



CITY OF URBANA CITY COUNCIL REGULAR MEETING

DATE: Monday, November 28, 2022
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. 10-24-2022 Minutes
- C. Additions to the Agenda
- D. Presentation and Public Input
 - 1. Fire Department Promotions
- 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. 2022-11-089R:** A Resolution Authorizing the Acceptance of a DCEO Grant (Illinois Law Enforcement Alarm System Rehabilitation Project) - CD
 - b. **Resolution No. 2022-11-090R:** A Resolution Approving the Subrecipient Grant Agreement with the Illinois Law Enforcement Alarm System (ILEAS) - CD
 - 2. Regular Agenda
 - a. **Ordinance No. 2022-11-047:** Ordinance Amending a Redevelopment Agreement with ICON Hospitality, LLC (The Hotel Royer) - CD
 - b. **Resolution No. 2022-11-087R:** A Resolution Approving an Intergovernmental Agreement for a Justice Assistance Grant (JAG) - PD
 - c. **Resolution No. 2022-11-088R:** A Resolution Approving the 2022 Sanitary Sewer Intergovernmental Agreement (to replace 1992 IGA) - PW
- H. Reports of Special Committees
- I. Reports of Officers

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

J. New Business

- [1.](#) **Ordinance No. 2022-11-048:** An Ordinance Approving a Major Variance (Garage Variance at 705 S. Urbana Avenue / ZBA Case No. 2022-MAJ-07) - CD

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@urbanaininois.us. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

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

Verbal Input

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

Public comment shall be limited to no more than four (4) minutes per person. The Public Input portion of the meeting shall total no more than one (1) hour, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

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

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

meeting record.

Accommodation

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

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



DEMOND DADE
Fire Chief

**URBANA FIRE DEPARTMENT
GENERAL MEMORANDUM**

**Urbana Fire
Department**
400 South Vine Street
Urbana, Illinois 61801
(217) 384-2420 - Phone

DATE: 11/21/22

TO: Mayor Marlin and City Council Members

FROM: Chief Dade

RE: Departmental Promotions

The Urbana Fire Department has a comprehensive promotional process in which our members compete in order advance their careers. I'm proud to present and recognize the promotions for the following individuals;

Battalion Chief Greg Smith - effective October 14, 2022.

- Greg Smith is a 24 year veteran of the Urbana Fire Department. BC Smith is a Technical Rescue Technician and has served on the department's Honor Guard.

Battalion Chief Greg Kingston - effective November 5, 2022.

- Greg Kingston is a 24 year veteran of the Urbana Fire Department. BC Kingston received the "Heroism & Community Service Award" from Fire House Magazine, was a Fire Officer of the Year recipient and is a Technical Rescue Technician.

Captain Matt Ennis - effective October 31, 2022.

- Matt Ennis has 20 years of experience with the Urbana Fire Department. Capt. Ennis is a Fire Investigator, Technical Rescue Technician and Honor Guard member.

Lieutenant Michael "Craig" Dilley - effective October 31, 2022.

- Craig Dilley has 12 years of experience with the Urbana Fire Department. Lt. Dilley is the Department's Lead Fire Investigator and a Hazardous Materials Technician.

Lieutenant Blake Kuhns - effective November 5, 2022.

- Blake Kuhns has 11 years of experience with the Urbana Fire Department. Lt. Kuhns serves on the city's health insurance committee, is an EMS Service Officer, a Fire Investigator, a Technical Rescue Technician, Honor Guard member and a Paramedic.



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and Urbana City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director

DATE: November 17, 2022

**SUBJECT: RESOLUTION AUTHORIZING ACCEPTANCE OF A DCEO GRANT
(Illinois Law Enforcement Alarm System Rehabilitation Project)**

Introduction

The City of Urbana received notice from the State of Illinois that a grant in the amount of \$3,000,000 was awarded to the City of Urbana for the rehabilitation of Illinois Law Enforcement Alarm System (ILEAS) building located at 1701 E. Main St., Urbana, IL. The City has completed the required application materials and will separately bring a Subrecipient Agreement to City Council for approval.

Discussion

The Department of Commerce and Economic Opportunity (DCEO) notified the City that this grant is structured as reimbursement for projects throughout the course of the grant period. The City will act as the pass-through agency for the funds. The section of the House Bill granting the funds states: "Section 300. The sum of \$3,000,000, or so much thereof may be necessary, is appropriated to the Department of Commerce and Economic Opportunity from the General Revenue Fund for a grant to the City of Urbana for costs associated with the Illinois Law Enforcement Alarm System." A copy of this section of the Illinois budget is attached.

The grant is anticipated to be for a portion of project costs and not for the entirety of a project. The table below outlines the grant budget:

Rehabilitation of ILEAS	\$2,975,000
Administrative Costs	\$25,000
Total	\$3,000,000

Fiscal Impact

There will be no fiscal impact on the City General Fund, as the funding comes from DCEO. Funds received will be used for the project outlined above. If City Council does not forward the grant for approval, the funds will stay with the State of Illinois.

Options

1. Forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.
2. Forward the Resolution to City Council with a recommendation for approval with suggested

changes.

3. Do not forward the Resolution to accept the DCEO grant.

Recommendation

Staff recommends that Council support the acceptance of the DCEO grant and approve the attached resolution.

Public Act 102-0698
HB0900 Enrolled

LRB102 02912 AMC 12923 b

to Hinsdale Community Services for costs associated with infrastructure improvements.

Section 300. The sum of \$3,000,000, or so much thereof may be necessary, is appropriated to the Department of Commerce and Economic Opportunity from the General Revenue Fund for a grant to the City of Urbana for costs associated with the Illinois Law Enforcement Alarm System.

Section 305. The sum of \$750,000, or so much thereof may be necessary, is appropriated to the Department of Commerce and Economic Opportunity from the General Revenue Fund for a grant to the City of Loves Park for costs associated with infrastructure improvements.

Section 310. The sum of \$250,000, or so much thereof may be necessary, is appropriated to the Department of Commerce and Economic Opportunity from the General Revenue Fund for a grant to the City of Rockford for costs associated with infrastructure improvements.

Section 315. The sum of \$200,000, or so much thereof may be necessary, is appropriated to the Department of Commerce and Economic Opportunity from the General Revenue Fund for a grant to the Central Stickney Fire Protection District for costs

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING ACCEPTANCE OF A DCEO GRANT
(Illinois Law Enforcement Alarm System Rehabilitation Project)**

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 State of Illinois Department of Commerce and Economic Opportunity (DCEO) has awarded a grant (“Grant”) in the amount of \$3,000,000 to the City for rehabilitation of the Illinois Law Enforcement Alarm System Rehabilitation Project; and

WHEREAS, the City is willing to accept the Grant on the terms and conditions provided by DCEO.

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

Section 1. That the DCEO’s Grant to reimburse for rehabilitation and administrative costs is accepted by the City and that the City shall abide by the terms and conditions provided by DCEO.

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:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, ____.

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director

DATE: November 17, 2022

SUBJECT: A Resolution Approving the Subrecipient Grant Agreement with the Illinois Law Enforcement Alarm System (ILEAS)

Description

City Council approved¹ acceptance of a grant from the State of Illinois for the construction and rehabilitation of the Illinois Law Enforcement Alarm System (ILEAS). Funding is provided to the City of Urbana as the fiduciary agent to pass through as reimbursement for the project.

Background and Discussion

ILEAS conducts high level State and Federal training at the Training Center in Urbana. It also supports a wide variety of public safety training to include emergency medical, court services, emergency management, transportation, and fire services. ILEAS also provides the facility for the Urbana Adult Education classes for Certified Nursing Assistants. The Cities of Champaign, Urbana, the University of Illinois, Head Start, and Champaign County have all had trainings/meetings at the ILEAS facility. The ILEAS Training Center has been in existence since 2008 at the same location. The location is the site of the former Champaign County Nursing Home. The initial funds available to convert the nursing home into a training center did not allow for replacement of the parking lot, remodeling two of the four wings of the building, or renovation of the basement. The success of the Training Center and age of the building have reached the point of requiring additional remodeling of the lesser used space into more training areas. ILEAS worked with the General Assembly to identify \$3 million for this rehabilitation project. Executing the agreement with ILEAS would meet the priority in the State of Illinois budget.

Staff is recommending approval of the subrecipient agreement for the project. The project will include improvements as outlined above, as well as reimburse the City for staff time to manage the project. Project completion is anticipated to be June 2024.

¹ This assumes approval of the Resolution Authorizing Acceptance of a DCEO Grant (Illinois Law Enforcement Alarm System Rehabilitation Project).

Options

1. Forward the Resolution to City Council with a recommendation for approval as part of the consent agenda.
2. Forward the Resolution to City Council with a recommendation for approval with suggested changes.
3. Do not forward the Resolution to accept the DCEO grant.

Fiscal Impacts

There will be no fiscal impact on the City General Fund, as the funding comes from DCEO.

Recommendation

Staff recommends approval of the proposed Resolution and placement on the consent agenda.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE SUBRECIPIENT GRANT
AGREEMENT WITH THE ILLINOIS LAW ENFORCEMENT
ALARM SYSTEM (ILEAS)**

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 Illinois Department of Commerce and Economic Opportunity in order to fund community projects; and

WHEREAS, the State of Illinois has awarded a grant (“Grant”) in the amount of \$3,000,000 to allow the City to act as the fiduciary agent; and

WHEREAS, the City is willing to accept the Grant on the terms and conditions provided by the State of Illinois 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 an Agreement providing \$2,975,000 in State of Illinois DCEO funds to ILEAS, so as to continue their rehabilitation and construction project at 1701 E. Main St. in Urbana in substantially the same form of the 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 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:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this_____day of_____,_____.

Diane Wolfe Marlin, Mayor

SUBRECIPIENT AGREEMENT WITH ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

State Awarding Agency: Illinois Department of Commerce and Economic Opportunity

Background

This Subrecipient Agreement is made between the City of Urbana, Illinois (the "City") and Illinois Law Enforcement Alarm System (hereinafter the "Subrecipient") for costs associated with the rehabilitation of the training center located at 1701 E Main St., Urbana, IL Agreement No. DG230021-City of Urbana.

On September 21, 2022, the City received notice from the Illinois Department of Commerce and Economic Opportunity (ILDCEO) that an award of \$3,000,000 was appropriated to DCEO from the general revenue fund for a grant to the City of Urbana to cover costs associated with the Illinois Law Enforcement Alarm System (ILEAS). The funds will be used for rehabilitation of the training center.

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

1. Definitions. Whenever used in this Subrecipient Agreement:

- A. "City" is defined as the City of Urbana.
- B. "DCEO" is defined as the Department of Commerce and Economic Opportunity.
- C. "Grant Agreement" means the agreement between the City and DCEO executed by the City, in connection with the general fund award Agreement No. DG230021.
- D. "Grant Funds" means the assistance provided under this Subrecipient Agreement.
- E. "Participating Organizations" is defined as the City of Urbana and ILEAS.
- F. "State" means the State of Illinois.
- G. "Subrecipient" is defined in the Background section of this Subrecipient Agreement.

2. Grant Award.

- A. Subject to the terms of the Grant Agreement and this Subrecipient Agreement, the City shall provide up to **\$2,975,000** in Grant Funds to the Subrecipient for activities identified

as the responsibility of the Subrecipient in the Grant Application. The Subrecipient agrees to use funds granted to it by the City pursuant to this Subrecipient Agreement to undertake those activities in the Application identified as the Responsibility of the Subrecipient in the manner identified in the Application. The Subrecipient agrees that funds awarded are pursuant to this Subrecipient Agreement and shall be used for the following purposes:

Rehabilitation of facility at 1701 E Main St., Urbana: \$ 2,975,000

3. **Allowable Costs – Construction/Rehabilitation Project.** Planning, architectural, engineering, material, and construction costs associated with the rehabilitation of the training facility as outlined in the grant application.
4. **Disbursement.** If and to the extent the City receives funds under the Act, the City shall reimburse the Subrecipients in accordance with the terms of this Subrecipient Agreement. Funding in the full amount of this Subrecipient Agreement is contingent upon the City receiving Grant Funds. If the Grant Funds are discontinued or reduced for any reason, the City's payments to the Subrecipients may cease or be reduced without advance notice, and the City will not be liable for any damages as a result of such discontinuance or reduction of Grant Funds.
5. **Disallowance.** A Subrecipient shall reimburse the City for any payments it receives under this Subrecipient Agreement that are disallowed under the DCEO grant Agreement No. DG230021. If the City determines that a cost for which the City has made payment is disallowed, the City shall notify the Subrecipient of the disallowance and the required course of action, which, at the City's option, will be to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require the Subrecipient immediately to repay the disallowed amount by issuing a check payable to the City.
6. **Subrecipients' Duties.**
 - A. The Subrecipients shall:
 - (1) Maintain detailed financial records that show the eligible essential services costs;
 - (2) Submit quarterly reports to the City no later than 15 days after the end of the quarter. Reports are due April 15, July 15, October 15, and January 16. Failure to submit reports to the City may result in the withholding or suspension of Grant Funds until the City receives and approves such reports;
 - (3) Maintain files and records as required which relate to the overall administration of the DCEO grant; and
 - (4) Submit quarterly Financial Status Reports to the City outlining project expenses; and

- (5) Allow representatives of the City or DCEO to inspect facilities used in connection with this Subrecipient Agreement or which implement programs funded under this Subrecipient Agreement.
 - B. With respect to all matters covered by this Subrecipient Agreement, the Subrecipients shall make records available for examination, audit, inspection, or copying at any time during normal business hours and as often as the City or State request. The Subrecipients shall permit excerpts or transcriptions to be made or duplicated from such records, and audits made of all invoices, materials, records of prevailing wage and other data relating to all matters covered by this Subrecipient Agreement. The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local or State.
7. **Agreement Term.** This Subrecipient Agreement is effective on the last date signed by a party hereto and will terminate on June 30, 2024, unless otherwise cancelled or amended according to its terms.
8. **Subrecipients' representations.** Each Subrecipient represents the following to the City:
- A. The Subrecipient is qualified to participate in the rehabilitation project, has the requisite expertise and experience in the provision of project management, and is willing to use Grant Funds as outlined in the grant agreement.
 - B. The Subrecipient will provide services under this Subrecipient Agreement in a competent, professional, and satisfactory manner in accordance with DCEO Grant Agreement No. DG230021.
9. **Default.**
- A. Any breach of representation or other provision of this Subrecipient Agreement will constitute a default. A default by a Subrecipient also will consist of any of the following:
 - (1) Use of Grant Funds for a purpose other than as authorized herein;
 - (2) Failure to maintain detailed financial and prevailing wage records concerning the use of the Grant Funds.
 - B. A party claiming a default shall give written notice of such default to the defaulting party, which notice will describe the nature of the default and the Section of this Subrecipient Agreement, which the non-defaulting party believes was breached. The defaulting party will have fourteen (14) calendar days from the date notice was given to cure or remedy the default. During any such period following the giving of notice, the non-defaulting party may suspend performance under this Subrecipient Agreement until the defaulting party gives written assurances to the non-defaulting party, deemed reasonably adequate

by the non-defaulting party, that the defaulting party will cure or remedy the default and remain in compliance with its duties under this Subrecipient Agreement.

