana Free Library, and the Urbana Free Library Foundation, in substantially the form of the copy of said Amendment attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Amendment as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3. That the Mayor of the City of Urbana or their designee is authorized to take actions necessary to effectuate the transfers of title described in Section C.8. of the amended Agreement.

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

DeShawn B. Willaims, Mayor

AMENDMENT TO
SECOND COOPERATIVE AGREEMENT URBANA FREE LIBRARY EXPANSION

This Amendment is entered into between the **City of Urbana, Champaign County, Illinois**, an Illinois municipal corporation (the “**City**”) and **The Board of Trustees of the Urbana Free Library**, an administrative agency of the City of Urbana (“**Board**”), and **The Urbana Free Library Foundation**, an Illinois Not-for-Profit Corporation (“**Foundation**”) (collectively “**the Parties**”). This Amendment shall become effective upon its execution by the Parties.

RECITALS

WHEREAS, the Parties entered into a Second Cooperative Agreement Urbana Free Library Expansion (“**Agreement**”) on December 6, 2004; and

WHEREAS, the Agreement contained provisions concerning a property located at 212 W. Green known as the “Marro Building”; and

WHEREAS, the Agreement required the City to acquire the Marro Building and subsequently transfer the building to the Board under certain conditions; and

WHEREAS, the City completed acquisition of the Marro Building in 2004; and

WHEREAS, a Phase I Environmental Site Assessment (ESA) was completed on the subject property by a qualified professional engineering firm at the expense of the City; and

WHEREAS, the summary of findings of the Phase I ESA indicated that although Recognized Environmental Conditions (RECs) were present on the subject property, it was the opinion of the qualified professional engineering firm that immediately enforceable environmental compliance issues are not present on the subject property; but rather, future development of the subject property will require considerations for the identified RECs if and when that occurs; and

WHEREAS, the Agreement contained provisions concerning a property located at 209 West Elm Street known as the “Tepper Building”; and

WHEREAS, the Agreement contained provisions for the Tepper Building parcel to be split (to the extent allowed by existing zoning) for the Board to own, operate, and use the building and for the City to own and lease or place meters on the parking area to receive income from that space; and

WHEREAS, the Tepper Building parcel was never split nor was ownership and title ever transferred to the Board; and

WHEREAS, the Parties desire to waive certain conditions in order to facilitate the transfer of both the Marro Building and the Tepper Building (including the parking area) to the Board.

AMENDMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement in the following respects only:

- A. Paragraph B.3.b shall be amended to read as follows: “The “Tepper Building” (209 West Elm Street), including the parking area which has previously been utilized for lease and/or meters for the City to receive income from, shall be transferred to the Board.
- B. The Agreement shall be amended by striking and deleting Paragraph C.6.b in its entirety. The remaining sub-paragraphs of Paragraph C.6 shall be re-lettered accordingly.
- C. Paragraph C.8 shall be amended to read as follows: “Closing: The transfer of use and transfer of title of the Tepper Building shall be on the date of execution of this amendment, which date shall be referred to as the Closing Date for the purpose of this agreement.” “The transfer of title to the Tepper Building and transfer of title to the Marro Building shall be scheduled by agreement of the Parties upon the execution of this Amendment, which date shall be referred to as the Closing date for purpose of the Agreement.”
- D. Paragraph 5b of Exhibit B attached to the Agreement shall be amended to read as follows: “Until 2017, this site will be available for use by the City in ways specified in the Second Cooperative Agreement and which are complementary to the appearance or use by the Board. In 2026, or earlier as may be requested by the Board, title shall vest in the Board.”
- E. Exhibit C attached to the Agreement shall be removed from the Agreement.

Except as herein provided, all terms and provisions of the Agreement remain in full force and effect.

Upon execution of this Amendment, the Parties acknowledge and agree that the Foundation has met all its obligations under the Agreement concerning the Marro Building and the Tepper Building. The Parties further acknowledge and agree that the Foundation shall have no further rights, responsibilities, obligations, financial risk or exposure concerning the Marro Building or the Tepper Building.

Upon execution of this Amendment, the City shall complete the transfer of the Marro Building and the Tepper Building to the Board.

[signature page to follow]

IN WITNESS WHEREOF, the City, Board, and Foundation have caused this Amendment to be executed by their duly authorized officer(s) as of the date set forth below.

CITY OF URBANA, ILLINOIS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Date: _____

BOARD OF TRUSTEES, URBANA FREE LIBRARY

By: _____
President

Date: _____

URBANA FREE LIBRARY FOUNDATION

By: _____
President

Date: _____



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: July 7, 2025 Committee of the Whole
Subject: An Ordinance Approving a Special Use Permit
(1204 S. Lincoln Ave. / Plan Case No. 2508-SU-25 – Hostel)

Summary

Action Requested

City Council is being asked to approve a special use permit for a hostel.

Plan Commission Recommendation

The Plan Commission reviewed the proposed special use permit on June 26, 2025, and voted four to one to recommend approval to City Council.

Relationship to City Services and Priorities

Impact on Core Services

Approval of the special use permit will have no direct impact on City services.

Strategic Goals & Plans

The 2005 Comprehensive Plan identifies the future land use of the site as “University Residential”. As detailed in the attached staff report to Plan Commission, the proposal aligns very well with that designation and to several Goals and Objectives of the plan.

Previous Council Actions

Ordinance No. 2022-05-015 – This ordinance amended the Zoning Ordinance to encourage the reuse of existing buildings in the R-7 zoning district. The main goal of the ordinance was to allow important fraternity and sorority houses to be reused and preserved.

Discussion

Community Impact

The impact to the community should be no greater than the previous use of the building as a sorority/fraternity house.

Recommendation

The Plan Commission recommended that Council approve the special use permit. Staff concurs with that recommendation.

Next Steps

If Council approves the application, the applicant will purchase the building, have a professional perform a code analysis of the building, and will make necessary renovations to the interior of the building to ensure that it meets Building Safety and Fire code for a hotel/hostel. If Council denies the application, the property will remain vacant.

Attachments

1. An Ordinance Approving a Special Use Permit (1204 S. Lincoln Ave. / Plan Case No. 2508-T-25 – Hostel)
2. Plan Commission Staff Report (June 26, 2025)
3. Plan Commission Draft Meeting Minutes (June 26, 2025)

Originated by: Kevin Garcia, Principal Planner, Zoning Administrator

Reviewed: Breaden Belcher, Grants Division Manager

Approved: Elizabeth Hannan, Interim City Administrator

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT

(1204 South Lincoln Avenue / Plan Case No. 2508-SU-25 – Hostel)

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, Halton Bagley has petitioned the City for approval of a special use permit to allow a hostel at 1204 South Lincoln Avenue; and

WHEREAS, the Zoning Ordinance requires a special use permit for hotels, the most similar use to hostels, in the R-7, University Residential, Zoning District; and

WHEREAS, the proposed use would be conducive to the public convenience, as the location, directly across from the University, along Lincoln Avenue, is easily accessible by people walking, biking, ridesharing, scootering, driving, or taking the bus, and would also provide a low-cost lodging option close to the University; and

WHEREAS, the proposed use would not be injurious or detrimental to the R-7 zoning district, or injurious to the general public, as it will reuse a historically-significant Greek house that has been vacant for years, its operations and policies will make it less of a potential nuisance than its historical use; and

WHEREAS, the proposed use would conform to the regulations and standards of, and preserve the essential character of, the R-7 zoning district by reusing a vacant Greek house without altering the exterior; and

WHEREAS, the proposed renovations are generally consistent with the 2005 Comprehensive Plan and the future land use designation of University Residential; and

WHEREAS, after due publication, the Urbana Plan Commission held a public hearing on June 26, 2025, and voted with four (4) ayes, and one (1) nay to forward Plan Case 2508-SU-25 to the Urbana City Council with a recommendation to approve the request for a special use permit; and

WHEREAS, approval of the special use permit, with the condition set forth below, is consistent with the requirements of Section VII-4 of the Urbana Zoning Ordinance, Special Use Procedures, and with the general intent of that section of the Ordinance.

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

Section 1.

A Special Use Permit is hereby approved to allow a hostel at 1204 South Lincoln Avenue, with the following condition:

1. The hostel will be staffed 24 hours a day, 7 days a week.

Legal Description:

That part of Lot 2 in Lincoln Place, an Addition to the City of Urbana, as per Plat recorded May 28, 1907, as Document Number 59369, Plat Book "C", Page 50, situated in the City of Urbana, Champaign County, Illinois, described as follows:

Beginning at the Northeast corner of the said Lot 2; thence South 19.5 feet; thence West 25 feet; thence South 15.5 feet; thence West 115 feet, more or less to the West line of said Lot 2; thence North 25 feet on the West line of said Lot 2; thence East 115 feet, more or less to a point 25 feet West of the East line of said Lot 2; thence North 10 feet; thence East 25 feet to the place of beginning;

AND, Lot 3 in Lincoln Place, an Addition to the City of Urbana, as per Plat recorded May 28, 1907 as Document Number S9369, Plat Book "C", Page 50, and the North 10 feet of the West 115 feet of Lot 2 of said Lincoln Place, situated in the City of Urbana, Champaign County, Illinois;

AND, Lot 4 in Lincoln Place, an Addition to the City of Urbana, as per Plat recorded May 28,

1907 as Document Number 59369, Plat Book “C”, Page 50, situated in the City of Urbana, Champaign County, Illinois.

Permanent Index Number(s): 93-21-17-304-001

Common Address: 1204 S. Lincoln Avenue, Urbana, IL 61801

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.

DeShawn B. Williams, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: The Urbana Plan Commission

FROM: Kevin Garcia, Principal Planner

DATE: June 20, 2025

SUBJECT: **Plan Case 2508-SU-25:** A request by Halton Bagley for a Special Use Permit to allow a hostel at 1204 South Lincoln Avenue in the R-7 (University Residential) Zoning District.

Introduction

Halton Bagley requests a special use permit to allow a hostel at 1204 South Lincoln Avenue. Hostels are similar to hotels, but are typically more budget-friendly, cater to a younger clientele, and have shared sleeping and bathroom facilities (see Proposed Use/Activities below for more details). Table V-1, Table of Uses, in the Zoning Ordinance allows hotels in the R-7 zoning district in existing buildings if a special use permit is granted.

The building at 1204 South Lincoln Avenue is the former Kappa Delta sorority house. Kappa Delta sold the building in 2017, and it has been vacant since 2021. It was purchased by Jim Webster in June, 2024, and Mr. Webster has given the applicant, Mr. Bagley, his consent to apply for a special use permit. If the special use permit is granted, Mr. Bagley intends to purchase the property and live in it as the owner-operator of the proposed hostel.

The Plan Commission must review the special use permit application, hold a public hearing, and make a recommendation to the City Council. The City Council must then approve, approve with certain conditions, or deny the request.

Background

Description of the Site and Surrounding Properties

The site is approximately 19,000 square feet (0.44 acres); it is located at the southeast corner of Lincoln Avenue and Indiana Avenue. It is directly across the street from the McKinley Health Center on the University of Illinois campus. Nearby uses include the University of Illinois campus (west), the Twin City Bible Church (south), and housing (north, east, further south). The table below shows the zoning, current land use, and future land use designations from the 2005 Comprehensive Plan of the site and surrounding land (see Exhibits A, B, and C for associated maps).

Table 1. Zoning, Existing Land Use, Future Land Use Designation

	Zoning	Existing Land Use	Future Land Use
Site	R-7, University Residential	Vacant (former Greek house)	University Residential
North	R-5, Medium High Density Multiple-Family Housing	Apartments	University Residential
East	R-7, University Residential	Religious (Twin City Bible Church)	University Residential
South	R-7, University Residential	Religious (Twin City Bible Church)	University Residential
West	CRE, Conservation, Recreation, and Education	University (McKinley Health Center)	Institutional

The building at 1204 South Lincoln Avenue was built between 1924 and 1927. It was home to the Kappa Delta sorority for decades, until Kappa Delta sold the property in 2017. While the building is not a local or national historic landmark, it easily meets the criteria required for either designation.

Proposed Use/Activities

The proposed use is a hostel, which is similar to a hotel, but with some key differences. An article on the website nerdwallet.com summarizes the differences as follows:

“Hotels tend to offer more privacy, security and amenities, and can range in style from budget to deluxe. Hostels, meanwhile, cater to travelers who are interested in more communal experiences, typically offering residence hall-like rooms, group activities and shared bathrooms and kitchens. Both hotels and hostels range in cost, but hostels are generally more affordable.”¹

The proposed hostel would have a maximum capacity of around 60 guests, which is less than the current maximum occupancy.² The layout of the building would remain essentially unchanged, and there will be no changes made to the exterior. The hostel would have 10 private rooms, 10-11 shared rooms, 6 full (i.e. private) bathrooms, and 2 community bathrooms (each with 4 showers, 7 sinks, and 3 toilets). Planned changes to the interior are minimal: refinishing the floors in some rooms and adding furniture.

The applicant plans to live in and operate the hostel, and will have policies that should make the hostel less of a potential nuisance for neighbors, specifically: quiet hours beginning at 10pm nightly, and no alcohol on site. They will also have a minimum age of 18 to check in, and they will require ID to verify age.

There are 11 on-site parking spaces, and the applicant has been in contact with the City’s Finance Department about purchasing single-day guest parking passes to have on hand if needed. He has also been in contact with the U of I about reserving parking spaces in Lot F11, again, if needed. Lot 11 is roughly a two minute walk from the site.

The building was under the University’s private certified housing program and had regular inspections, so it is already sprinklered. Since a hostel would be a new use, the City will require a full code analysis and new inspections of the building prior to occupancy.

¹ <https://www.nerdwallet.com/article/travel/difference-between-hostel-hotel>

² The existing maximum capacity for the use as a Greek house is 67.

Discussion

Comprehensive Plan

The 2005 Comprehensive Plan designates this property’s future land use as “University Residential”. The plan does not define “University Residential”, however, so in this instance, the Zoning Ordinance may provide the best guidance. It defines the University Residential (R-7) district as:

“... intended to provide areas in proximity to the University of Illinois for dormitories and rooming houses, which are occupied primarily by students, to insure the longevity of the architectural character and use of these existing buildings, and to protect nearby low-density residential districts from incompatible developments. The R-7 district also allows some business uses within existing structures. The district is intended to encourage the adaptive re-use of existing older structures.”

The proposal aligns very well with the intent of the district. It would adaptively reuse an existing, architecturally-significant building that has been vacant for several years and would not alter its exterior, which would insure the longevity of the architecture of the building. It would also be generally compatible with the nearby residential districts and the University.

The proposal also aligns with several Goals and Objectives of the plan, including:

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

Obj. 1.2 – Encourage investment in older properties to help maintain their appearance and long-term potential.

Goal 2.0 – Promote a balanced and compatible mix of land uses that will help create long-term, viable neighborhoods.

Goal 12.0 – Preserve the characteristics that make Urbana unique.

Requirements for a Special Use Permit

According to Section VII-4.A. of the Urbana Zoning Ordinance, an application for a special use permit shall demonstrate the following:

1. That the proposed use is conducive to the public convenience at that location.

The proposed use is conducive to the public convenience. The location, directly across from the University, along Lincoln Avenue, is easily accessible by people walking, biking, ridesharing, scootering, driving, or taking the bus. The application states that there is a clear demand for short-term lodging options in close proximity to the University campus, and while staff have not conducted any studies to determine such demand, the only hotels in proximity are at the Gather (at University and Lincoln), which has only around 30 hotel rooms, and the Hotel Royer (Downtown), which has around 125. Neither option is likely to be very affordable to the student demographic that the applicant is targeting for the proposed hostel, and neither are as conveniently-located with respect to the University.