- C. If the defaulting party is the City, and it fails to cure or remedy the default as provided herein, the non-defaulting party may exercise any right, power, or remedy granted to it pursuant to this Subrecipient Agreement or applicable law.
 - D. If the defaulting party is a Subrecipient, and it fails to cure or remedy the default as provided herein, the City may take one or more of the following actions:
 - (1) Direct the Subrecipient to submit progress schedules for completing approved activities;
 - (2) Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - (3) Direct the Subrecipient to suspend, discontinue, or not incur costs for the affected activity;
 - (4) Reduce or recapture the Grant Funds authorized herein;
 - (5) Direct the Subrecipient to reimburse the City for costs inappropriately charged to the City;
 - (6) Exercise other appropriate action including, but not limited to, any remedial action legally available.
 - E. A Subrecipient shall make any reimbursement required by this Section no more than thirty (30) days after the City directs such reimbursement.
10. **Indemnification.** Each Subrecipient shall indemnify and defend the City, its agents, employees, officers, and elected officials against all claims or liability whatsoever, including attorney's fees and costs, resulting from the Subrecipient's activities under this Subrecipient Agreement, except for those resulting from the willful misconduct or negligence of the City or its agents, employees, officers, or elected officials. This section will survive the termination of this Subrecipient Agreement.
11. **Third Party Beneficiaries.** This Subrecipient Agreement does not and is not intended to confer any enforceable rights or remedies upon any person other than the parties.
12. **Assignment.** The Subrecipients shall not assign, convey or otherwise transfer any of their rights, duties, or obligations under this Subrecipient Agreement, to another person or entity without the express written consent of the City and authorization of DCEO. In the event that any Subrecipient seeks to assign, convey or otherwise transfer any of its rights, duties, or obligations under this Subrecipient Agreement, the Subrecipient shall demonstrate that it will use an open,

impartial, and competitive selection process in making any such assignment, conveyance, or transfer of its rights, duties, or obligations.

13. **Entire Agreement; Amendments in Writing.** This Subrecipient Agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this Subrecipient Agreement, and may not be amended except by a writing signed by all parties. All attachments to this Subrecipient Agreement are incorporated herein by this reference thereto.
14. **Dispute Resolution and Governing Law.** In the event of a dispute between the parties to this Subrecipient Agreement, the parties, before filing any court action, jointly shall select a mediator and shall make a good faith effort in such mediation to resolve their differences. The parties shall share equally in the cost of such mediation service. In the event mediation fails to resolve the dispute between the parties, any party may file and maintain an action in the Circuit Court for the Sixth Judicial Circuit, Champaign, Illinois. The laws of the State of Illinois will govern any and all actions to enforce, construe, or interpret this Subrecipient Agreement.
15. **Notices.** The parties shall give all notices required or permitted by this Subrecipient Agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

TO THE CITY:

Manager, Grants Management Division
Dept. of Community Development Services
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

TO ILEAS:

Executive Director, ILEAS
1701 E. Main Street
Urbana, Illinois 61802

16. **Waiver.** Any party's failure to enforce provisions of this Subrecipient Agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this Subrecipient Agreement is valid only if in writing and signed by the parties.
17. **Compliance with Laws and Regulations.**
 - A. The Subrecipients shall comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, as amended from time to time, including without limitation the Prevailing Wage Act; as outlined in Attachment A.
 - B. The Subrecipients shall comply with the State's required certifications, provided for in the Grant Agreement. The Subrecipients' execution of this Subrecipient Agreement will serve as their attestation that the certifications made herein are true and correct.

18. **Interpretation.** The parties shall construe this Subrecipient Agreement according to its fair meaning and not strictly for or against any party.
19. **Counterparts.** The parties may sign this Subrecipient 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.

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

CITY OF URBANA, ILLINOIS

By: _____
Diane Wolfe Marlin, Mayor

Date: _____, 2022

Attest: _____
Phyllis D. Clark, City Clerk

ILLINOIS LAW ENFORCEMENT ALARM SYSTEM, URBANA, ILLINOIS

By: _____

Name: _____

Title: _____

Date: _____, 2022

ATTACHMENT A: DCEO Budget and Grant Documents



Icon Hospitality Extension Request

The COVID-19 pandemic has caused ongoing supply chain disruptions for all industries especially construction and hospitality. Lead times for key construction materials and equipment have skyrocketed. The costs of steel, plastic piping, and certain lumber products have more than doubled since March 2020. Supply chain issues impacting manufacturers for construction and hospitality materials across the world. There has been a steep rise in unfilled iron and steel product orders with the dollar value of unfilled orders at nearly \$19B. There are a number of global events compounding the supply chain disruption including tariffs, War in Ukraine, ongoing COVID-19 issues, labor shortages, rising energy costs, general materials inflation, and increased demand throughout the world. Other brands including Marriot in a recent call to us indicated that new hotel construction timelines that were typically 24 months are now on a 36-48 month timeline. Associated Builders and Contractors (ABC) reports that the Construction Backlog Indicator for the US was up to 8.3 months.

The chart below from a recent construction study indicates that key materials have skyrocketed beyond any initial estimates. HVAC equipment lead times are up to 36-50 weeks (250% increase), drywall/metal studs up to 14-16 weeks (600% increase), roofing insulation up to 40-50 weeks (667% increase). This construction study does not mention that the opening of a new hotel requires multiple other operating supplies beyond a typical commercial construction project including guest amenities, kitchen equipment, linens, and thousands of other products. According to a new survey of American Hotel & Lodging Association members, 86% of respondents reported that supply chain disruptions were having a moderate or significant impact on their operations. Numerous items such as RFID door locks, Smart TVs, fitness center equipment, lighting, plumbing fixtures, doors, and other items are also at extended lead times particularly for the approved Hilton vendors that our management team has placed orders with.

The Hotel Royer development has progressed at a rapid speed despite these hurdles. However, there have been unavoidable supply chain disruptions causing a delay in our original anticipated timeline. We are very near the completion of this project and are dedicated to seeing this project to fruition. Our current TIF agreement with the City does contain the following language:

“Section 8.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal,

with respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City.”

In addition, the COVID-19 pandemic has created ongoing labor shortages and strains. Labor becoming sick due to the coronavirus especially during the surges that have been experienced over the last 18 months especially with the omicron and delta variants. Weather conditions have also been unfavorable for exterior work for extended periods of time.

The level of construction for this project was extensive and challenging. There are two buildings each that were constructed at different times with the original built in 1923 and the extension in the 1980s. New challenges presented themselves as the construction progressed. These challenges have to be addressed by the experts including architecture/interior design, MEP, Hilton, and the General Contractor. Each of these challenges of working on a 100 year old building requires extensive effort.

The supply chain disruptions, labor disturbances, pandemic conditions clearly are unavoidable delays being experienced by all hotel developments throughout the country. The disruptions experienced are beyond the reasonable control of the Developer or the City. All of the material including FF&E (casegoods, upholstery, carpet, fixtures, finishes, etc) are ordered and ready to deliver. These items all had incredibly long lead times but have now reached completion in production. We are targeting a May 30, 2023 completion but are requesting an 8 month extension to account for any potential delays. We are nearing the completion point of this extensive project and are confident that the Hotel Royer Tapestry Collection by Hilton will be a beautiful and high-end addition to downtown Urbana. The Hotel Royer will be pivotal to the new landscape of downtown Urbana. The addition of 131 guest-rooms with significant convention center space will revitalize the downtown area. The hotel will create numerous jobs and bring in guests from around the world that will spend at local businesses.

Figure 15: Typical lead times for key materials

+40 weeks

Roofing insulation

Lead times for roofing insulation (along with other roofing materials), are currently among the longest in the entire construction industry.

+36 weeks

HVAC equipment

Lockdowns in China have significantly reduced manufacturing output for HVAC equipment, while hot weather continues to boost demand. Semiconductor shortages are also contributing to delays.

+18 weeks

Wood doors & frames

Shutdowns and strained labor pools in manufacturing and shipping have lead to a major backlog in the supply of wood doors, as well as hardware and hollow metal door frames.

Material	Current lead time	Two-year change
Paint	2-3 weeks	+200%
Steel beams & decking	10-14 weeks	+75%
Drywall & metal studs	14-16 weeks	+600%
Lighting & controls	14-20 weeks	+100%
Wood doors & frames	18-20 weeks	+233%
Open web joists	18-30 weeks	+125%
Aluminum storefront glazing	16-32 weeks	+300%
Appliances	20-30 weeks	+400%
Electrical panels	30-40 weeks	+433%
Roofing membranes	35-45 weeks	+800%
HVAC equipment	36-50 weeks	+250%
Roofing insulation	40-50 weeks	+667%

[AHLA: Supply chain issues affecting hotel operations | Hotel Management](#)

[Supply Chain Disruption | CBRE](#)

The financing for the project has been secured and includes a capital debt stack to ensure that the project is seen to completion. Financing has been provided by Illinois based banks that are leaders in hospitality financing. The developer has a relationship with the lenders with multiple successful projects. The financing has been secured for the entirety of the project including the property acquisition and construction funds. Developer has all the financial resources to complete the project and bring this vibrant and beautiful project to the fruition. All the loans, capital and equity are secured for the completion of the project. The developer is not only injecting the required equity but injecting much more equity into the project.

Hilton is on board with our updated opening schedule. We have meetings with the following Hilton Team members on a regular basis:

- Architecture and Design
- Brand Support for opening support
- OnQ for property management systems

- Fusion Sales Management
- Sales and Marketing Pre-Work
- Hilton IT for implementation of IT systems
- Pre-opening Training
- Pre-work for Hilton Platforms
- Hilton Revenue Management for Hire for revenue strategy for opening

The restaurant will be operated by Icon Hospitality. The restaurant will be an upscale full-service restaurant. The menu that has been created features gourmet organic menu options including locally sourced ingredients.

Project Milestone Outline:

- Hotel demolition 100%
- Mold and asbestos abatement 100% complete
- Model rooms 100% complete and approved by Hilton
- Room renovation will be at 70% by the end of the 2nd week of November.
- Guest room corridors 60% complete
- We have ordered all FF&E and we are waiting to receive case goods, upholstery, carpet, finishes, etc
- Public spaces are under production 70%.
- Stucco work is 100% completed
- Brick work is 60% completed and will be completed 100% in the next 3-4 weeks
- Carpentry work is 100% complete
- Flat roof has been replaced 100% complete
- Gutters 100% complete
- Exterior Paint is 70% complete
- IT/ low voltage installation 70%
- Alarm System 50% complete
- Surveillance 50% complete
- Ordering and contract placement for Hilton Platforms 100%
- Sales and Marketing 70%
- OS&E Order 90%
- Kitchen equipment order 50%
- Furniture for Public Spaces 100% ordered

- PTACs 100% Received and ready for install
- Floor finishes 100% ready for delivery
- Wall coverings 100% ready for delivery
- Trim and Ceiling 100% ready for install
- Light fixtures 100% ready for delivery
- Plumbing fixtures 100% delivery
- Technology 100% waiting for delivery long lead time
- TV system 100% waiting for delivery and installation, long lead time
- Signage package 100% ordered and in production, long lead time
- Exterior signage package 100% waiting for delivery and installation; install planned for second week of November
- Phone system 75% installation in process
- Fitness Center equipment 100% ready to ship
- Kitchen Demolition 80% complete
- Hood/ Makeup air unit 50%
- Brand accessories, stationary &, collateral 75%
- Office furniture 50%
- Parking lot will be completed in the next 4 weeks
- Landscaping will be completed prior to opening
- High speed internet provider 70%
- Hotel Prework Hilton 80%
- PMS 100 % purchased and waiting for delivery and installation
- Recruiting and Training under process
- Fire, Life and Safety 50% complete

Unfortunately, if we do not receive the extension and the TIF funds are jeopardized this development will fail. The hotel will be unable to open as the \$5.5M TIF funds are pivotal in making this project feasible. The financing for this project is based on the TIF funds being received. The developer will ultimately have no choice but to stop the construction and liquidate the building materials and potentially risk a foreclosure situation. The project does not have the room with the increase in costs to have the TIF funds be jeopardized and extension not be granted.

Pre-Construction Photos:







Project Rendering Photos:







Progress Photos:

















DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Carol Mitten, City Administrator
Stepheny McMahon, Economic Development Supervisor

DATE: November 17, 2022

SUBJECT: **AN ORDINANCE AMENDING A REDEVELOPMENT AGREEMENT WITH ICON HOSPITALITY, LLC** (The Hotel Royer - 2022)

Due to the ongoing impact of the pandemic, the developer of The Hotel Royer, Icon Hospitality LLC, has requested to extend the Project Occupancy Date of the hotel from December 31, 2022 to August 31, 2023. The pandemic has caused ongoing supply chain disruptions for all industries and lead times for materials and equipment have been lengthened substantially, thereby bringing about this request.