Staff find this criteria met.

2. That the proposed use is designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it shall be located, or otherwise injurious to the public welfare.

The proposed use is likely to be less of a nuisance than if the building continued to be used as a Greek house. The applicant plans to institute two policies that set it apart from most Greek houses: quiet hours starting at 10pm every night, and no alcohol on site.

Furthermore, one of the most often-cited concerns about nearly any change of use is on-street parking. In this case, that should not be an issue, for several reasons. The most significant reason is that the City of Urbana requires permits to park on the surrounding streets. The City issues permits to residents (for a fee), and it does not limit the number of residential permits issued for a single building. It is therefore not uncommon for Greek houses to have 10, 20, or even more parking permits issued to their residents, which can contribute to the lack of on-street parking available for other residents. The proposed hostel would not have residential permits, but would have guest permits available on an as-needed basis. The applicant has already been discussing such permits with the Finance Department. In addition, they have been discussing the use of spaces in the University's Lot 11, which is a two-minute walk from the site. If the 11 on-site parking spaces are ever not enough the applicant has options available that should not create parking problems. It's also expected that most people staying at the hostel will not have a private automobile, and will take the train, bus, rideshare, scooters, bike, or walk to the site when they arrive in town.

Staff find this criteria met.

3. That the proposed use conforms to the applicable regulations and standards of, and preserves the essential character of, the district in which it shall be located, except where such regulations and standards are modified by Section VII-7.

The proposed use is precisely the type of adaptive reuse that was envisioned for the R-7 district when the Zoning Ordinance was amended to encourage the reuse and preservation of Greek houses in 2022.³ As such, it conforms exceedingly well to the regulations of, and preserves the essential character of, the R-7 district.

Changing the use from a Greek house to a hostel will require a full Building Code analysis by a licensed professional, and any required changes to make the building compliant with the code must be made before a certificate of occupancy will be issued.

Staff find these criteria met.

In response to the requirements in Section VII-4.A. of the Zoning Ordinance, the Plan Commission shall make a recommendation to the City Council for or against the proposed special use, and may also recommend such additional conditions and requirements on the operation of the proposed use as are appropriate or necessary for the public health, safety, and welfare, and to carry out the purposes of this Ordinance, including but not limited to conditions that:

1. Regulate the location, extent, and intensity of such use;
2. Require adherence to an approved site plan;
3. Require landscaping and the screening of such use by means of fences, walls, or vegetation;
4. Stipulate a required minimum lot size or yards, and maximum height of buildings and structures;

³ Ord. No. 2022-05-015, 5-23-22 / Plan Case No. 2438-T-22

5. Regulate vehicular access and volume, and the design and location of parking and loading areas and structures;
6. Require conformance to health, safety, and sanitation requirements as necessary;
7. Regulate signs and outdoor lighting; and
8. Any other conditions deemed necessary to affect the purposes of the Zoning Ordinance.

In addition, Section VIII-5.M states that:

1. No additional parking is required for new uses in existing buildings. However, parking for commercial uses may be required as a condition of a special use permit.

For the reasons stated under the discussion for Criteria 2, staff do not recommend that the Plan Commission recommend any additional parking conditions.

Summary of Findings

1. The proposed use would be conducive to the public convenience, as the location, directly across from the University, along Lincoln Avenue, is easily accessible by people walking, biking, ridesharing, scootering, driving, or taking the bus; it would also provide a low-cost lodging option close to the University.
2. The proposed project would not be injurious or detrimental to the R-7 zoning district, or injurious to the general public, as it will reuse a historically-significant Greek house that has been vacant for years, its operations and policies will make it less of a potential nuisance than its historical use.
3. The proposed project would conform to the regulations and standards of, and preserve the essential character of, the R-7 zoning district by reusing a vacant Greek house without altering the exterior.
4. The proposed project is generally consistent with the 2005 Comprehensive Plan and the future land use designation of University Residential.

Options

The Plan Commission has the following options in Plan Case 2508-SU-25:

1. Recommend approval of the special use permit without any conditions.
2. Recommend approval of the special use permit with any conditions deemed appropriate or necessary for the public health, safety, and welfare, and to carry out the purposes of the City's municipal code.
3. Recommend denial of the special use permit. If the Plan Commission elects to do so, it must articulate the findings supporting its denial.

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 Plan Commission recommend **APPROVAL** of the proposed special use permit in Plan Case No. 2508-SU-25 with no conditions.

- Attachments: Exhibit A: Location Map
- Exhibit B: Zoning Map
- Exhibit C: Future Land Use Map
- Exhibit D: Application for Special Use Permit
- Exhibit E: Site Photos

MINUTES OF A REGULAR MEETING**URBANA PLAN COMMISSION****DRAFT****DATE:** June 26, 2025**TIME:** 7:00 P.M.**PLACE:** Council Chambers, City Hall, 400 South Vine Street, Urbana, Illinois**MEMBERS ATTENDING:** Dustin Allred, Will Andresen, Andrew Fell, Lew Hopkins, Karen Simms, Chenxi Yu**MEMBERS ABSENT:** Debarah McFarland**MEMBERS EXCUSED:** Bill Rose**STAFF PRESENT:** Kevin Garcia, Principal Planner; Teri Andel, Planning Administrative Assistant II**OTHERS PRESENT:** Halton Bagley, Geoff Bant, Larry Berger**A. CALL TO ORDER and ROLL CALL**

Chair Allred called the meeting to order at 7:02 p.m. Roll call was taken, and there was a quorum of the members present.

...

G. NEW PUBLIC HEARINGS**Plan Case No. 2508-SU-25 – A request by Halton Bagley for a Special Use Permit to allow a hostel at 1204 South Lincoln Avenue in the R-7 (University Residential) Zoning District.**

Chair Allred opened Plan Case No. 2508-SU-25. He reviewed the procedure for a public hearing. Mr. Fell recused himself from the case as he has worked with the applicant previously on plans for a hostel [at a different location, which ultimately was not pursued].

Kevin Garcia, Principal Planner, presented the case to the Plan Commission. He began by stating the reason for the special use permit request, which is to allow a hostel in the R-7 (University Residential) Zoning District. He showed where the subject property, 1204 South Lincoln Avenue, is located on the City of Urbana map. He noted the zoning, current land use, and future land use designation of the subject property as well as for the surrounding adjacent properties. He talked about the differences between a hostel and a hotel. He described in detail the proposed use as a hostel noting the intended capacity, number of bedrooms and bathrooms, and the proposed operations and parking requirements. He explained how the proposed use relates to the 2005 Comprehensive Plan. He showed photos of the proposed site from all directions. He reviewed the requirements for a special use permit according to Section VII-4.A of the Urbana Zoning Ordinance. He presented staff's recommendation for approval.

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

Ms. Yu inquired about a previous case involving 713 West Ohio Street being used as a church. She asked what the focal point of discussion was by the Plan Commission, and what were the other issues of concern. Mr. Garcia replied that he did not handle the case and could not recall what issues people had. He said that it appears that the church use fits in the neighborhood well. City staff have not received any complaints. Mr. Hopkins recalled that the issues were about parking. Ms. Yu stated that the church has very low usage and low impact on the neighborhood.

Chair Allred inquired about the following statement in the written staff report, “no additional parking is required for new uses in existing buildings”. He asked if there are any parking requirements for the proposed hostel use or there would be no additional parking spaces required. Mr. Garcia said that as an incentive for adaptively reusing an R-7 building, there would be no additional parking required for the proposed use.

Chair Allred understood the intent to be that some kind of use that was maintaining some part of the original use, but taking up some use in a part of the building would not trigger the need for additional parking.

Chair Allred inquired about bicycle parking being required. Mr. Garcia said that staff did not change the bicycle parking requirements. Since a hostel use would be considered a commercial use, it would require 10% of the required automobile parking up to a maximum of 25 bicycle parking spaces. Chair Allred asked if this calculation would be based on the theoretical required parking for automobiles. Mr. Garcia said yes, that is what he, as Zoning Administrator, would base the number of required bicycle parking spaces off of.

Chair Allred asked if the access for the parking area would be on Indiana Avenue. Mr. Garcia replied that the access on Indiana Avenue is a shared drive. There is also a second access off Lincoln Avenue. Chair Allred asked if it would be an option to close off access from Lincoln Avenue, especially since there is some intent in the Lincoln Avenue Corridor Study to close off access from Lincoln Avenue where possible. This would address some of the concerns expressed in the written communications received for this case. Mr. Garcia replied that he was not sure what the configuration is totally, but he believed the parking is already striped. One could always restripe the parking spaces. He was not sure how parking would be impacted by closing off the access to Lincoln Avenue.

Chair Allred asked for clarification on how long the existing building has been vacant since the Greek house moved out. Mr. Garcia said it has been vacant since 2021. Chair Allred asked what the trend or interest is of Greek houses being reused by new Greek housing organizations. Mr. Garcia said that his experience is that there is less interest in students living in Greek houses. He said that in 2019, Landmarks Illinois identified Greek houses in Champaign-Urbana as being on their top 10 most endangered list, which is what spurred Urbana City staff to make changes to the R-7 Zoning District to allow more uses in them.

With there being no further questions for City staff, Chair Allred opened the hearing for public input. He invited the applicant(s) to come forward.

Halton Bagley, applicant, approached the Plan Commission to speak on behalf of his request for a special use permit. He began by stating that opening a hostel has been a dream of his for a very

long time. He talked briefly about his experience staying at hostels in Europe, South America, and Asia. He said his goal is to 1) make a safe space for visitors at the University of Illinois to stay when they visit campus. His target market and demographics is friends visiting students, athletes coming into town for less attended sporting events, such as fencing or water polo teams, or international students who get kicked out of their dorms during the holidays, etc. and 2) help the University of Illinois in terms of bringing visitors, potential students, and bringing and allowing events to showcase the University of Illinois.

Mr. Hopkins mentioned that European hostels that he has stayed at had kitchen spaces available to the residents. He questioned why the applicant does not intend to have an open kitchen. Mr. Bagley stated that the reason is fire concerns. He mentioned that he does plan to have refrigeration and water dispensers outside of the kitchen space.

Mr. Hopkins asked if the applicant had received a response from the University of Illinois about using Lot 11 for parking. Mr. Bagley said that Lot 11 has metered spots that the University will bag for \$20.00 each per day. His thought is that less than half of his guests will have automobiles. There are 11 parking spaces on-site. Then, he has allocated paid guest parking permits in the West Urbana neighborhood. Lot F11 and Lot F9 (south of Jimmy John's and Paradiso) are his backup plan if additional parking spaces are needed. He noted that he would average the cost of parking to his guests.

Ms. Simms inquired about the applicant's safety plan to address some of the neighbors' concerns. Mr. Bagley said that he would have complete camera coverage, 24-hour staff, and policies about quiet hours, no alcohol, and an escalation plan if things get out of control.

Ms. Simms asked if the applicant had any policies or thoughts on keeping the use within the purview of a hostel or temporary shelter. Mr. Bagley replied that he plans to follow what other hostels around the world do by having a certain stay limit of no more than 14 days.

Larry Berger, Chair of the Leadership Council at Twin City Bible Church, approached the Plan Commission to speak. He stated that the Twin City Bible Church is next door to the proposed site. The church's congregation is typically half students, and many of those are international. So, the target audience of the proposed hostel would overlap and is consistent with who the church targets for members.

He mentioned that the church shares the access drive off Indiana Avenue and the access off Lincoln Avenue with the proposed site. He expressed concern for the safety of children from the church walking to the house on Indiana Avenue. He said it is important for the church to work with the applicant to develop a safety policy for Sunday mornings and Wednesday evenings to develop a controlled traffic movement to really put the safety of the children as a priority. Other than this, the church is supportive of the proposed hostel use.

Mr. Hopkins asked about the legal standing of the shared driveways. It appears that the access drive on Lincoln Avenue is half on the church's property and half on 1204 South Lincoln Avenue property. He assumed that there is an easement to make this work. Mr. Berger confirmed that the drive is half and half. Mr. Hopkins stated that the access drive on Indiana Avenue appears to be on the Church's property. Mr. Berger said he was not familiar with knowing what property this drive is located on.

Chair Allred asked if there currently lighting on the shared driveways. Mr. Berger replied that there is lighting on the houses and from the church projecting to some degree over the shared driveways. He said the church is more concerned about making new guests aware that at certain times, families and children are going to be in that space and caution needs to be taken. Ms. Simms said that with an airbnb, there are policies or written agreements notifying guests when checking in to learn about certain concerns.

Geoff Bant approached the Plan Commission to speak. He stated that he lives on the corner of Pennsylvania and Busey Avenues. He expressed concern about the possibility of traffic increase with really high-speed traffic. He said that people are now using Pennsylvania Avenue as a way to avoid driving on Florida Avenue and use Busey Avenue as a way to avoid Lincoln Avenue (in the process jumping over the stop signs). He noted that he has clocked many drivers going 45 mph down Pennsylvania Avenue.

He stated that he participated in two study groups and expressed his concerns about traffic, but his concerns are considered secondary because the City does not think that there is much traffic on Lincoln Avenue and on Busey Avenue.

Mr. Bant stated that he admires the reuse of the existing building. We need affordable places for out-of-towners to stay while they are visiting Urbana.

With regards to the proposed use as a hostel, his only concern is parking. He has talked with others in the West Urbana Neighborhood Area (WUNA). He mentioned that he has a parking permit to park on the street, and he is unable to park on the street in front of his house because the students at Nabor House also have permits to park on the street and park their vehicles on the street all day long and all night long.

He asked if there is a maximum number of [guest] permits one can purchase. Mr. Garcia said that he does not know the answer. Mr. Bant stated that he is concerned a person might purchase a whole stack of permits and on football weekends, there will be a flood of parked vehicles along Busey Avenue. With more vehicles being parked on Busey Avenue, it makes it harder for a driver to see other vehicles coming.

Chair Allred asked City staff if the applicant would need to purchase guest parking permits or resident parking permits. Mr. Garcia said that he assumed the applicant would need guest parking permits.

Ms. Yu asked if the guest parking permits had a time restriction of 24 hours. Mr. Garcia said he believes so.

Mr. Bagley reapproached the Plan Commission to address the parking permit question. He explained that there is a sign that states "Without a permit, there is no parking from 3:00 am to 3:00 pm." If you do have a permit, either as a guest or as a resident, you can park on the street up to 24 hours. While he understands Mr. Bant's concern for parking, he is committed to making sure that parking is less of an issue than it even would be as a Greek house. He restated his parking plan. He also mentioned that there is a website called "Spacer" where you can pay a fee per month to use someone's driveway.

He stated that he understands Mr. Berger's concern for the safety of the children walking to and from the church. He is willing to work with the church to do whatever he needs to do to make it safe. He talked about options that he would consider to make this work.

Mr. Bagley talked about how the Lincoln Corridor Study would impact the proposed site. He did not think it would be a problem. Chair Allred wondered if it would be possible for drivers to only access the proposed site off Lincoln Avenue if the access along Indiana Avenue was closed. Mr. Bagley stated that there is enough room on the proposed site for vehicles to turn around and exit onto Lincoln Avenue.