The original redevelopment agreement for the former Landmark Hotel was passed in June 2019 between the City of Urbana and Marksons Affiliates, LLC (Ordinance No. 2019-06-036). This agreement outlined the City's investment of \$5.5 million in the project via a bond issuance upon the developer obtaining the following:

- certificate of occupancy for the hotel and restaurant
- final approval for the property to be operated and maintained as a Hilton Tapestry Brand Hotel
- equity or permanent debt financing for the balance of the cost of the project

Revenue to pay the bond for the hotel investment would be realized through tax increment from the increased assessed value in the renovated property, food and beverages taxes, hotel/motel taxes, and a new boutique hotel tax.

In 2020, Icon Hospitality requested a one-year extension from the original commencement date to July 1, 2021 with a corresponding extension of the 18-month project timeline to completion. Due to the unforeseen circumstances that arose with the pandemic and subsequent shelter-in-place orders, the Council agreed that this extension was well founded and passed the ordinance to amend the agreement on November 2, 2020 (Ordinance No. 2020-10-055). This Ordinance also acknowledged an assignment of the agreement from Marksons Affiliates to Icon Hospitality, LLC.

Renovation work on the Hotel Royer has been steady since the commencement of work in July 2021. Exterior work is nearing completion with the hotel signage being installed this month. The General Manager of the hotel has been hired. Promotional campaigns are underway with a listing on the Hilton Hotel

Tapestry website and regional billboards, which will be installed soon. A search is also underway for a Sales Manager who, once hired, will begin selling the property to conference hosts and event promoters.

The redevelopment project would result in the most significant renovation this historic property has seen in over 37 years. The proposed project would return the property to its highest and best use, generate new tax revenues, bring visitors and commerce to the downtown area, and restore this iconic and historic building in the heart of Downtown Urbana.

Options

1. Approve the Ordinance as presented.
2. Approve the Ordinance with changes.
3. Deny the Ordinance.

Recommendation

Staff has evaluated this request and agree that the economic impact of this project to the downtown and the community at large merits approving the attached Ordinance to extend the Project Occupancy Date to August 31, 2023.

Attachments: Extension Request
 Draft Ordinance
 Draft Second Amendment to the Redevelopment Agreement

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN EXTENSION TO A REDEVELOPMENT
PROJECT OCCUPANCY DATE**

(Hotel Royer – 2022)

WHEREAS, the City of Urbana, an Illinois municipal corporation (the “City”), is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970 and 65 ILCS 5/1-1-10; and

WHEREAS, the City Council approved a Redevelopment Agreement with Marksons Affiliates, LLC (the “Agreement”), on July 19, 2019, to renovate and operate the former Urbana Landmark Hotel as a Tapestry Collection by Hilton brand property; and

WHEREAS, the City Council later approved an amendment to the Agreement (“First Amendment”), on November 2, 2020, that extended the Project Commencement Date (as defined by the Agreement) from July 1, 2020 to July 1, 2021; and

WHEREAS, the First Amendment also acknowledged an approved assignment of Marksons Affiliates’ interest in the hotel to Icon Hospitality, LLC; and

WHEREAS, construction on the hotel did commence on or about July 1, 2021; and

WHEREAS, the on-going effects of the COVID-19 global pandemic impacted lead times and materials availability even after construction commencement; and

WHEREAS, Icon Hospitality has requested an extension of the Project Occupancy Date (as defined by the Agreement) for an additional eight (8) months, thereby extending the Project completion date from December 31, 2022 to August 31, 2023; and

WHEREAS, the parties also desire to make other minor, clarifying amendments to the Agreement; and

WHEREAS, the City Council, after due consideration, finds that approval of the extension request is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

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

Section 1.

The City Council approves extending the Project Occupancy Date as defined and used in the Agreement for an additional eight (8) months and making other minor clarifying amendments to the Agreement.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and is hereby authorized to execute and deliver such documents required to reflect the extension and minor amendments granted in Section 1, and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said documents as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

This Ordinance shall be in full force and effect from and after its passage.

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

PASSED BY THE CITY COUNCIL this _____ day of November, 2022.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of November, 2022.

Diane Wolfe Marlin, Mayor

**SECOND AMENDMENT TO A REDEVELOPMENT AGREEMENT BY AND
BETWEEN CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS AND ICON
HOSPITALITY, LLC**

This Second Amendment (hereinafter, “Second Amendment”) to a Redevelopment Agreement by and between City of Urbana, Champaign County, Illinois and Icon Hospitality, LLC (an affiliate and assignee of Marksons Affiliates, LLC) dated June 1, 2019 is entered into this ____ Day of _____, 2022 by and between the City of Urbana, Illinois and Icon Hospitality, LLC (collectively, the “Parties” and individually and generically, a “Party”).

WHEREAS, the City of Urbana, Illinois (hereinafter the “City”) and Marksons Affiliates, LLC (hereinafter, “Marksons”) entered into a Redevelopment Agreement dated June 1, 2019 (hereinafter, “Agreement”); and

WHEREAS, at the request of Marksons, the City approved of Marksons’ assignment of its rights and obligations to an affiliated entity owned by Marksons known as Icon Hospitality, LLC on or about January 23, 2020; and

WHEREAS, the Agreement was amended (“First Amendment”) on November 2, 2020 to redefine the “Project Commencement Date” as defined in Section 1.1 of the Agreement to be July 1, 2021; and

WHEREAS, the impacts of the COVID-19 pandemic that led to the extension of the Project Commencement Date in the First Amendment have continued to impact the timeline for construction due to long lead times and limited availability of building materials and components; and

WHEREAS, Icon Hospitality commenced construction by July 1, 2021 but will be unable to achieve completion and commence operations by the “Project Occupancy Date” (as defined in Section 1.1 of the Agreement) due to the COVID-19 pandemic; and

WHEREAS, Icon Hospitality has requested an extension of the Project Occupancy Date for an additional eight (8) months; and

WHEREAS, the City is willing to grant Icon Hospitality’s aforesaid request; and

WHEREAS, the Parties would like to clarify certain other terms of the Agreement.

NOW, THEREFORE, for good, valuable, and mutual consideration that each Party acknowledges as having in hand received, and for the exchange of the terms, conditions, and covenants contained in this Amendment, the Parties agree as follows:

Section 1: Section 1.1 of the Agreement is hereby amended to extend the “Project Occupancy Date” from eighteen (18) months following the Project Commencement Date to twenty-six (26) months following the Project Commencement Date.

Section 2: The following language shall be substituted for Section 4.1(c):

- (c) **Bond Issue Date.** The City agrees to issue and deliver the Bonds and cause the Bond Issue Date to occur as soon as reasonably possible after the Project Occupancy Date but in no event before the Developer has provided appropriate documentation (as required by Section 4.1(b)) of Eligible Redevelopment Project Costs in an amount at least equal to the Reimbursement Amount. The Bond Issue Date will occur no more than sixty (60) calendar days from and after the Project Occupancy Date, and the City will pay the Reimbursement Amount to the Developer within ten (10) calendar days of the Bond Issue Date.

Section 3: The contact information for the Developer, under Section 8.8(i), shall be replaced with the following:

Icon Hospitality, LLC
Attn: Haaris Pervaiz
210 S. Race Street
Urbana, IL 61801
Tel: (773) 719-8191
Email: haaris@crystallakehi.com

Section 4: The staff contact information for the City, under Section 8.8(ii), shall be replaced with the following:

Tel: (217) 328-8274
Email: slmcmahon@urbanailinois.us

Section 5: Each Party to this Amendment represents and acknowledges that the person who has executed this Amendment is duly authorized to do so on behalf of the Party for whom that person is executing this Amendment.

Section 6: Except as otherwise expressly provided in this Amendment, all other terms, conditions and covenants contained in the Agreement shall remain in full force and effect.

[END OF AMENDMENT. SIGNATURES FOLLOW.]

For the City of Urbana, Illinois

Diane Wolfe Marlin, Mayor

Attest: _____
City Clerk

Date: _____

For Icon Hospitality, LLC

Haaris Pervaiz

Witness: _____

Date: _____

MEMORANDUM

Urbana Police Department

To: Mayor Diane Wolfe Marlin and City Council Members
From: Deputy Chief of Police Matt Bain
Date: November 15, 2022
Re: FY 22 Edward Byrne Memorial Justice Assistance Grant

Introduction

The purpose of this memorandum is to inform the City Council of a grant for which the Champaign Police Department has applied and awarded. The Urbana Police Department (UPD) is a sub-grantee. The grant is through the United States Department of Justice. The grant is entitled the Edward Byrne Memorial Justice Assistance Grant.

Grant Information

The U.S. Department of Justice annually awards the Edward Byrne Memorial Justice Assistance Grant to various law enforcement agencies throughout the United States. UPD applies jointly with the Champaign Police Department; UPD is classified as sub-grantee. This year's grant has awarded UPD the amount of \$12,548.06. UPD would use the entirety of the funds to pay for all department police officers to participate in "Active Shooter Training". Due to recent incidents around the country, and the fact that UPD has not held this training in full for several years due to other mandated training taking priority, it is greatly needed. A four-hour training block would cost the department approximately \$8,930. Supplies (simunition rounds) would cost approximately \$1,400 per 2,000 rounds. Approximately \$2,218 would be needed to have instructors attend training (train the trainer) session(s). The grant funds would be applied to these costs.

Action Requested

The City Council is requested to approve the resolution accepting the grant award. An associated budget amendment for the Edward Byrne Memorial Justice Assistance Grant will be submitted to Council in December.

Prior Council Action

On multiple occasions in the past, the City Council has accepted the Edward Byrne Memorial Justice Assistance Grant.

Budget Impact

There is no local match required in order to accept or receive this award. The grant is intended to supplement funding to local and county law enforcement agencies.

Staffing Impact

The only staffing impact will be the amount of time spent to prepare documentation for the grant. Existing staff from the police department will complete these tasks.

City Council Options

Refuse to accept grant award – The City of Urbana will not receive any of the \$12,548.06.

Accept the grant award – The City of Urbana will receive the \$12,548.06. UPD would be required to use awarded funds for eligible expenses, for which “Active Shooter Training” is an eligible expense. UPD would also be required to comply with financial reporting requirements, which the Champaign Police Department will prepare on the City of Urbana’s behalf as they have done several times in the past on previous awards.

RESOLUTION NO. _____**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
(JAG)**

WHEREAS, each of the parties to the Intergovernmental Agreement between the City of Urbana, City of Champaign, and the County of Champaign is a body politic organized, operating, and maintaining offices within the boundaries of Champaign County, Illinois; and

WHEREAS, the City of Urbana (the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enable the parties to enter into and execute agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the City recognizes that it is appropriate and beneficial for the City and its departments to apply for and receive grants from private, state, and federal agencies; and

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has created and operates the Edward Byrne Memorial Justice Assistance Grant Program for local units of government that maintain and operate law enforcement departments; and

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has announced that it is taking applications for grant funding for FY 2022; and

WHEREAS, if received, the proceeds of the Edward Byrne Memorial Justice Assistance Grant Program are intended to fund the training of officers that is beneficial to law enforcement activities; and

WHEREAS, in the past, the City has joined with one or more other communities as allocated by the U.S. Department of Justice, Office of Justice Programs, in applying for and receiving grant funding from the said Edward Byrne Memorial Justice Assistance Grant Program.

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

Section 1.

The Intergovernmental Agreement between the Cities of Champaign and Urbana and the County of Champaign for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, in substantially the form of the Exhibit appended hereto and made a part hereof, shall be and hereby is authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, shall be and hereby is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2022.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2022.

Diane Wolfe Marlin, Mayor

**INTERGOVERNMENTAL AGREEMENT
JAG PROGRAM**

(City of Champaign, City of Urbana, and Champaign County)

THIS AGREEMENT is made and entered by and among the City of Champaign, an Illinois Municipal Corporation ("City of Champaign"), City of Urbana, an Illinois Municipal Corporation ("Urbana"), and Champaign County, an Illinois Unit of Local Government ("Champaign County"), (herein after collectively referred to as "the parties"), effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant Program (JAG) is a partnership among federal, state, and local governments to create safer communities by improving the functioning of the criminal justice system; and

WHEREAS, the City of Champaign and Champaign County desire to apply for JAG funds to fund individual projects in the City of Champaign and Champaign County. The City of Urbana has declined to participate.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Funds. The parties acknowledge, as of the date of this Agreement, the total anticipated grant available to all parties is SEVENTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$75,800.00).

Section 2. Grant Disposition. Proceeds from the grant shall be distributed by the City of Champaign to the City of Urbana and Champaign County for funding individual local projects fitting into the JAG guidelines, in the amounts set forth in Exhibit A.

Section 3. Lead Agency. The City of Champaign is hereby designated the Lead Agency for this Agreement. Responsibilities shall include leading the application process for the JAG funds, accepting any and all funds awarded through the JAG program, establishing a trust fund in which to deposit the funds received through the JAG program, and preparing required reports.

Section 4. Representative; Information Requirements. The City of Champaign shall designate one representative to fulfill the requirements of this Agreement. The representative shall exercise due diligence in providing any and all information necessary or convenient for the performance of the duties required by City of Champaign in Section 3 above, including submitting the JAG application and preparation of performance measures and program assessment data.

Section 5. Fund Restriction. The parties agree that no funds will be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety, and that the funds will not supplant existing budgeted funds.

Section 6. Liability. Nothing in the performance of this Agreement shall impose any liability for claims against any party other than claims for which liability may be imposed by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.

Section 7. Amendments. Amendments to this Agreement shall be made in writing and signed by all parties. In the event the amount of funds received is different from the amount set forth in Section 1, the parties shall exercise principles of good faith and fair dealing to amend Exhibit A in a manner consistent with the principles of this Agreement and in accordance with all JAG program requirements. Such amendments may be entered into by the chief administrative officers of City of Champaign, Urbana, and Champaign County.