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

Ms. Yu wondered what the difference is between a hotel and a hostel. Ms. Simms recalled Mr. Garcia stating earlier that a hostel would require a different level of inspection and evaluation with regards to the structure policies. Mr. Garcia stated that he said this with respect to the current use of long-term living on the Certificate of Occupancy. There is a higher standard for a hostel or hotel because it is transient living. From a building code standpoint, a hostel and a hotel are considered the same use.

Chair Allred asked if the City staff currently inspects hotels with regards to operation. Mr. Garcia said he did not believe so. The City staff does inspect from a building code perspective.

Ms. Yu said that there is a difference between managing a long-term residential facility and a temporary-residential facility. She expressed concern with the operation of the proposed hostel. Chair Allred stated that the Plan Commission has the option to place conditions on the operation of the proposed hostel.

Ms. Yu stated that she lives in the neighborhood and is interested in group housing. She has seen over the years trying to leverage or use some of the bigger homes as group housing. The density and the management are something that really stresses her out. She has an uneasy feeling about the proposed use.

Mr. Hopkins believes that the City needs to allow the special use permit. It is a near perfect example of what the City needs to accomplish on the east side of Lincoln Avenue with an attempt to make a decisive edge with a viable adaptive reuse of the existing building. The one condition that he would be inclined to have is that there must be 24-hour onsite staffing. It needs to be clear that we expect it to be close to a hotel and operational supervision. He added that what makes this almost ideal is that it can be reversible because it does not involve massive reconstruction or modification of the interior uses. So, if the hostel use fails as a business for whatever reason, we are as well off as we are now...actually even better because the building will be used versus being vacant as it has for the last 4 years.

Chair Allred felt that the Plan Commission members should discuss other conditions they may want to include. They should also discuss what concerns they think might be related to the proposed use that need to be mitigated.

Ms. Yu stated that the Plan Commission has not seen a configuration of the interior of the building. She reiterated her concern with allowing 60 guests and with strangers sharing a room. It

does not sound right. She asked how many rooms there are. What is a reasonable number of unrelated people the hostel can accommodate?

Mr. Andresen asked if the interior of the building would be setup differently from a normal hotel. Mr. Hopkins stated that the proposed hostel would be more restrictive than hostels that he has stayed in. There will be no access to the kitchen. There will be dorm/bunk rooms where 6 people sleep in bunk beds. Ms. Yu said that this is exactly what she is concerned about. Ms. Simms replied that it would be the guest's choice whether to stay there or not. If one chooses to stay at a hostel, then they have consented to sleeping in bunk rooms with strangers. There will also be some double rooms and some private rooms as well. Having 24-hour onsite management is more than most hostels offer.

Chair Allred inquired if there are occupancy limits per room. Mr. Garcia said the applicant described having 10-11 shared rooms. Since the City of Urbana does not currently have any hostels, we would need to go through a new code analysis performed by an architect, which is when we will figure out how many people can actually be in each room.

Ms. Yu said that she does not feel comfortable approving the special use request because there is not enough information. There are no interior plans.

Mr. Bagley again approached the Plan Commission. He said that he has done extensive research on hostels and has spoken with the City's Building Safety Division staff. According to the current Building Code, hotels have occupancy limits per room and for the whole building. The Building Code specifically talks about shared dormitory environments.

Chair Allred stated that the Plan Commission does not usually get into the interior configuration of buildings. When we require a site plan, it is more of the placement of structures on a site. Mr. Garcia stated that it did not seem necessary to require a site plan because the existing building already has rooms for group occupancy. There are private rooms. He said that sometimes we would require site plans when there is a change in use.

Chair Allred asked if there was any interest in having more conditions. Ms. Simms restated the possible conditions that they could require, which include: 1) 24-hour onsite management, 2) language about parking, and 3) language restricting noise level and alcohol use. Chair Allred said that these would address the concerns from the written communications that were received for this case. Ms. Simms added that the only other concern she heard was regarding traffic, but she does not know how the Plan Commission could address it.

Mr. Hopkins moved that the Plan Commission forward Plan Case No. 2508-SU-25 to the City Council with a recommendation for approval with the condition that there will be 24-hour onsite management. Mr. Andresen seconded the motion.

Mr. Hopkins explained his reasoning for the motion. He does not believe that fraternity and sorority housing is prohibited from having alcohol. Mr. Garcia believes this is an individual choice by each one. They are not prevented from having alcohol by the Certificate of Occupancy.

Mr. Hopkins said that he believes the parking solution best served by creativity, flexibility, and opportunity. In most of the things that he can think of to make it explicit would not accomplish resolving parking issues/concerns. He would not know what number to use to cap on-street guest

parking permits or how to reconfigure the parking onsite to improve pedestrian access around the church. He believes that the City should invite innovation and collaboration instead of adding rules that they would not know how they would work or what they should be.

Ms. Yu asked if a special use permit goes with the property or with the applicant. Mr. Garcia explained that a special or conditional use permit is valid until the use is discontinued for a period of 6 months or more, so it would go with the property. Mr. Hopkins stated that if the hostel use fails and the property becomes vacant for 6 months or more, then the permitted use as a hostel would be gone.

Ms. Yu asked how the City would enforce the 24-hour onsite management. Chair Allred stated that there are mechanisms in the existing City Code that can be used to enforce things. Mr. Garcia stated that as with any use, we have no idea whether or not it will be managed well or poorly. If it becomes managed so poorly that it becomes an issue, then there are mechanisms to deal with it.

Chair Allred said that he agreed with Mr. Hopkins in the sense that he does not see adding other conditions. Regarding parking, it makes sense to allow flexibility on what makes sense once the hostel is up and running. Regarding noise, the City of Urbana has a Noise Ordinance in place that is actually more restrictive than requiring quiet time during certain hours. He would leave it up to the applicant as to whether or not he wants to allow alcohol on his property.

Ms. Yu stated that high-density housing takes a lot of management, and she wished the applicant luck.

Ms. Simms stated that the applicant’s business model will be dependent on good business management. His success or failure will live up to the design of his business management. If his design does not work (if it is not safe or if the housing is not comfortable), then the hostel will fail. For a hostel, the business model is good reviews.

Roll call on the motion was as follows:

Mr. Andresen	-	Yes	Mr. Hopkins	-	Yes
Ms. Simms	-	Yes	Ms. Yu	-	No
Chair Allred	-	Yes			

The motion passed by a vote of 4 ayes and 1 nay.

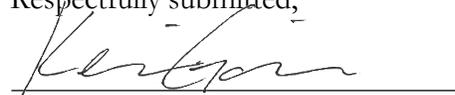
Mr. Garcia noted that Plan Case No. 2508-SU-25 would be forwarded to Committee of the Whole on Monday, July 7, 2025.

...

L. ADJOURNMENT

The meeting was adjourned at 9:19 pm.

Respectfully submitted,



Kevin Garcia, Secretary
Urbana Plan Commission



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: July 7, 2025, Committee of the Whole
Subject: A Resolution Authorizing Acceptance of an IDNR Certified Local Government Grant – Historic Preservation Website (Agreement No. CLG25007)

Summary

Action Requested

Staff request the City of Urbana Committee of the Whole forward the attached Resolution to the Urbana City Council consent agenda.

Brief Background

In May of 2025, the Illinois Department of Natural Resources (IDNR) awarded the City of Urbana a \$8,400 Certified Local Government (CLG) Grant to migrate the City’s Historic Preservation materials from the City’s website to an easily navigable webpage, to add content that was on the old website but was not included in the new website, and to add freshly created content, including interactive maps of Local and National Historic Landmarks and Districts, and architecturally- and historically-significant landmarks. The new webpage will include educational materials such as tours, podcasts, and lectures that were created with previous CLG grants (Attachment 2). In the future, it will also provide educational materials for property homeowners and realtors, as well as newly-updated Royer District educational material.