Section 8. Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Facsimile, pdf, or other digital signature (e.g. Docusign) shall be deemed to have the same legal effect as an original ink signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN

By: David J. Smith

Date: 10/12/2022

APPROVED AS TO FORM:

Thomas Yu
City Attorney CB 2022- 162

CHAMPAIGN COUNTY

By: _____

Date: _____

APPROVED AS TO FORM:

State's Attorney

CITY OF URBANA

By: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
(City of Champaign and Champaign County)

JAG AWARD DISPOSITION

The 2022 JAG funds will be distributed to the Champaign Police Department to fund individual projects meeting the guidelines of the JAG grant.

Champaign Police Department	\$58,703.94
Urbana Police Department	\$12,548.06
Champaign County Sheriff's Office	\$ 4,548.00
TOTAL	\$75,800.00



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

M E M O R A N D U M

TO: Mayor Diane Wolfe Marlin and Members of the City Council
FROM: Tim Cowan, Director of Public Works
DATE: November 17, 2022
RE: 2022 Sanitary Sewer Intergovernmental Agreement (IGA)

Introduction and Background

The City of Urbana entered into an intergovernmental agreement in 1992 with Urbana-Champaign Sanitary District (UCSD), City of Champaign, and the City of Savoy in order to ensure cooperation between entities for effective management of the interconnected sanitary sewer collection system to consistently address common problems throughout the system including regulation of new developments, reduction of infiltration and inflow into the sanitary sewer system, clarity in jurisdictional responsibilities, regulation and inspection of new connections, and equitable level of service throughout the District.

A number of practices and procedures within the original agreement have become inaccurate, outdated, or functionally obsolete with how we regulate, operate, and manage our collection system today. The intent of this proposed 2022 IGA is to replace the existing 1992 IGA to more accurately reflect current practices and procedures while maintaining the commitment of our entities to work cooperatively to effectively manage the interconnected collection system and consistently address common problems. Additionally, the new agreement has introduced the University of Illinois at Urbana-Champaign (UIUC) as a signatory to the agreement who owns and operates a fair amount of sanitary sewer collection system interconnected with the rest of the network. Historically, UIUC had generally been operating in conformance with the terms of the previous IGA and the technical specifications prepared by the Joint Sanitary Sewer Technical Committee, so introducing them as a signatory to the agreement is primarily formalizing their commitment to adhere to the terms and technical specifications to ensure long-term cooperation and consistency.

The proposed 2022 IGA was developed jointly by multiple representatives from Sanitary Sewer Technical Committee along with input from individual entities legal representatives and executives. A summary of the revisions/updates, the original 1992 IGA, the proposed 2022 IGA, and a Resolution Approving an Intergovernmental Agreement Concerning Sanitary Sewers have all been included for your review as an attachment to this memo.

ADMINISTRATION • ARBOR • ENGINEERING • ENVIRONMENTAL MANAGEMENT
EQUIPMENT SERVICES • OPERATIONS • PUBLIC FACILITIES

--printed on recycled and recyclable paper--

Recommendation

Staff recommends for City Council to approve the attached Resolution Approving an Intergovernmental Agreement Concerning Sanitary Sewers be approved to ensure long-term cooperation and consistency between the City and our partners who operate and manage the interconnected sanitary sewer collection system.

*Attachments: Summary of Revisions/Updates between 1992 IGA and 2022 IGA
Executed 1992 Sanitary Sewer IGA
Proposed 2022 Sanitary Sewer IGA
Resolution Approving an Intergovernmental Agreement Concerning Sanitary Sewers*

RESOLUTION NO. _____**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
CONCERNING SANITARY SEWERS**

WHEREAS, the City of Urbana (the “Urbana”) is an Illinois municipal corporation and a home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and,

WHEREAS, the Urbana & Champaign Sanitary District (the “UCSD”) is a body politic organized under the authority of the Sanitary District Act of 1917; and,

WHEREAS, the City of Champaign (“Champaign”), the Village of Savoy (“Savoy”) and the University of Illinois (“University”) are Illinois municipal corporations and/or bodies politic organized under the laws of the State of Illinois; and,

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enable the parties to enter into and execute agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Parties described above have previously entered into an Intergovernmental Agreement concerning sanitary sewers in 1992; and,

WHEREAS, such Intergovernmental Agreement has not been updated since 1992; and,

WHEREAS, the Parties continue to believe that sanitary sewer service is a service that is best coordinated jointly on an area-wide basis rather than individually; and,

WHEREAS, the Parties desire to enter into a revised and updated Intergovernmental Agreement concerning sanitary sewers.

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

Section 1.

The Intergovernmental Agreement between Urbana, UCSD, Champaign, Savoy, and the University concerning sanitary sewers, which is attached hereto and incorporated by reference herein, shall be and hereby is authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, shall be and hereby is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, **2022.**

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, **2022.**

Diane Wolfe Marlin, Mayor

2022 INTERGOVERNMENTAL AGREEMENT CONCERNING SANITARY SEWERS

PREAMBLE:

WHEREAS, the parties entered into an Agreement Concerning Sanitary Sewers on June 30, 1992 ("1992 UCSD Agreement"); and

WHEREAS, the parties desire to adopt a new intergovernmental agreement to replace the 1992 UCSD Agreement and to therefore terminate the 1992 Agreement upon the effective date of this Agreement.; and

WHEREAS, the City of Champaign ("Champaign"), the City of Urbana ("Urbana"), and the Village of Savoy ("Savoy"), Illinois (hereinafter referred to collectively as "Municipalities"), as they have developed, have each also developed a network of sanitary sewers to serve their respective communities; and

WHEREAS, in 1921, the Urbana and Champaign Sanitary District (hereinafter referred to as "District") was organized under the authority of the Sanitary District Act of 1917 (70 ILCS 2405/0.1, et seq., hereinafter "Act"); and

WHEREAS, the Act empowers the District to perform the duties and exercise such powers as are set forth in the Act, including but not limited to the power to control connections and set standards for construction for all municipal sanitary sewer systems tributary to its system, to serve territory outlying its boundaries, to prevent pollution of any waters from which a water supply may be obtained by any city, town or village , and over the territory included within a radius of fifteen (15) miles from the intake of any such water supply ; and

WHEREAS, the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.) further empowers and requires the District to perform certain activities with respect to pollutants and the discharge thereof; and

WHEREAS, Champaign and Urbana are all home rule units under the 1970 Illinois Constitution; Savoy became a home rule unit by referendum in April 2021; the District is a unit of local government; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution (ILCS Const. Art.7, S 10) and the Intergovernmental Cooperation Act (ILCS 220/1, et seq.) provide not only the encouragement for intergovernmental cooperation but also provide the authority for

cooperation among and between all units of local -government to contract and otherwise associate among themselves in any manner not prohibited by law; and

WHEREAS, the parties hereto recognize that sewage collection is a problem which would be more effectively resolved on an area-wide basis and by the joint efforts and resources of the parties hereto; and

WHEREAS, all parties agree that a joint effort by the District and the Municipalities to control such development as results in an efficient allocation of public resources would be in the best interests of the citizens; and

WHEREAS, all parties agree that properties within the Village of Bondville may be built with public sewers and regulated by the District, subject to such restrictions established on April 30, 2002 in the Agreement Regarding Sanitary Sewer Service to Bondville included in Appendix A; and

WHEREAS, the parties acknowledge the existence of a certain Agreements Between the City of Champaign, the City of Urbana and the District Relative to Boneyard Creek and is the intention of all parties hereto that the entering into of this agreement as a replacement of the original Agreement Concerning Sanitary Sewers referenced above is in no way intended to invalidate, terminate or otherwise affect the terms of those agreements relating to the Boneyard Creek,

NOW, THEREFORE, in consideration of the foregoing mutual promises and aforementioned premises, it is agreed as follows:

Section 1. Technical Committee

(a) Technical Committee is hereby formed consisting of the respective City/Village Engineer or the City/Village Engineer's designee of each Municipality and the designee of the District's Director, and such other officials as may be designated by the Chief Administrative Officer of each of the parties. The Technical Committee shall also include a technical representative of the County designated by the County Board Chair.

(b) The Committee shall meet not less than quarterly to discuss and determine, consistent with the intent as expressed in the Preamble to this Agreement, the coordination and implementation of specific responsibilities set forth in this Agreement, maintaining and updating sanitary sewer construction technical standards, methods and programs to reduce inflow and infiltration, master planning of the community's sanitary sewer system, approaches to long-range planning and land use and development control issues in so far as the sanitary sewer system affects such planning and regulation, and the responsibilities of each of the parties with respect to the sanitary sewers system.

(c) The District and the Municipalities shall rotate the responsibility for hosting the Committee meetings on a calendar year basis. The hosting agency shall be responsible to:

- Schedule the date and time of the meeting along with e-mail notification to the Committee Members of the meeting.
- Provide a location for the meeting.
- Prepare and distribute an agenda for the meeting to Committee Members.
- Take and prepare meeting minutes.
- Distribute meeting minutes within 30 days of the meeting to Committee Members for review and comment. The draft meeting minutes will be reviewed and approved at the next scheduled Committee Meeting.

(d) The Chief Administrative Officer of each party shall have the authority to call for a meeting of the other Chief Administrative Officers of the parties to provide guidance to the Committee.

(e) The District shall maintain a contact list of Committee Members. Municipalities shall provide at least one representative from their agency for the Committee. The Municipalities shall be responsible for providing contact information for their representatives to the District.

(f) The District and Municipalities, shall prepare an Annual Sanitary Sewer Maintenance and Activity Report for their collection system. The report shall include the following items for the preceding calendar year:

- Sewer maintenance activities including cleaning and televising;
- Sewer rehabilitation activities including sewer lining, point repairs, and new sewer construction;
- Sewer complaints received, sewer back-ups, sewer surcharging due to wet weather events, and sanitary sewer overflows;
- Planned sewer maintenance and rehabilitation activities for the upcoming calendar year.

The Annual Sanitary Sewer Maintenance Activity Reports shall be presented and reviewed at the February Sanitary Sewer Technical Committee Meeting.

Section 2. Definitions, Jurisdiction, and Maintenance

(a) "Annexation Boundary Limits" shall, for the purposes of this Agreement, mean the annexation boundaries agreed to by and between the Municipalities.

(b) "Interceptor Sewer" shall, for the purposes of this Agreement, mean sewers that carry the waste discharged from one or more collector sewers to the treatment plant. Occasionally, service laterals discharge directly into interceptor sewers where conditions do not permit a collector sewer or a collector sewer would be redundant. Interceptor sewers are generally larger than 12-inches in diameter. Exceptions to these criteria will be by mutual agreement between the District and Municipalities and documented in geographical information system (GIS) as described in Section 2(i). Interceptor Sewers shall be owned, operated and maintained by the District.

(c) "Collector Sewer" shall, for the purposes of this Agreement, mean sewers that are constructed in a public street, alley or easement to receive the waste discharged from the individual building service laterals. These sewers may serve one or more blocks before they discharge into larger interceptor sewers. Collector sewers are generally 8-inch to 12-inch in diameter. Exceptions to these criteria will be of mutual agreement between the District and Municipalities and documented in GIS. Collector Sewers shall be owned, operated and maintained by that Municipality within whose corporate limits such sewer lies; or if the collector sewer lies outside the corporate limits of any of the municipalities, it shall be owned, operated and maintained by the District until such time as the ownership, maintenance and operational responsibility shifts to a municipality pursuant to Section 2(d) or 2(e) below.

(d) "Municipal Approved Collector Sewer" shall, for the purposes of this Agreement, mean any Collector Sewer that lies outside of the corporate limits of the Municipalities and was, is or will be built to serve land which is subject to a written development agreement or annexation agreement approved by the corporate authorities of the Municipality in whose Annexation Boundary Limits such land lies. A Municipal Approved Collector Sewer shall be owned, operated and maintained by the District until such time that over fifty percent (50%) of the length of such sewer between any two (2) manholes lies within the corporate limits of any of the Municipalities. Annually, the District and Municipalities shall review and make any required revisions regarding the ownership of Municipal Approved Collector Sewers. The District and Municipality must mutually agree on the ownership revision and document change in ownership on GIS as described in Section 2(i).

(e) "District Approved Collector Sewer" for the purposes of this agreement means any Collector Sewer that lies outside of the corporate limits of the Municipalities, was in existence prior to June 30, 1992 and serves land which is not subject to an annexation or development agreement with one (1) of the Municipalities. A District Approved Collector Sewer shall be owned, operated and maintained by the District until such time that over fifty percent (50%) of the length of such sewer between any two (2) manholes lies within the corporate limits of any of the

Municipalities. Annually, the District and Municipalities shall review and make any required revisions regarding the ownership of District Approved Collector Sewers. The District and Municipality must mutually agree on the ownership revision, and document change in ownership on GIS as described in Section 2(i).

(f) “Sewer Service Connection” for the purposes of this agreement shall mean the sewer pipe from a point five-feet outside of the foundation wall of a single building, or a system of sewer pipes from more than one building on a single property, to, and including, the connection to the collector or interceptor sewer. Service connections are generally small diameter sewers, 4-inches and 6-inches diameter, that connect the individual building waste plumbing piping to the public sewer system. However, 8-inch or larger diameter sewer connections can be approved by the District and Municipalities if they only serve one parcel. Sewer connections are privately owned and maintained by property owner.

(g) “Sanitary Sewer Technical Committee (SSTC) Sewer Construction Standards” for the purposes of this agreement shall refer to a set of sewer infrastructure construction standards mutually developed and adopted by the District and Municipalities.

(h) The District shall construct, own, operate, and maintain all new Sanitary Sewer Pump Stations and Force Mains within the District. Sewer ejector stations are considered to be a part of the gravity system and shall continue to be owned, operated, and maintained by the entity that installed the sewer ejector station.

(i) The District and Municipalities shall utilize the Champaign County Geographical Information System Consortium (CCGISC) to host, store, manage, and access the sanitary sewer system Geographical Information System (GIS) dataset. The District and Municipalities shall be responsible for updating, editing, adding, and deleting the GIS dataset for the sewer infrastructure under their ownership. No agency shall update, edit, add, or delete another agency’s infrastructure GIS dataset. If the CCGISC is not available to host the sewer infrastructure dataset, the District and Municipalities shall establish another system or entity to host, store, manage, and access the sanitary sewer system GIS dataset.

(j) In the event the existence of a sanitary sewer is discovered that has not been identified in the GIS dataset as either operated and maintained by one of the Municipalities or the District or the University of Illinois Urbana-Champaign (University), then the ownership of and maintenance responsibilities for such sanitary sewer shall be the subject of a further agreement of the parties as indicated by its location, function and the definitions contained

with.in this Section. The District and Municipality or University must mutually agree on the classification and ownership of the sewer before it is added to the GIS dataset

Section-3. Connection and Extension of System

(a) New Service Connections. The District shall not allow any new sanitary sewer service connections to Collector, Interceptor, District Approved Collector, or Municipal Approved Collector Sewers that serve properties outside of the Municipalities corporate boundaries unless the property to be served by such connection is the subject of a fully executed and recorded annexation or development agreement with the Municipality in whose Annexation Boundary Limits or 1.5-mile Extra Territorial Jurisdiction Limits the land to be served by the sewer lies, or the property is a lot within a list of exempt subdivisions provided by the respective Municipalities. The Municipal representative identified in Section 12 of this agreement shall provide the District a list of subdivisions exempt from the annexation or development agreement requirements.

(b) New Collector Sewer Connections. The District agrees that only Collector Sewers serving properties within Municipal corporate boundaries or within land subject to a fully executed and recorded annexation or development agreement will be permitted to connect to District Interceptor Sewers.

(c) Sewer Extensions. The District shall not permit or allow any person or entity to extend or add to any Interceptor, Municipal Approved Collector, or District Approved Collector Sewer unless the land served by such sewer extension is subject to an annexation or development agreement with the Municipality in whose Annexation Boundary Limit the Land to be served by the sewer lies. This subsection shall not be construed to prohibit the District from extending to or adding to its sewer system, so long as such extension does not otherwise violate the terms of this Agreement.

(d) Sewer Service Connection Inspections.

(1) A UCSD sewer connection permit shall be required per UCSD Ordinance 691 Section 2.1.

(2) Each Municipality will inspect sanitary service sewer connections to all sanitary sewers within its respective Annexation Boundary Limits for compliance with the Sanitary Sewer Technical Committee (SSTC) Sewer Construction Standards and the regulatory requirements at the local municipal, state, and federal levels. The more restrictive standard shall control. The degree of inspection will be the same whether or not the property to be served has been annexed or is subject to an

**AGREEMENT REGARDING SANITARY SEWER
SERVICE TO BONDVILLE**

This Agreement made and entered into by and between the Urbana and Champaign Sanitary District, a municipal corporation, hereinafter referred to as "District"; and the Village of Bondville, a municipal corporation, hereinafter referred to as "Bondville";

WHEREAS, Bondville desires to arrange for sanitary sewer service for the inhabitants of Bondville; and,

WHEREAS, the District is in a position to assist Bondville in that endeavor and is willing to assist, subject to the conditions contained in this Agreement; and,

WHEREAS, the District is a unit of local government and Bondville is a unit of local government; and,

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act provide not only the encouragement for Intergovernmental Cooperation, but also provide the authority for cooperation among and between all units of local government to contract and otherwise associate among themselves in any manner not prohibited by law; and,

WHEREAS, the parties hereto recognize that sewage transportation and treatment is a problem, which would be more effectively resolved by placing it under the jurisdiction of the District;

NOW THEREFORE, it is agreed by and between the parties as follows:

1. Revisions of District's Facility Planning Boundaries. The District will immediately apply to the IEPA for a revision of the District's Facility Planning Boundaries to include the Bondville Sub-Facilities Planning Area (sub-FPA). The Bondville sub-FPA shall be as illustrated on the attached figure and shall be described as:

Beginning at the northeast corner of Section 13, Township 19 North, Range 7 East of the 3rd PM., which is the true point of beginning; thence south along the east line of said Section 13 to the midpoint of the east line of said Section 13; thence west along the centerline of said Section 13 to the midpoint of the west line of said Section 13, which is also the midpoint of the east line of Section 14, Township 19 North, Range 7 East of the 3rd PM.; thence continuing west along the centerline of said Section 14, a distance 1,500 feet to a point on the centerline of said Section 14; thence north parallel to and 1,500 feet west of the east line of said Section 14 to a point on the north line of said Section 14 that is 1,500 feet west of the northeast corner of said Section 14, which is also the southeast corner of Section 11, Township 19 North, Range 7 East of the 3rd PM.; thence continuing north along a

line that is parallel to and 1,500 feet west of the east line of said Section 11, to a point on the east-west centerline of said Section 11 that is 1,500 feet west of the midpoint of the east line of said Section 11; thence east along the centerline of said Section 11 to the midpoint of the east line of said Section 11, which is also the midpoint of the west line of Section 12, Township 19 North, Range 7 East of the 3rd PM.; thence continuing east along the centerline of said Section 12 to the midpoint of the east line of said Section 12; thence south along the east line of said Section 12 to the southeast corner of said Section 12, which is also the northeast corner of Section 13, Township 19 North, Range 7 East of the 3rd PM. and the point of beginning.

2. Duties of Bondville. Upon completion of the provision contained in Section 1 above, Bondville will then proceed, at its expense, with the following action:

- A. Bondville will execute an Annexation Agreement which will provide that the entire corporate limits of Bondville will be annexed to the District, once the District's corporate limits become contiguous to the Bondville corporate limits. The Annexation Agreement will be prepared by the District attorney and will contain the usual and customary provisions regarding the requirement of annexation once the corporate limits of Bondville becomes contiguous to the District corporate limits.

The Annexation Agreement will also require that Bondville, upon the admission of any new real estate to the Bondville corporate limits, will require said real estate to annex to the District if said real estate is within the Sub-FPA.

- B. Bondville will proceed with the construction of all sanitary sewer facilities recommended in its Facilities Planning Report, dated October 1999 and prepared by Daily & Associates Engineers, Inc. This includes all sanitary sewer and service sewer lines, the pump station and the force main line. Bondville agrees that all sanitary sewer facilities shall be designed and constructed in accordance with District standards, policies, procedures and ordinances. Bondville agrees construction plans and specifications for sanitary sewer lines, the pump station and the force main line shall be reviewed and approved by the District prior to their construction.
- C. Bondville shall be responsible for obtaining all construction and maintenance easements for all sanitary sewer facilities. This includes all sanitary sewer lines, the pump station and the force main. The location of the force main line shall be designated by Bondville; provided, however, that in all events,

the force main will be discharged at the Southwest Treatment Plant and will go from the pump station to a manhole to be located on the north side of the Copper Slough. All easements for the force main and pump station must be in a form approved by the District and will be assigned to the District by Bondville.

- D. It is agreed that Bondville will not be allowed to discharge wastewater to the District facilities until expansion of the District's Southwest Treatment Plant has been completed.

It is also acknowledged by Bondville that it cannot discharge wastewater to the District facilities until the IEPA has approved the revisions to the District's Facility Planning Boundaries so as to include Bondville.

The scheduled completion date for the Southwest Treatment Plant is December of 2005. However, the District cannot provide a firm completion date. If construction is completed ahead of schedule and the Illinois EPA grants all permits and provides its approval, then Bondville will be allowed to connect ahead of schedule.

- E. Bondville shall be required to adopt a Sewer Use Ordinance. The ordinance shall include by reference the latest version of the District's Sewer Use and Pretreatment Program Ordinance.

- 3. New Sewer Connections & Extension. Upon completion of provisions 1 & 2 above, Bondville and the District agree to the following concerning new sanitary sewer facilities constructed in the Bondville sub-FPA. Sanitary sewer facilities include sanitary sewer lines, service sewer lines, pump stations and force mains.

- A. Bondville agrees all sanitary sewer facilities shall be designed and constructed in accordance with the District standards, policies, procedures and ordinances. Bondville agrees all construction plans and specifications for sanitary sewer lines, pump stations and force mains shall be reviewed and approved by the District prior to their construction.
- B. Bondville agrees that all sanitary sewer service lines and connections shall be inspected by Bondville or agents of Bondville and the results of such inspection shall be reported in writing to the District on a form designated by the District.
- C. Bondville agrees the sewer service line and connection inspection shall not be completed or approved for use by

Bondville until evidence is provided that the District's connection permit has been obtained.

- D. The District agrees it will not approve any new sanitary sewer lines, pump stations or force mains within the sub FPA prior to or without Bondville's approval.
 - E. The District agrees it will not approve any connections to the force main referenced in provision 2.
 - F. It is understood that the pump station will be located within the rectangular area referred to in provision 1. If the pump station is connected to by any party other than Bondville, the District agrees that Bondville shall be entitled to some negotiated reasonable reimbursement for the expense of the pump station and force main.
 - G. There will be no connections within the rectangular area to sanitary sewers owned and operated by Bondville without the consent of Bondville.
4. Ownership of System. Bondville agrees to own and operate all sanitary sewer lines, manholes and appurtenances constructed in the Sub-FPA. The District agrees to be responsible for all routine maintenance for the Bondville sanitary sewer lines, manholes and appurtenances. Bondville agrees to be responsible for all structural repairs to the sanitary sewer system.

The pump station and force main referenced in provision 2 shall be transferred to the District and owned by the District. After the transfer, the District will be responsible for operation, maintenance and repair of the pump station and the force main.

5. Disconnection of Service. Bondville recognizes the authority of the District to have control over all connections to its treatment facilities and its right to revoke connection permits when a violation of its ordinances is committed. The District shall send written notification to Bondville when it has revoked a sanitary sewer connection permit. Upon receipt of such notice, Bondville will take such steps as are necessary to designate the affected property as unfit for occupancy.
6. District Fees. Bondville agrees to pay or cause to be paid to the District all applicable connection fees established by District ordinance.

Bondville agrees that its residents will be required to pay all applicable District user fees established by District ordinance.

The District has agreed that it will not charge its “interceptor costs recovery fee” based on the initial construction pursuant to this Agreement; provided however that the District reserves the right to charge the “interceptor costs recovery fee” in the event of future development within the rectangular area described above.

7. Governing Agreements. Bondville agrees that it and its residents will be subject to all policies, procedures, standards, ordinances, rules and regulations of the District.
8. Termination Rights. In the event Bondville elects not to proceed with the construction of the Sanitary Sewer Facilities described in provision 2, Bondville shall provide written notice to the District that it has elected not to proceed with said construction and in such event, either party shall have the right to terminate this Agreement. In the same manner, if an Annexation Agreement has been executed, such Annexation Agreement may also be terminated.

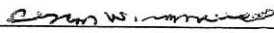
In the event that Bondville has not commenced construction of the Sanitary Sewer Facilities described in provision 2 within four years following the date of this Agreement, then either party will have the right to terminate any Annexation Agreement that may have been executed pursuant to this Agreement.

9. Agreement with Other Municipalities. Bondville acknowledges that based upon the area illustrated on the attached figure and described in Provision 1 and the agreement of Bondville that any sanitary sewer service will be limited to the Bondville Sub-FPA that forms the rectangle around Bondville, the municipalities of Champaign, Urbana and Savoy have agreed that the service by the District to Bondville will be considered a “new connection” under the Agreement Concerning Sanitary Sewers which was executed between and among the three municipalities and the District in 1992. This authorization to treat the connection as a “new connection” under the 1992 agreement is based upon the condition that the District and Bondville limit the service under this agreement to the Bondville Sub-FPA that forms the rectangle around Bondville as shown on the attached figure.

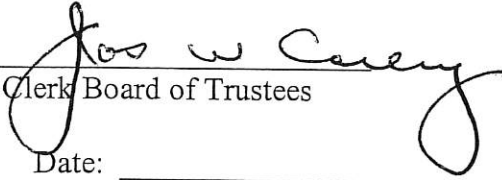
This Agreement and the terms and conditions contained herein have been approved by the District and Bondville on the dates designated below and by the authorized parties designated below.