The CLG matching grants program in Illinois serves as a resource for participating city and county governments to develop and sustain effective local preservation programs and projects that are critical to preserving local historic resources. The State Historic Preservation Office (SHPO) of IDNR administers the Illinois CLG grant program utilizing federal funding it receives from the U.S. Department of Interior, National Park Service (NPS) Historic Preservation Fund (HPF) Program. Under this program, the NPS requires that at least ten percent (10%) of Illinois’ annual federal allocation from the HPF be subgranted exclusively to participating CLGs. Currently, there are 81 CLGs in Illinois. The SHPO anticipates approximately \$110,000 to \$150,000 will be available – on a competitive basis – for this round of grants.

The City of Urbana has applied for CLG grants on a regular basis since 2001. The following is a history of Urbana’s grant applications and awards:

- 2001 \$900 Historic Preservation Brochure
- 2006 \$1,470 Stucco Workshop
- 2007 \$3,150 Historic Wood Window Repair Workshop

- 2008 \$1,198 Royer Arts & Architecture District Brochure
- 2009 \$4,256 Historic House “Unveiling” Workshop
- 2010 (Not Funded) Urbana’s 100 Most Significant Buildings Illustrated Guide
- 2011 \$5,908 Urbana’s 100 Most Significant Buildings Illustrated Guide
- 2012 \$10,500 Urbana’s 100 Most Significant Buildings Podcast Tours
- 2012 \$1,354 Database Redesign, GIS Integration, Demolition Delay Update
- 2015 \$2,450 Historic Resources Interactive Map
- 2025 (Not Funded) Royer Arts & Architecture District Brochure – Update
- 2025 \$8,400 Historic Resources Interactive Map & Website Redesign

Relationship to City Services and Priorities

Impact on Core Services

Accepting the grant will have no impact on core services.

Strategic Goals & Plans

The website reconstruction would align with the following Objectives of the 1998 Preservation Plan:

- Promote the preservation of Urbana's historic resources, including buildings, sites, structures, objects and historic districts.
 - Provide a mechanism for identifying and designating Urbana's historic resources.
- Foster understanding and civic pride in Urbana's history and architecture.
 - Promote the use of Urbana's historic resources for the education, pleasure and welfare of Urbana's citizens and visitors.

It would also align with the following Goals and Objectives of the 2005 Comprehensive Plan:

- Goal 12.0 Preserve the characteristics that make Urbana unique.
 - 12.1 Identify and protect neighborhoods and areas that contain significant historical and cultural resources.
 - 12.2 Pursue the establishment of historic landmark and/or historic district status for sites that have contributed to the history of Urbana.
 - 12.3 Encourage public/private partnerships to preserve and restore historic structures/sites.
 - 12.4 Promote and educate the public about the benefits of historic preservation..

Previous Council Actions

City Council has approved Ordinances accepting CLG grants since at least 2011.

Discussion

Additional Background Information

Activities that will be undertaken with CLG grant funding include rebuilding the interactive map website using the City's existing ESRI online account and Story Map platform. This reconstruction will use materials from the previous historic preservation websites, reformatting and editing it for brevity, consistency, and continuity, and hosting it on the City's existing website in a prominent location, e.g., under the "Living In Urbana" section of the website. It will provide links to materials on other City webpages, links to other agencies' websites for access to additional materials, and directly host materials that are most appropriately located on the City's website, such as Landmark and District nomination documentation and historic resource surveys.

Fiscal and Budget Impact

The funding comes from the National Park Service's Historic Preservation Fund Program. The City's matching share of this grant is \$3,990.80, which will be paid in-kind through University of Illinois staff hours for intern supervision (\$2,100), Planning Division staff hours for intern supervision (\$1,090.80), and University of Illinois documentation equipment rental (\$800). The grant funds will reimburse the salary of the intern performing all of the website and mapping activities associated with this project. The budget will be amended to reflect the anticipated revenue and expense at the next opportunity.

Recommendation

Staff recommend that Council approve the attached Resolution Authorizing Acceptance of an IDNR Certified Local Government Grant (CLG).

Next Steps

If Council approves the Resolution to accept the grant funds, staff will execute the grant agreement, and will implement the grant project.

Attachments

1. A Resolution Authorizing Acceptance of a IDNR Certified Local Government Grant – Historic Preservation Website (Agreement No. CLG25007)
2. Certified Local Government Grant Application with Budget – Historic Preservation Website

Originated by: Marcus Ricci, AICP, Planner II

Reviewed: Kevin Garcia, Principal Planner

Approved: Elizabeth Hannan, Interim City Administrator

RESOLUTION NO. _____

A Resolution Authorizing Acceptance of an IDNR Certified Local Government Grant – Historic Preservation Website (Agreement No. CLG25007)

WHEREAS, the City of Urbana (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 and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the City has in one or more years accepted funds from the U.S. Department of Interior, National Park Service’s (NPS) Historic Preservation Fund (HPF) Program through the Illinois State Historic Preservation Office (SHPO) of the Illinois Department of Natural Resources’ (IDNR), Certified Local Governments (CLG) Grant program, in order to fund historic preservation projects; and

WHEREAS, the Illinois Department of Natural Resources (IDNR) has awarded a CLG grant (“Grant”) in the amount of \$8,400 for the reconstruction of the City of Urbana’s Historic Preservation website; and

WHEREAS, the City is willing to accept the Grant on the terms and conditions provided by IDNR as described in the exhibit appended hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the IDNR CLG Grant to reimburse for the reconstruction of the City of Urbana’s Historic Preservation website shall be and hereby is accepted by the City and that the City shall abide by the terms and conditions provided in the exhibit attached hereto and made a part

hereof.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to undertake such additional steps as may be necessary for the City to receive the Grant and to arrange for the City's compliance with the terms and conditions contained in the exhibit appended hereto and made a part hereof without further actions by the City Council.

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

AYES:

NAYS:

ABSTAINED:

Darcy E. Sandefur, City Clerk

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

DeShawn B. Williams, Mayor



MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: July 7, 2025 Committee of the Whole

Subject: A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement Community Services Grant Agreement– DREAAM – DREAAM Believers Program

Summary

Action Requested

The City of Urbana Committee of the Whole is being asked to consider the attached resolution. The resolution approves and authorizes the execution of a subrecipient agreement with DREAAM as part of the city's Community Services Grant Program. The program scope of service can be found in Attachment I, and the program budget can be found in Attachment II.

Recommendation

Staff recommend approval of the resolution approving and authorizing the execution of a subrecipient agreement with DREAAM for the DREAAM Believers Program.

Relationship to City Services and Priorities

Impact on Core Services

There will be no impact on core city services as a result of approving the proposed Resolutions.

Strategic Goals & Plans

Approval of the resolution will further the following City Council Strategic Goals:

- 1.1 (A) *Continue to fund community partners and projects that address the root causes of violence with continual program monitoring and evaluation.*

Previous Council Actions

Approval of social service funding takes place annually. Council approved FY25 Youth Services subrecipient agreements on June 10, 2024.

Discussion

Background

DREAAM Believers is a collaborative pilot program that targets boys entering sixth grade in Urbana School District #166. This program will implement and evaluate best practices and youth development interventions to confront inequalities boys placed at risk face concerning social, emotional, behavioral, and academic support. The program will take place at two locations in Urbana: CU Church (Webber Street Church), and Trinity Lutheran Church.

Urbana Program services and interventions include enrichment programming during out-of-school time, academic, STEM, and cultural enrichment, sports, homework help, mental health services, leadership and volunteer activities, mentoring, and life skills.

Program partners include:

- Urbana Police Department
- Urbana Parks District
- CU Church
- Trinity Lutheran Church
- HOYCE (Helping Our Youth Change Everyday)

Fiscal Impact

A total of \$45,000 from City general funds is available to support the DREAAM Believers Program. There will be no further impact on the general fund.