Date: April 30, 2002


Urbana & Champaign Sanitary District

By: 
President Board of Trustees

Attest:

By: 
Clerk Board of Trustees
Date: _____

Village of Bondville, Illinois

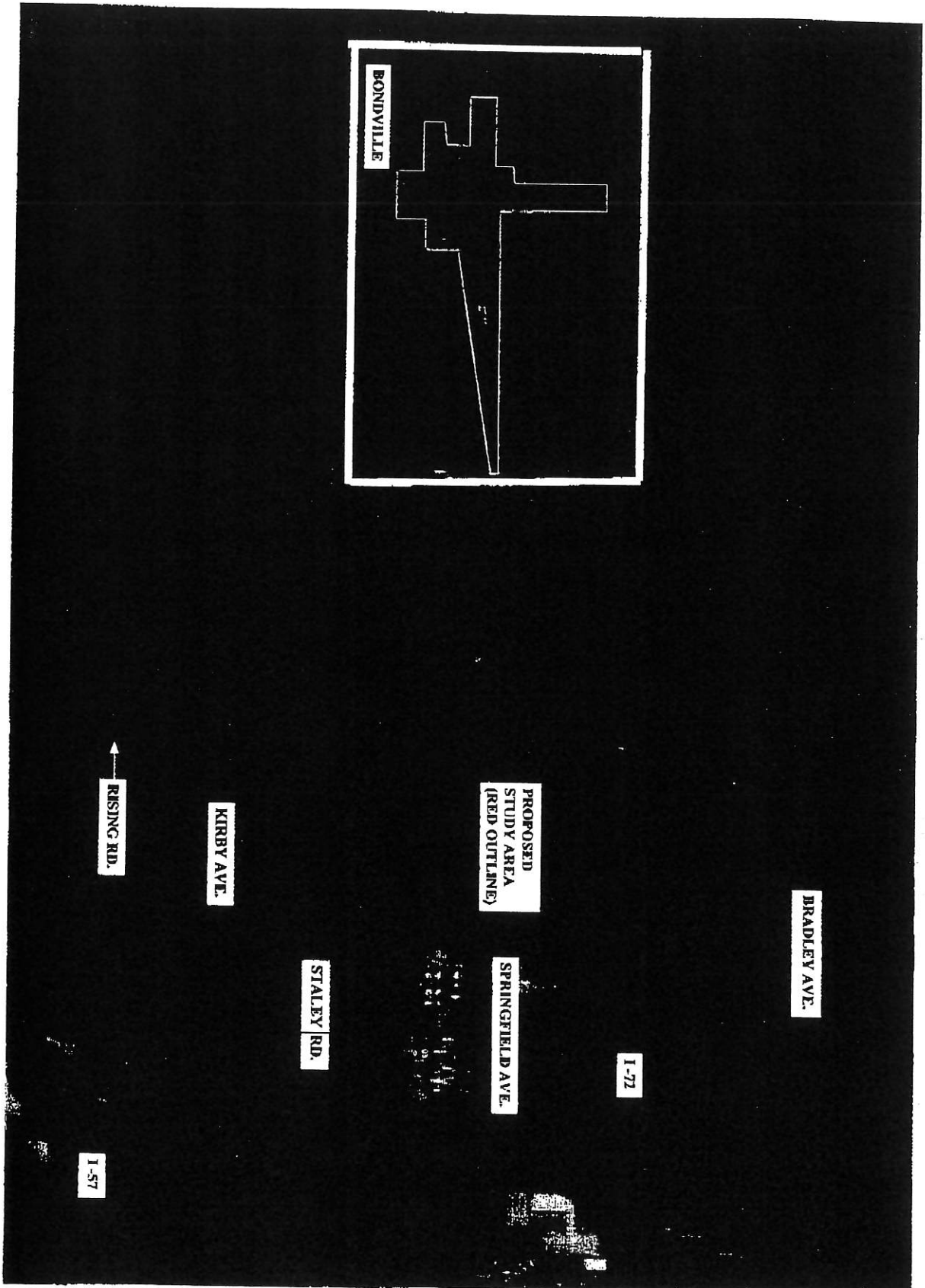
By: 
Mayor

Attest:

By: 
Village Clerk

Item c.

BONDVILLE FACILITY PLANNING AREA 2002



G:\BONDVILLE\MAPS\FACILITY PLANNING AREA 2002

annexation agreement. The results of such inspection shall be reported in writing to the District in a form mutually agreeable to the District and the Municipality.

(3) Each Municipality will not approve any sanitary service sewer connection for new or renovated construction within the Municipality unless evidence is provided to the Municipality by the applicant for a municipal building permit that the District's connection permit has been obtained.

(e) Collector and Interceptor Sewer Extension Inspections. Each Municipality will inspect or cause to be inspected all authorized extensions of any type of sanitary sewer within the respective Annexation Boundary Limits of the Municipality for compliance with the Sanitary Sewer Technical Committee (SSTC) Sewer Construction Standards and the regulatory requirements at the local municipal, state, and federal levels. The more restrictive standard shall control. The inspection and certification of collector and sanitary sewer extensions shall be in accordance with the SSTC Sewer Construction Standards. Connection permits shall not be issued until the sewer extension has met all inspection and testing requirements and has been certified by the Municipality and District.

Section 4. Disconnection of Service.

(a) The Municipalities recognize the authority of the District to have control over all connections to its treatment facilities and its right to revoke connection permits when a violation of its ordinances is committed by a property owner residing within their respective corporate limits. Nothing in this Agreement shall be construed as restricting the District from terminating service in any manner provided for by law.

(b) The District shall send written notification to the respective Municipality in whose corporate limits the property lies when it has revoked a sanitary sewer connection permit. Upon receipt of such notice, the Municipality will take such steps as are necessary to designate the affected property as unfit for occupancy. Upon such designation, the Municipality shall notify the District in writing of such action.

(c) If the District, after the notice of disconnection has been sent to the Municipality, subsequently permits such affected property to be connected to the sanitary sewer system, the District shall notify the Municipality in writing of such connection permit.

Section 5. User Charges for Unincorporated Areas.

(a) The District shall levy an additional user charge against all land within the District located in unincorporated areas to reflect the cost of services provided over and above the charges to land located within the respective Municipalities.

(b) When unincorporated land is annexed to any of the Municipalities, the District user charges for said land shall be revised to that charged for any other property in the respective Municipality's corporate limits.

(c) District user charges for service to land located outside the Municipality that is connected to Municipal Approved Collector Sewers shall be the same as charges for service to unincorporated land until such land becomes annexed as described in this Agreement.

Section 6. Further Assurances. It is understood and agreed that all parties will enact all necessary ordinances and resolutions to effect the provisions of this Agreement.

Section 7. Remedies. The parties may, in addition to any other remedy provided for by law, compel specific performance of this Agreement.

Section 8. Effective Date; Term, Invalidity.

(a) This Agreement shall become effective upon approval of this Agreement by the parties named herein as Municipalities and the District.

(b) This Agreement concerning sanitary sewers shall be binding on the District and Municipalities for twenty (20) years and is automatically renewable for subsequent twenty-year terms unless a party has provided notice of termination. A party that desires to avoid the automatic renewal and terminates its participation in the agreement must provide at least 180 days' advance written notice of its intent terminate its participation in the agreement pursuant to Section 12.

(c) If a court of competent jurisdiction declares any provision this Agreement to be invalid or otherwise unenforceable in whole or in part, then the remaining provisions set forth herein shall be no way be affected, impaired or invalidated.

Section 9. Other Obligations of the District.

(a) The District represents to the Municipalities that it has made reasonable efforts to review its files for the purpose of discovering any written, legally binding contractual obligations of the District with respect to the collection of sewage by the District which exist as of the date of this Agreement which would conflict with this Agreement. Based on such effort of the District, disclosure has been made in writing to the Municipalities by the District regarding all such existing contractual obligations of the District. The Municipalities have relied on such disclosure as a material part of their decision to enter into this Agreement. Such contracts may be honored by the District.

(b) The parties agree that any-contracts which presently exist, or which are created in the future with respect to the treatment of sewage, as opposed to the collection of sewage, shall not be prohibited by virtue of this Agreement, unless such agreement has the effect of circumventing this Agreement.

(c) The parties recognize that all prior commitments referred to in the 1993 District Resolution about Plasti Pak and Related Properties approved August, 11 1993 and those referred to in Section 9(a) shall be permitted insofar as they comply with this section.

Section 10. University of Illinois Sewers.

- (a) New Collector Sewer Connections. The University of Illinois shall only be permitted to construct new sewer connections serving properties within Municipal corporate boundaries or within land subject to a fully executed and recorded annexation or development agreement.
- (b) Sewer Extensions. The University of Illinois shall only be permitted to construct collector sanitary sewers where the land served by such sewer extension is subject to an annexation or development agreement with the Municipality in whose Annexation Boundary Limit the Land to be served by the sewer lies.
- (c) Collector Sewer Extension Inspections. The University of Illinois will inspect or cause to be inspected all authorized extensions of any type of sanitary sewer owned by the University for compliance with the Sanitary Sewer Technical Committee (SSTC) Sewer Construction Standards and the regulatory requirements at the local municipal, state, and federal levels. The more restrictive standard shall control. The inspection and certification of collector and sanitary sewer extensions shall be in accordance with the SSTC Sewer Construction Standards.
- (d) No Connection permits shall be issued until the sewer extension has met all inspection and testing requirements and has been certified by the University and District.

Section 11. Village of Bondville Sewers.

(a) The parties agree that subject to the other restrictions Agreement and this Section, a sanitary sewer connection to be used exclusively for sewer connections within the Bondville Sub-Facilities Planning Areas, 2022, a map that is attached as Appendix A hereto, to the Village of Bondville sewer system, is an approved connection under this Agreement.

(b) The connection approved in (a) shall consist of a force main and pump station under the ownership and control of the District with the collector sewers provided by the Village of Bondville. The connection may include other pump stations and force mains which are tributary to the main pump station servicing the are described in (a).

(c) Service to the Village of Bondville under this section shall be provided on terms substantially in accordance with the Agreement between the Village of Bondville and the District attached as Appendix A hereto.

Section 12. Notice. Any notices hereunder shall be considered delivered when mailed, by certified mail, postage prepaid, or delivered personally to:

District	Executive Director Post Office Box 669 Urbana, IL 61802
Urbana	City Administrator 400 South Vine Street Urbana, IL 61801
Champaign	City Manager 102 North Neil Street Champaign, IL 61820
Savoy	Village Administrator 611 N. Dunlap Avenue Savoy, IL 61874

Section 13. Liability. The duties required to be performed hereunder shall not cause or be construed to create an independent basis for liability. When an inspection or work is to be performed hereunder by the District for the Municipality, or by the Municipality for the District, the work shall not constitute a guarantee of performance of the work inspected or completed. Damages for such threatened or alleged liability are hereby waived between the parties hereto.

Section 14. Effective Date. This Agreement shall become effective on the last date that it is fully executed by the parties.

Section 15. Signatures. This Agreement may be executed in counterparts. Facsimile, pdf, and electronic signatures shall be given the same legal effect as original ink signatures.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

URBANA & CHAMPAIGN
SANITARY DISTRICT

By: _____
President

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM:

UCSD Attorney

CITY OF CHAMPAIGN:

By: _____
Mayor

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF URBANA:

By: _____
Mayor

ATTEST:

By: _____
Clerk

APPROVED AS TO FORM:

City Attorney

VILLAGE OF SAVOY:

By:_____
Mayor

ATTEST:

By:_____
Clerk

APPROVED AS TO FORM:

Village Attorney

AGREEMENT CONCERNING SANITARY SEWERS

PREAMBLE:

WHEREAS, the City of Champaign ("Champaign"), the City of Urbana ("Urbana"), and the Village of Savoy ("Savoy"), Illinois (hereinafter sometimes referred to collectively as "Municipalities"), as they have developed, have each also developed a network of sanitary sewers to serve their respective communities; and

WHEREAS, in 1921, the Urbana and Champaign Sanitary District (hereinafter referred to sometimes as "District") was organized under the authority of the Sanitary District Act of 1917 (Illinois Revised Statutes, Chapter 42, paragraph 29, et seq., hereinafter "Act"); and

WHEREAS, the Act empowers the District to perform the duties and exercise such powers as are set forth in the Act, including but not limited to the power to control connections and set standards for construction for all municipal sanitary sewer systems tributary to its system, to serve territory outlying its boundaries, to prevent pollution of waters within fifteen (15) miles of its boundaries; and

WHEREAS, the Illinois Environmental Protection Act (Illinois Revised Statutes, Chapter 111-1/2, paragraph 1001, et seq.) further empowers and requires the District to perform certain activities with respect to pollutants and the discharge thereof; and

WHEREAS, over the years, certain problems have arisen that impact on the growth, jurisdiction and responsibilities of each

of the parties and it is the desire of the parties to jointly address the common problems created, rather than each of the parties separately addressing those problems that they share in common, such problems being among others, the following, to-wit:

1. That there are indications of development occurring in the Champaign, Urbana, Savoy area that may result in the inefficient allocation of public resources; and
2. That there are indications that efforts to reduce infiltration and inflow into the sanitary sewers of the Municipalities and District should be increased as agreed upon in the joint agreement approved by several of the parties hereto, dated January, 1978, and attached hereto; and
3. That some uncertainty has arisen regarding as to which governmental entity has authority and jurisdiction over portions of the sanitary sewer system; and
4. That the inspection of service connections to the sanitary sewers is not consistent throughout the District and should be better coordinated by the parties; and
5. That the District provides increased levels of service to parcels within the District but outside the corporate limits of the Municipalities without additional charge to those parcels; and

WHEREAS, all parties agree that a joint effort by the District and the Municipalities to control such development as

results in inefficient allocation of public resources would be in the best interests of the citizens; and

WHEREAS, Champaign and Urbana are both home rule units under the 1970 Illinois Constitution; Savoy is not a home rule unit but is a unit of local government; the District is a unit of local government; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (Illinois Revised Statutes, 1987, Chapter 127, Section 741, et seq.) provide not only the encouragement for intergovernmental cooperation but also provide the authority for cooperation among and between all units of local government to contract and otherwise associate among themselves in any manner not prohibited by law; and

WHEREAS, the parties hereto recognize that sewage transportation is a problem which would be more effectively resolved on an area-wide basis and by the joint efforts and resources of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing mutual promises and aforementioned premises, it is agreed as follows:

Section 1. Technical Committee.

(a) A Technical Committee is hereby formed consisting of the respective Municipal Engineer or the Municipal Engineer's designee of each Municipality and the designee of the District's

Director, and such other officials as may be designated by the Chief Administrative Officer of the parties. The Technical Committee shall also include a technical representative of the County designated by the County Board Chair.

(b) The Committee shall meet not less than quarterly to discuss and determine, consistent with the intent as expressed in the Preamble to this Agreement, the coordination and implementation of specific responsibilities set forth in this Agreement, methods and programs to reduce inflow and infiltration, master planning of the community's sanitary sewer system, approaches to long-range planning and land use and development control issues insofar as the sanitary sewer system affects such planning and regulation, and the responsibilities of each of the parties with respect to the sanitary sewer system. The first such meeting shall be called by the District within sixty (60) days after this Agreement has been executed by the District.

(c) A secretary, responsible for taking minutes of the meetings of the Technical Committee, shall be provided by each of the parties on a rotating tenure. The length of the tenure of the Secretary shall be decided by the Committee. The secretary shall, within thirty (30) days following the date of the meeting, forward copies of the draft minutes to the Mayor of each of the Municipalities, the President of the Board of Trustees of the District and the Chief Administrative Officer of each party at the same time they are forwarded to the members of the Committee.

(d) The Chief Administrative Officer of each party shall have the authority to call for a meeting of the other Chief Administrative Officers of the parties to provide guidance to the Committee.

Section 2. Definitions, Jurisdiction and Maintenance.

(a) "Annexation Boundary Limits" shall, for the purposes of this Agreement, mean the annexation boundaries agreed to by and between the Municipalities.