Next Steps

Once the resolution is approved by Council, staff will execute a subrecipient agreement with DREAAM. The subrecipient agreement is enclosed with this packet.

Attachments

1. Scope of Service
2. Program Budget
3. A Resolution Approving and Authorizing the Execution of a Subrecipient Agreement – DREAAM – DREAAM Believers Program
4. Subrecipient Agreement Community Services Grant Agreement – DREAAM – DREAAM Believers Program

Originated by: Breaden Belcher, Grants Division Manager

Approved: Elizabeth Hannan, Interim City Administrator

Attachment I
Scope of Service

Section 1. Summary

Project Summary [Narrative]

DREAAM Believers is a collaborative pilot program targeting boys entering sixth grade in Urbana School District #166. This program will implement and evaluate best practices and youth development interventions to confront inequalities boys placed at risk face concerning social, emotional, behavioral, and academic support. Program services and interventions include enrichment programming during out-of-school time, academic, STEM, and cultural enrichment, sports, homework help, mental health services, leadership and volunteer activities, mentoring, and life skills.

Program partners include:

- Urbana Police Department
- Urbana Parks District
- CU Church
- Trinity Lutheran Church
- HOYCE (Helping Our Youth Change Everyday)

Program Locations:

Summer - CU Church (Webber Street Church), 107 S. Webber Street, Urbana

Afterschool - Trinity Lutheran Church, 701 E. Florida Avenue, Urbana

Key Objectives and Measurable Outcomes [List]

<i>Objective</i>	<i>Unit of measure (i.e. number served)</i>
<i>To enroll 10-20 boys entering 6th grade at USD 116</i>	<i>Number served</i>
<i>To engage with and establish an advisory board to support the program</i>	<i>Number of partners and advisory board meetings</i>
<i>To increase developmental assets and life skills</i>	<i>Questionnaires</i>

<i>To teach and improve conflict resolution skills</i>	<i>Assessments and observations</i>
<i>To provide evidence-based strategies and interventions to strengthen resilience, self-esteem, and social skills</i>	<i>Number and types of strategies and interventions; various assessments</i>

Attachment II
Program Budget

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
<i>Personnel</i>	<i>Assistant Director of Urbana Programs</i>	<i>\$45,000</i>
<i>Fringe Benefits</i>	<i>Payroll taxes, FICA, SUTA tax, etc.</i>	<i>\$4,170</i>
<i>Office Supplies</i>	<i>General office supplies, i.e., paper, folders, copy services, etc.</i>	<i>\$1,800</i>
<i>Program Supplies</i>	<i>Program supplies, i.e., curriculum and educational materials, food & beverage, admission fees, etc.</i>	<i>\$6,000</i>
<i>Transportation</i>	<i>Field trips and other transportation related expenses (gas, etc)</i>	<i>\$5,000</i>
Total:		\$61,970

Budget Narrative *(optional)*

<p><i>Assistant Director of Urbana Programs</i></p> <ul style="list-style-type: none"> ● <i>full-time salaried position; bachelor's degree and 2-3 years of work experience required</i> ● <i>provide management and development of the pilot program in collaboration with partners</i> ● <i>engage with parents, Urbana 116, service providers, and other stakeholders</i> ● <i>conduct program assessment and performance reporting</i>
--

- *coordinate an advisory board*

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
SUBRECIPIENT AGREEMENT COMMUNITY SERVICES GRANT AGREEMENT
– DREAAM – DREAAM BELIEVERS PROGRAM**

(FY 2025-2026)

WHEREAS, the City of Urbana (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 and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, DREAAM has heretofore expressed their intent to operate the DREAAM Believers Program using City general funds and in accordance with City regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Agreement providing \$45,000.00 in City general funds to DREAAM so as to operate and administer the DREAAM Believers Program in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement in substantially the form appended hereto as an exhibit as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

DeShawn B. Williams, Mayor

**CITY OF URBANA
COMMUNITY SERVICES GRANT PROGRAM AGREEMENT**

Fiscal Year 2025 - 2026

This Community Services Grant Program Agreement (“Agreement”) is made between the City of Urbana, an Illinois municipal corporation (the “City”), and DREAAM, (the “Grantee”) each a “party” and together the “parties,” and is effective on the last date signed by a party hereto.

1. **Purpose and Scope.** Subject to the terms of this agreement, the parties agree as follows:
 - a) The City hereby grants to the Grantee and the Grantee hereby accepts a grant not to exceed \$ 45,000.
 - b) The grant will be used to administer DREAAM Believers (“Program”). The program description can be found in Attachment A.
 - c) The Grantee shall use funds only for approved costs included in the program budget. The program budget can be found in Attachment B.

2. **Term.** The Agreement shall commence on July 1, 2025, and shall remain in effect until June 30, 2026. Funds not spent during the term due to a delay in the project, or component thereof, inclusive of unavoidable delays, will be subject to forfeiture upon expiration of this Agreement.

3. **Disallowed Costs.** The following costs are unallowable in accordance with the terms and conditions of this Agreement:
 - a) **Capital expenditures.** Meaning expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
 - b) **Equipment.** The purchase of equipment (meaning tangible personal property with a useful life of more than one year) is generally disallowed. The purchase of equipment is only allowable when the following conditions are met:
 - (1) The equipment is materially necessary to carry out the Program.
 - (2) The equipment will be used solely for the authorized purposes of the Program during the grant period.
 - (3) Upon expiration of the Agreement, the Grantee shall maintain ownership of the equipment and shall continue to use the equipment for eligible purposes.
 - (4) The Grantee shall not charge program participants a fee to use the equipment.
 - (5) The Grantee shall not purchase equipment without prior approval of the City.
 - c) **Cash payments.** Meaning cash or other monetary incentives paid directly to program participants, including gift cards.
 - d) **Political activities.** Meaning contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of local, state, or federal elections.
 - e) **Unapproved Costs.** Costs not approved and included in the program budget are unallowable. All costs are subject to review and approval by the City.

4. **Reporting & Disbursement.** The City shall disburse the grant award as a reimbursement for eligible program expenses on a quarterly basis. Along with each quarterly request for reimbursement, the Grantee must submit an accomplishment report along with supporting expenditure documentation in the manner prescribed by the City.

5. **Recordkeeping.** The Grantee shall establish on its financial books and records a separate set of accounts for the funds received under this agreement and shall account for the receipt and expenditure of the funds. The Grantee shall use fiscal, accounting, and audit procedures that conform to generally accepted accounting principles and applicable statutes. The Grantee shall submit to the City such financial statements and other financial records and shall make such reports to the City as the City deems necessary to evaluate the Grantee's compliance with this agreement. Upon the expiration of this Agreement, or earlier termination as provided in Paragraph 8, the Grantee shall maintain all records and documents related to this Agreement for 5 years.

6. **Reimbursement.** The Grantee shall reimburse the City for any funds the Grantee receives under this agreement that it uses in violation of the agreement or in a manner prohibited by law, along with interest on such funds, the city's collection costs, and reasonable attorney's fees.

7. **Nondiscrimination.** No person shall be excluded from participation in programs the City is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this agreement on the ground of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, source of income, or on any other ground upon which such discrimination is prohibited by law. Programs and services offered under the terms of this Agreement shall not be contingent upon participation in religious events or activities. The Grantee may not use grant funds for explicitly religious activities such as worship, religious instruction, or proselytization.

8. **Availability of Funds.** This Agreement, and payment of all amounts due under this agreement, are subject to the availability of funds. The City reserves the right to alter the grant award based upon the availability of funding upon a written 30-day notice.

9. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in Community Services grant funds not being provided. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a) Direct the Grantee to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.