(b) (1) "Interceptor Sewer" shall, for the purposes of this Agreement, mean a sanitary sewer in existence on the effective date of this Agreement which has been dedicated and accepted for public use, that will be designated on the map provided for in (g) below, as an "Interceptor Sewer", and also any sanitary sewer constructed after the effective date of this Agreement and dedicated and accepted for public use for which the District has fully or partially funded the construction and whose principal function is to transport sewage directly to the District's plant from a tributary sewer system.

(2) Interceptor Sewers shall be owned, operated and maintained by the District.

(c) (1) "Collector Sewer" shall, for the purposes of this Agreement, mean a sanitary sewer in existence on the effective date of this Agreement which has been dedicated and accepted for public use, that will be designated on the map provided for in (g) below, as a "Collector Sewer", and also any sewer constructed after the effective date of this Agreement and dedicated and

accepted for public use, and whose principle function is the collection of sewage from lines servicing individual lots for transport to an interceptor sewer.

(2) Collector Sewers shall be owned, operated and maintained by that Municipality within whose corporate limits such sewer lies; or if the collector sewer lies outside the corporate limits of any of the municipalities, it shall be owned, operated and maintained by the District until such time as the ownership, maintenance and operational responsibility shifts to a municipality pursuant to Section (d)(2) or (e)(2) below.

(d) (1) A "Municipal Approved Collector Sewer" shall, for the purposes of this Agreement, mean any Collector Sewer that lies outside of the corporate limits of the Municipalities and was, is or will be built to serve land which is subject to a written development agreement or annexation agreement approved by the corporate authorities of the Municipality in whose Annexation Boundary Limits such land lies.

(2) A Municipal Approved Collector Sewer shall be owned, operated and maintained by the District until such time that over fifty percent (50%) of the length of such sewer between any two (2) manholes lies within the corporate limits of any of the Municipalities. Annually, on February 1 of each year if the map referred to in subsection (g) of this Section indicates that such length comes within a Municipality's corporate limits, the entire length between such manholes thereupon shall, from that date, be owned, operated and maintained by the Municipality.

(e) (1) A "District Approved Collector Sewer" for the purposes of this agreement means any Collector Sewer that lies outside of the corporate limits of the Municipalities, was in existence prior to the effective date of this Agreement and serves land which is not subject to an annexation or development agreement with one (1) of the Municipalities.

(2) A District Approved Collector Sewer shall be owned, operated and maintained by the District until such time that over fifty percent (50%) of the length of such sewer between any two (2) manholes lies within the corporate limits of any of the Municipalities. Annually, on February 1 of each year if the map referred to in subsection (g) of this Section indicates that such length comes within a Municipality's corporate limits, the entire length between such manholes thereupon shall, from that date, be owned, operated and maintained by that Municipality.

(f) The District shall own, operate, maintain and approve all Sanitary Sewer Lift Stations and Force Mains within the District; provided, however, the municipality shall, prior to transfer of Lift Stations in existence on the date of this Agreement to the District, upgrade the Lift Stations to the reasonable satisfaction of the District. Unless the municipality receives written notice of the District's request for upgrade within ninety (90) days of the effective date of the Agreement, the Lift Stations shall be presumed to be satisfactory to the District. Sewer ejector stations are considered to be a part of the gravity system and shall continue to be owned, operated, and

maintained by the entity that installed the sewer ejector station.

(g) The District shall annually, on or around, but no later than, February 1, prepare a map for use by the District and the Municipalities which show Municipal boundaries (with information supplied by the Municipalities), Interceptor, Municipal Approved Collector, Collector, and District Approved Collector and University of Illinois owned sewers in existence. The District will gather all available maps from the Municipalities and copy those maps for preparation of the initial set of maps. The District shall produce and distribute the first set of maps within six (6) months following the effective date of this agreement.

(h) In the event the existence of a sanitary sewer is discovered that has not been identified on the attached map as either operated and maintained by one of the Municipalities or the District or the University, then the status of such sanitary sewer shall be the subject of a further agreement of the parties as indicated by its location, function and the definitions contained within this Section.

Section 3. Connection to and Extension of System.

(a) **New Service Connections.** After the effective date of this Agreement, the District shall not allow any new sanitary sewer service connections to Collector or Interceptor or District Approved Collector or Municipal Approved Collector Sewers to serve properties outside of the Municipalities unless the

property to be served by such connection is the subject of a written annexation or development agreement with the Municipality in whose Annexation Boundary Limits the land to be served by the sewer lies, or the property is a lot within a legally recorded final plat which plat has been approved by a Municipality prior to the effective date of this Agreement.

(b) **New Sewer Connections.** After the effective date of this Agreement, the District Agrees that only Collector Sewers within a Municipality or Municipal Approved Collector Sewers or Interceptor Sewers, as defined herein, will be permitted to connect to any Collector, Interceptor, District Approved Collector, or Municipal Approved Collector Sewer.

(c) **Sewer Extensions.** The District shall not permit or allow any person or entity to extend or add to any Interceptor, Municipal Approved Collector, or District Approved Collector Sewer unless the land served by such sewer extension is subject to an annexation or development agreement with the Municipality in whose Annexation Boundary Limit the Land to be served by the sewer lies. This subsection shall not be construed to prohibit the District from extending to or adding to its sewer system, so long as such extension does not otherwise violate the terms of this Agreement.

(d) **Sewer Service Connection Inspections.**

(1) For the purpose of this Section, "sanitary service sewer connection" means the sewer pipe from the clean-out (or if no clean-out, from the exterior connection closest to the

structure) to the connection, at or near the owner's property line, of the individual lot's sanitary service line to the public sanitary sewer.

(2) From and after the effective date of this Agreement, each Municipality will inspect sanitary service sewer connections to all sanitary sewers within its respective Annexation Boundary Limits. The degree of inspection will be the same whether or not the property to be served has been annexed or is subject to an annexation agreement. The results of such inspection shall be reported in writing to the District in a form mutually agreeable to the District and the Municipality.

(3) From and after the effective date of this Agreement, each Municipality will not approve any sanitary service sewer connection for new or renovated construction within the Municipality unless evidence is provided to the Municipality by the applicant for a municipal building permit that the District's connection permit has been obtained.

(e) **Sewer Extension Inspections.** From and after the effective date of this Agreement, each Municipality will inspect or cause to be inspected all authorized extensions of any type of sanitary sewer within the respective Annexation Boundary Limits of the Municipality for compliance with the construction standards in the ordinances of the Municipality and the ordinances of the District. The construction standards of the District relative to the technical aspects of the sewer, as opposed to the general construction standards, shall control

unless the standards of the Municipality require a more stringent standard than that of the District, in which case the Municipality's standards shall control. Said inspection shall be in writing and forwarded to the District. The inspection report shall indicate whether the sewers have been inspected, conform to the ordinances, and whether the sewer has been completed by the Developer to the City's satisfaction. Said written inspection shall serve as notice that the District may issue connection permits for the sanitary sewer service connections for the land to be served by the sewer.

Section 4. Disconnection of Service.

(a) The Municipalities recognize the authority of the District to have control over all connections to its treatment facilities and its right to revoke connection permits when a violation of its ordinances is committed by a property owner residing within their respective corporate limits. Nothing in this Agreement shall be construed as restricting the District from terminating service in any manner provided for by law.

(b) From and after the effective date of this Agreement, the District shall send written notification to the respective Municipality in whose corporate limits the property lies when it has revoked a sanitary sewer connection permit. Upon receipt of such notice, the Municipality will take such steps as are necessary to designate the affected property as unfit for occupancy. Upon such designation, the Municipality shall notify the District in writing of such action.

(c) If the District, after the notice of disconnection has been sent to the Municipality, subsequently permits such affected property to be connected to the sanitary sewer system, the District shall notify the Municipality in writing of such connection permit.

Section 5. User Charges for Unincorporated Areas.

(a) The District shall, within a reasonable time, amend its user charge system to levy an additional user charge against all land within the District located in unincorporated areas to reflect the cost of services provided over and above the charges to land located within the respective Municipalities.

(b) When unincorporated land is annexed to any of the Municipalities, the District user charges for said land shall be revised to that charged for any other property in the respective Municipality's corporate limits.

(c) District user charges for service to land located outside the Municipality that is connected to Municipal Approved Collector Sewers shall be the same as charges for service to unincorporated land until such land becomes annexed as described in this Agreement.

Section 6. Further Assurances. It is understood and agreed that all parties will enact all necessary ordinances and resolutions to effect the provisions of this Agreement.

Section 7. Remedies. The parties may, in addition to any other remedy provided for by law, compel specific performance of this Agreement.

Section 8. Effective Date; Term, Invalidity.

(a) This Agreement shall become effective upon approval of this Agreement by the parties named herein as Municipalities and the District, and also when the City of Champaign, the City of Urbana and the District have approved an agreement assigning all of the obligations of the District under the January 31, 1949 Agreement (including the duty to maintain the flow in the Boneyard Creek Subdistrict of the Saline Branch Drainage District and the obligation to pay assessments of the type heretofore paid to the Saline Branch Drainage District) to the City of Champaign and the City of Urbana, within their respective corporate limits (Agreement Re Boneyard Drainage District), and also when each of the Municipalities have entered into boundary line agreements with each adjacent municipality.

(b) This Agreement concerning sanitary sewers shall be binding on the District and Municipalities for a period of fifteen (15) years following its effective date and shall continue thereafter indefinitely; provided however, that the District, or the Municipalities, may provide written notice one time to terminate the agreement at any time during the five (5) year period which occurs between the date which is fifteen (15) years following the effective date of this Agreement and the time which is twenty (20) years following the effective date of this Agreement. During such time period, the District, or the Municipalities may provide written notice to terminate the Agreement, effective at the end of the 16th, 17th, 18th, 19th, or

20th year of the Agreement by providing the other party with written notice of termination at least three hundred sixty-five (365) days prior to the effective date of the proposed termination; and be it further provided that in the event of termination by the Municipalities, "the Municipalities" must collectively provide the written notice to terminate.

(c) The District agrees that it will give notice of termination of this Agreement only if one hundred percent (100%) of the Board of Trustees of the Sanitary District affirmatively vote for such termination based on a finding that the following standards have been met:

- (i) The existence of this Agreement has unreasonably restricted the District in carrying out its statutory duties; or
- (ii) The existence of this Agreement has unreasonably restricted the operation of the District due to the action of one or both of the municipalities in unreasonably restricting the development of areas when the District has delineated such areas for expansion of the District's sewer system in its long range plans, if those long range plans, when adopted, are consistent with the adopted comprehensive plan of the municipality, and expended public funds for such expansion. "Unreasonable restriction" shall mean that the municipality has, through action or inaction over an extended period of time, adopted a policy in fact or through its course of action which presents or substantially hinders construction in areas outside the corporate limits of the Cities. An example of an unreasonable restriction is a policy for construction outside of the corporate limits of a City which is different than the policy which affect construction in areas inside the corporate limits of the City.

Within thirty (30) days following the decision of the District to terminate the Agreement, the District shall forward to the Champaign County Board (or such successor governing body for the County) a written statement delineating its decision to terminate the Agreement and the reasons for the termination based upon the above standards. A copy of such written statement directed to the Champaign County Board shall be forwarded to each Municipality. Upon receipt of the written report from the District, the matter will be placed before the Champaign County Board for review. One or more of the Municipalities shall have the right to file written statements with the Champaign County Board evidencing its disagreement with the decision of the District and the reasons for its disagreement. The District will request that the Champaign County Board review the decision of the District within ninety (90) days following the receipt of the written report from the District and if the decision of the District is approved by a three-fourths (3/4) majority of the Champaign County Board Members then holding office, the decision of the District will be affirmed and the notice given by the District to the Municipalities will take effect at the end of the year designated for the time of termination. If the Champaign County Board does not affirmatively approve the decision of the District by a three-fourths (3/4) majority vote of the Members then holding office, the right of the District to proceed with termination shall end and this Agreement shall continue in accordance with its terms. If the District makes such a finding

and such finding is applicable to only one of the municipalities, the District shall so state in its findings. The termination shall only be effective as to the municipality to which the finding is applicable. If the termination is effective as to Savoy, this agreement shall continue in force and effect as to Champaign and Urbana.

(d) In the event of the termination of this Agreement by the District, or by the Municipalities, the Agreement Re Boneyard Drainage District, being executed concurrently herewith, shall automatically terminate and the provisions regarding termination as contained in the Agreement Re Boneyard Drainage District shall apply. If the termination is effective as to either Champaign or Urbana, the assignment agreement with respect to the Boneyard between the Cities and the District shall remain in effect with respect to the non-terminated municipality. The District shall reassume any contractual responsibilities of the terminated City under the Agreement Re Boneyard Creek that the terminated municipality had in relation to the maintenance of the Boneyard Creek and payment of the Saline Branch Drainage District assessment.

(e) If a court of competent jurisdiction declares such assignment referred to in this Section 8 or any other provision of this Agreement to be invalid or otherwise unenforceable in whole or in part, the obligations of the Municipalities and the District hereunder shall forthwith cease and terminate at the

date of the exhaustion of the last appeal from such declaration of invalidity or unenforceability.

Section 9. Other Obligations of the District.

(a) The District represents to the Municipalities that it has made an exhaustive effort to review its files for the purpose of discovering any written, legally binding contractual obligations of the District with respect to the transportation of sewage by the District which exist as of the date of this Agreement which would conflict with this Agreement. Based on such effort of the District, disclosure has been made in writing to the Municipalities by the District regarding all such existing contractual obligations of the District. The Municipalities have relied on such disclosure as a material part of their decision to enter into this Agreement. Such contracts may be honored by the District.

(b) The parties agree that any contracts which presently exist, or which are created in the future with respect to the treatment of sewage, as opposed to the transportation of sewage, shall not be prohibited by virtue of this Agreement, unless such agreement has the effect of circumventing this Agreement.

Section 10. University of Illinois Sewers.

(a) Nothing contained in this Agreement shall be construed to prevent the District from providing service to any real property owned or controlled by the University of Illinois, subject to the provisions of this Section.