- b) Direct the Grantee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c) Revise the scope of service or budget to remediate the performance deficiency.
- d) Suspend disbursement of Community Services grant funds for affected activities.
- e) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Grantee of the City's written notice of default. Unless the Grantee's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. Notices required herein, shall be considered received by the Grantee and the City if delivered in the manner specified in section 15 of the Agreement.

10. **Indemnification.** The Grantee shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Grantee's activities under this agreement, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.

11. **Independent contractors.** The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

12. **Third party beneficiaries.** This agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.

13. **Assignment.** The Grantee shall not assign, convey, or otherwise transfer any of its rights, duties, or obligations under this agreement to another person or entity without the City's express written consent.

14. **Entire agreement; amendments in writing.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not

constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

Grantee

Tracy Dace, Chief Executive Officer
DREAM

2009 Fox Drive, Suite C
Champaign, IL 61820
tracy@dream.org

City of Urbana

Breaden Belcher, Manager
Grants Division

City of Urbana
400 S Vine St
Urbana, IL 61801
Breaden.Belcher@UrbanaIL.gov

16. **Waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

17. **Compliance with law; no use of funds for lobbying.** The Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, all of which as may be amended from time to time. The Grantee shall not use any funds the Grantee receives under this agreement for lobbying purposes.

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

19. **Contingences and Special Conditions.** This grant agreement is subject to the following special conditions:

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Grantee

City of Urbana, Illinois

By: _____
Name
Title

By: _____
DeShawn B Williams
Mayor

Date: _____, 2025

Date: _____, 2025

By: _____
Name
Secretary

By: _____
Darcy E Sandefur
City Clerk

Date: _____, 2025

Date: _____, 2025

Attachment A

Program Description

DREAAM Believers is a collaborative pilot program targeting boys entering sixth grade in Urbana School District #166. This program will implement and evaluate best practices and youth development interventions to confront inequalities boys placed at risk face concerning social, emotional, behavioral, and academic support. Program services and interventions include enrichment programming during out-of-school time, academic, STEM, and cultural enrichment, sports, homework help, mental health services, leadership and volunteer activities, mentoring, and life skills.

Program partners includes:

- Urbana Police Department
- Urbana Parks District
- CU Church
- Trinity Lutheran Church
- HOYCE (Helping Our Youth Change Everyday)

Program Locations:

Summer - CU Church (Webber Street Church), 107 S. Webber Street, Urbana

Afterschool - Trinity Lutheran Church, 701 E. Florida Avenue, Urbana

Attachment B
Program Budget

Award amount: \$ 45,000

The Grantee shall use funds only for approved costs included in the program budget. All costs incurred by the Grantee for the Program must be allowable, reasonable, and allocable to the grant. All costs are subject to review and approval by the City.

- **Allowable:**
 - *Costs conform with the requirements of the Agreement.*
 - *Costs are consistent with generally accepted accounting principles.*
 - *Costs are adequately documented.*
- **Reasonable:**
 - *Costs are generally recognized as ordinary and necessary for the operation of the program.*
 - *Costs demonstrate sound and prudent business practices.*
 - *Costs are consistent with market prices for comparable activities in East Central Illinois.*
 - *Costs are consistent with agency's established written purchasing policies and procedures.*
- **Allocable:**
 - *Costs are incurred specifically for the City-funded program.*

Program Budget		
<i>Item</i>	<i>Description</i>	<i>Amount</i>
Personnel	Assistant Director of Urbana Programs	\$45,000
	Total:	\$45,000



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

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

Meeting: July 14, 2025, Council Meeting
Subject: Board and Commission Appointment

Summary

Action Requested

City Council is asked to approve the appointment of David Hays to the Design Review Board for a term ending June 30, 2028.

Brief Background

The Design Review Board consists of seven regular members and two alternates appointed by the Mayor with City Council approval. Membership is drawn from a diverse range of stakeholders including architects, developers, residents, business owners, and members of relevant City Boards and Commissions.

David Hays is a current member of the Historic Preservation Commission.

“As an active member of that commission [the Historic Preservation Commission], on which I have served since 2018, I am willing to serve on the Design Review Board. I am interested in doing so because of my concern about socially responsible, environmentally sustainable, and economically successful approaches to the built environment in our community. In addition to my work on the HPC [the Historic Preservation Commission], my qualifications include two university degrees with a focus on the histories of architecture, landscape architecture, and art; a professional, graduate-level degree in architecture; and twenty-four years as a faculty member in the Department of Landscape Architecture at the University of Illinois Urbana-Champaign.”

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 City of Urbana’s Design Review Board is responsible for reviewing and evaluating site plans and building designs within specific zoning districts to ensure new development is compatible with the visual and aesthetic character of surrounding neighborhoods. The Board oversees design review in the MOR (Mixed-Office Residential) Zoning District, the Lincoln-Busey Corridor Overlay District, and the East Urbana Design Review Overlay District.

Key duties include:

- Assessing whether proposed developments align with adopted design guidelines and district-specific goals.
- Encouraging neighborhood compatibility and minimizing visual or functional conflicts.
- Reviewing applications, holding public hearings, and approving or denying proposals based on design considerations.

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Recommendation

City Council is asked to approve the appointment of David Hays to the Design Review Board for a term ending June 30, 2028.

Next Steps

If approved, the Office of the Mayor will notify David Hays of his appointment as a Board member and of Open Meetings Act requirements.

Originated by: Kate Levy, Executive Coordinator

Reviewed: Elizabeth Hannan, Interim City Administrator

Approved: DeShawn Williams, Mayor



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400 S. Vine Street, Urbana, IL 61801
www.UrbanaIL.gov

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

Meeting: July 14, 2025, Council Meeting
Subject: Board and Commission Reappointments

Summary

Action Requested

City Council is asked to approve the following City board and commission reappointments.

Civilian Police Review Board

Tony Allegretti – term ending June 30, 2028 (*original appointment August 14, 2020*)

I wish to continue to serve on the CPRB because I believe that the goal of civilian oversight of the city police department serves as a crucial requirement in a civilian run municipal government. The Department of Police in Urbana is the only unit of city government that has authority to use deadly force against the residents of the city, a force that must be answerable to that same population. This department should be restrained by public oversight like any other unit of government including its policies and especially in areas such as "use of force" and use of less lethal weapons such as tasers. I look forward to continuing to serve on the Board and fulfill its mission of providing a fair and independent process for the review of citizen complaints of the police officers of Urbana.

Peggy Patton – term ending June 30, 2028 (*original appointment May 23, 2022*)

I believe that our City's approach to policing is central to the health of our community. Participating in the systematic means for continuous improvement in police-community interactions (a central mission of CPRB) is one way I can be part of that critical process. I am also interested in Urbana's development of alternative approaches to policing such as a crisis co responder program we have piloted in the past. We desperately need more CPRB members however. We haven't had a full Board since I started 3 years ago. We are down to 3 CPRB members, too few to conduct business in any meaningful way.

Building Safety Code Board of Appeals

Gary Burgett – term ending June 30, 2028 (*original appointment April 18, 2016*)

I've been employed previously by and am currently the owner of a professional services firm providing architecture, engineering, planning and interior design services. The current firm, Smith/Burgett Architects, Inc., has a history and physical presence since 1970 in downtown Urbana. Over my 50 years with this firm, we've been involved with and seen the growth in Urbana. Our interest in seeing this community grow and prosper is important in our mission. We've maintained a strong relationship and professional respect for the Community Development Services staff in their use of the adopted codes to better serve this 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.

Strategic Goals & Plans N/A

Previous Council Actions N/A

Discussion

Recommendation

City Council is asked to approve the reappointments of all current board and commission members listed in this memo.

Next Steps

If approved, the Office of the Mayor will notify all members of their reappointments and thank them for their continuing service.

Originated by: Kate Levy, Executive Coordinator

Reviewed: Elizabeth Hannan, Interim City Administrator

Approved: DeShawn Williams, Mayor