(b) Any sewers, whether owned or controlled by the District or the University of Illinois, shall not be used or permitted to be used by the District to directly or indirectly contravene any of the provisions of this Agreement.

(c) Should the University of Illinois sell, lease or otherwise permit any non-governmental entity to use its real property for a time period in excess of six (6) months, all provisions of this Agreement shall apply, and if the sewer connection has already been made, after the date of this Agreement, the District shall discontinue serving the property within one hundred twenty (120) days after discovery of such sale, lease or use by a non-governmental entity unless the real property so sold, leased or used is annexed to such Municipality or such real property becomes subject to an annexation or development agreement as provided for herein. The District shall notify the University and the Municipality in whose Annexation Boundary area such property lies immediately upon discovery.

Section 11. Notice. Any notices hereunder shall be considered delivered when mailed, by certified mail, postage prepaid, or delivered personally to:

District

Executive Director
Post Office Box 669
Urbana, IL 61801

Urbana

Mayor
Post Office Box 219
Urbana, IL 61801

Champaign

City Manager
102 North Neil Street
Champaign, IL 61820

Savoy

Mayor
114 West Church
Savoy, IL 61874

Section 12. Liability. The duties required to be performed hereunder shall not cause or be construed to create an independent basis for liability. When an inspection or work is to be performed hereunder by the District for the Municipality, or by the Municipality for the District, the work shall not constitute a guarantee of performance of the work inspected or completed. Damages for such threatened or alleged liability are hereby waived between the parties hereto.

URBANA-CHAMPAIGN SANITARY DISTRICT

Date: March 16, 1992

By: John J. Paff
President, Board of Trustees

Attest: [Signature]
Clerk, Board of Trustees

CITY OF CHAMPAIGN, ILLINOIS

Date: 3-31-92

By: Steve Clarke
City Manager

Attest: Marion L. Banks
City Clerk

APPROVED AS TO FORM:

Fredrick C. [Signature]
City Attorney

CITY OF URBANA, ILLINOIS

Date: 6-30-92

By: [Signature]
Mayor

Attest: Ruth S. Brookens
City Clerk

CERTIFICATE

I, Rebecca Pittman, the duly appointed, fully qualified and acting Village Clerk of the Village of Savoy, County of Champaign, State of Illinois, do hereby certify that the attached is a true and correct copy of an Agreement Concerning Sanitary Sewers executed as provided by Resolution No. R-920513A "Resolution Approving Urbana-Champaign Sanitary District Master Agreement" passed by the Village of Savoy Board of Trustees on May 13, 1992.

In witness whereof, I have here and to set my hand and affix the official seal of the Village of Savoy, County of Champaign, State of Illinois, this 10 day of June, 1992.



Rebecca Pittman
Savoy Village Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Sheila Dodd, Interim Community Development Services Director
Nick Olsen, Planner I

DATE: November 22, 2022

SUBJECT: **ZBA-2022-MAJ-07:** A request by Richard Reynolds for a major variance to allow a garage three inches from the south property line at 705 South Urbana Avenue in the R-3, Single and Two-Family Residential Zoning District.

Introduction

Richard Reynolds requests a major variance to allow a garage three inches from the south property line at 705 South Urbana Avenue in the R-3, Single and Two-Family Residential Zoning District. There is an existing, legally-nonconforming garage on the property with a roof that overhangs the south property line and a wall nine inches from property line. The applicant would like to rebuild the garage with the south wall nine inches from the south property line and a roof overhang three inches from the property line. The front of the proposed garage would be 10 feet further west relative to the existing garage.

Section VI-5 of the Urbana Zoning Ordinance allows accessory structures in the R-3 District to be located no closer than 18 inches from side and rear property lines, as measured from the closest part of the structure. Because the proposed garage roof would be three inches from the property line, a major variance is required.

At the November 16, 2022 meeting, the Zoning Board of Appeals (ZBA) considered the variance. After minimal discussion, the ZBA voted with six ayes and zero nays to recommend that City Council approve the request. City staff agree with the recommendation, finding the criteria for a variance have been met.

Background

The applicant has owned the property since 2003, and the garage has been on the property for over 70 years. The applicant has requested a variance to allow the garage to be rebuilt in what is essentially the same location as the existing, nonconforming garage on the site. The proposed garage would be larger than the existing garage to accommodate two vehicles and yard equipment. The existing garage is 18 feet wide and 20 feet long. The new garage would be 22 feet wide and 28 feet long. The existing garage wall is nine inches from the property line, and the roof overhang touches the property line. The proposed garage would also be nine inches from the property line, and the roof overhang would be three inches from the property line. The Zoning Ordinance requires that accessory structures be no closer than 18 inches to the property line, so a variance is required.

Description of Site and Area

The property at 705 South Urbana Avenue is 10,436 square feet in area, and is located in Historic East Urbana, east of Vine Street and south of Oregon Street. The property is bordered by single-family homes to the north, south, and east, and a duplex to the west. All adjacent properties are also zoned R-3, Single and Two-Family Residential.

The following table identifies the current zoning and the existing and future land uses of the subject property and surrounding properties (see Exhibits A and B).

Table 1. Zoning and Land Use

Location	Zoning	Existing Land Use
Site	R-3, Single and Two-Family Residential	Single-Family Home
North	R-3, Single and Two-Family Residential	Single-Family Home
South	R-3, Single and Two-Family Residential	Single-Family Home
East	R-3, Single and Two-Family Residential	Single-Family Home
West	R-3, Single and Two-Family Residential	Duplex

Discussion

The applicant requests a variance to build a garage with an overhang three inches from the side property line and a wall nine inches from the property line, approximately the same distance as the existing garage on the property. The front of the proposed garage would be built 10 feet to the west of the current garage's front to allow room to increase the garage and driveway widths while maintaining access between the back yard and side yard (Exhibit C).

The applicant states that due to the existing driveway configuration and the existence of a stairway and window well connected to the home just north of the driveway, complying with current yard requirements for a new garage would add additional expense to expand the driveway and would make using the driveway more difficult. As proposed, the north wall of the garage would approximately align with bottom of the stairway, whereas complying with current yard requirements would result in a driveway that would require maneuvering around the stairway and window well to get to the garage.

The existing garage is 18 feet wide and 20 feet long, whereas the proposed garage would be 22 feet wide and 28 feet long, making the new garage 616 square feet. For lots in the R-3 district with single-family homes under 1500 square feet, a combined total of 750 square feet for accessory structures is permitted. Combined with the existing 128 square foot shed, the accessory structure total area would be 744 square feet and would comply with the Zoning Ordinance.

A neighboring garage to the north appears to be built on or very near the property line, as do several other garages in the historic neighborhood, where many structures predate current zoning regulations. As proposed, the new garage would border the neighbor to the south's garage and side yard fence.

Variance Criteria

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

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

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

The driveway on the lot is aligned with the position of existing garage. Directly north of the driveway, there are stairs and a window well, which are connected to the home on the property. While the new garage would be four feet wider than the existing garage, as proposed, its north wall would approximately align with the southern edge of the stairs and window well. Were the new garage to comply with current yard requirements, its southern wall would need to be placed 15 inches further north, which would put its northern wall north of the stairs and window well. The applicant states that this would add cost to the driveway expansion and make accessing the garage more difficult, as a vehicle would have to maneuver around the stairs and window well to get to the garage. Staff find that the applicant has demonstrated evidence in support of this argument (Exhibit D).

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

The existing garage and driveway have been on the property for over 70 years, well before the applicant purchased it. The new garage's wall would be built the same distance from the south property line as the existing garage. The presence of a window well and stairway directly north of the existing driveway creates a practical difficulty in regards to placing the new garage further north than has been proposed. Staff find that the situation was not knowingly or deliberately created by the applicant.

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

The proposed garage will not alter the essential character of the neighborhood, as there has been an existing garage with an overhang on the property line for over 70 years. Historic East Urbana is home to many older structures that predate current zoning regulations, including several garages along the same block of Urbana Avenue that are built on or very near a property line.

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

The existing garage is nine inches from the south property line and the roof overhangs the property line. The proposed garage would have a wall nine inches from the property line and a roof overhang three inches from the property line. The garage would be built from non-combustible materials, and would be unlikely to cause any nuisance to the adjacent property relative to the existing garage. In addition, the property owner to the south has provided a letter of support for the requested variance (Exhibit F).

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

The variance represents generally the minimum deviation from Zoning Ordinance requirements, as the garage would be rebuilt as far from the south property line as possible without having to alter the angle of the existing access drive.

Zoning Board of Appeals

On November 16, 2022, the ZBA considered the variance request. The applicant answered a question about a shared alley to the west of his property, clarifying that he does not use it to access his garage, which is accessed off Urbana Avenue to the east. With no further discussion, ZBA voted with six ayes and zero nays to forward the case to City Council with a recommendation to APPROVE the request, with the condition that the garage will generally conform to the submitted plan, shown in Exhibit C. No members of the public spoke at the meeting.

Summary of Findings

1. Richard Reynolds requests a major variance to allow a garage to be rebuilt three inches from the south property line at 705 South Urbana Avenue in the R-3, Single and Two-Family Residential Zoning District.
2. The variance will not serve as a special privilege to the property owner, as the existing lot configuration creates a practical difficulty in rebuilding the garage 18 inches from the side property line.
3. The variance was not the result of a situation knowingly created by the applicant, as the lot configuration predates the current owner's purchase of the property.
4. The variance will not alter the essential character of the neighborhood, as the garage will be rebuilt approximately the same distance from the property line, and many other garages in the neighborhood are built on or very near the property line.
5. The variance will not cause a nuisance to adjacent property owners, as the garage will be rebuilt no closer to the property line than the existing garage.
6. The variance represents generally the minimum deviation necessary from the requirements of the Zoning Ordinance, as the garage will be rebuilt as far from the south property line as possible without altering the angle of the access drive.

Public Input

Staff published a legal ad in *The News-Gazette* to notify the public of the request and public hearing 15 days prior to the ZBA meeting. Staff also sent letters to 54 neighboring property owners notifying them of the request, and posted a public hearing sign on the property. Staff received two letters of support from neighboring property owners, including the owner of the property nearest to the proposed garage.

Options

The City Council has the following options in Case No. ZBA-2022-MAJ-07:

1. Approve the Ordinance; or
2. Approve the Ordinance with certain terms and conditions; or
3. Deny the Ordinance; or

Recommendation

On November 16, 2022, the Zoning Board of Appeals voted unanimously to recommend **APPROVAL** of the requested major variance to City Council with the following condition:

1. That the garage generally conforms to the site plan in Exhibit C.

Staff concur with the ZBA recommendation. Attachments:

Exhibit A: Location Map
 Exhibit B: Zoning Map
 Exhibit C: Garage Site Plan
 Exhibit D: Site Photos
 Exhibit E: Variance Application
 Exhibit F: Public Input
 Exhibit G: Draft 11/16/2022 ZBA Meeting Minutes

cc: Richard Reynolds, Property Owner/Applicant

ORDINANCE NO. _____**AN ORDINANCE APPROVING A MAJOR VARIANCE****(Garage Variance at 705 South Urbana Avenue / ZBA Case No. 2022-MAJ-07)**

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

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

WHEREAS, Richard Reynolds, owner of 705 South Urbana Avenue, has submitted a petition for a major variance to allow a garage 3 inches from the property line; and

WHEREAS, the Zoning Board of Appeals held a public hearing on such petition at 7:00 p.m. on November 16, 2022, in ZBA Case No. 2022-MAJ-07; and

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

WHEREAS, the Zoning Board of Appeals voted six (6) ayes and zero (0) nays to forward the case to the Urbana City Council with a recommendation to approve the requested variance, conditional on general conformance with the attached site plan; and

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

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

1. Richard Reynolds requests a major variance to allow a garage to be rebuilt 3 inches from the south property line at 705 South Urbana Avenue in the R-3, Single and Two-Family Residential zoning district.
2. The variance will not serve as a special privilege to the property owner, as the existing lot configuration creates a practical difficulty in rebuilding the garage 18 inches from the side property line.
3. The variance was not the result of a situation knowingly created by the applicant, as the lot configuration predates the current owner's purchase of the property.
4. The variance will not alter the essential character of the neighborhood, as the garage will be rebuilt approximately the same distance from the property line, and many other garages in the neighborhood are built on or very near the property line.
5. The variance will not cause a nuisance to adjacent property owners, as the garage will be rebuilt no closer to the property line than the existing garage.
6. The variance represents generally the minimum deviation necessary from the requirements of the Zoning Ordinance, as the garage will be rebuilt as far from the south property line as possible without altering the angle of the access drive.

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

Section 1.

In ZBA Case No. 2022-MAJ-07, the major variance requested by Richard Reynolds to allow a garage three inches from the property line at 705 South Urbana Avenue, is hereby approved in the manner proposed in the application. The major variance described above shall only apply to the property located at 705 South Urbana Avenue, more particularly described as follows:

Tract 1:

The South 60 feet of the West 60 feet of the East 150 feet of Outlot 8 of George G. Webber's Addition of Outlots to Urbana, as per plat recorded in Book "A" at page 108, in Champaign County, Illinois.

Tract 2:

The South 60 feet of the West 54 feet of the East 204 feet of Outlot 8 of George G. Webber's Addition of Outlots to Urbana, as per plat recorded in Book "A" at page

108, in Champaign County, Illinois.

Tract 3:

Lot 3 of Davidson Replat in the City of Urbana, being a Replat of West 60 feet of Outlot 8 of George G. Webber's Addition of Outlots to Urbana, as per plat recorded in Book "E" at page 261, in Champaign County, Illinois.

P.I.N.: 92-21-17-284-036

Commonly known as 705 South Urbana Avenue, Urbana, Illinois

Section 2.

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. Upon approval of this Ordinance, the City Clerk is directed to record a certified copy with the Champaign County Office of the Recorder of Deeds and transmit one copy of the recorded Ordinance to the petitioner.

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

PASSED BY THE CITY COUNCIL this ____ day of _____, 2022.

AYES:

NAYS:

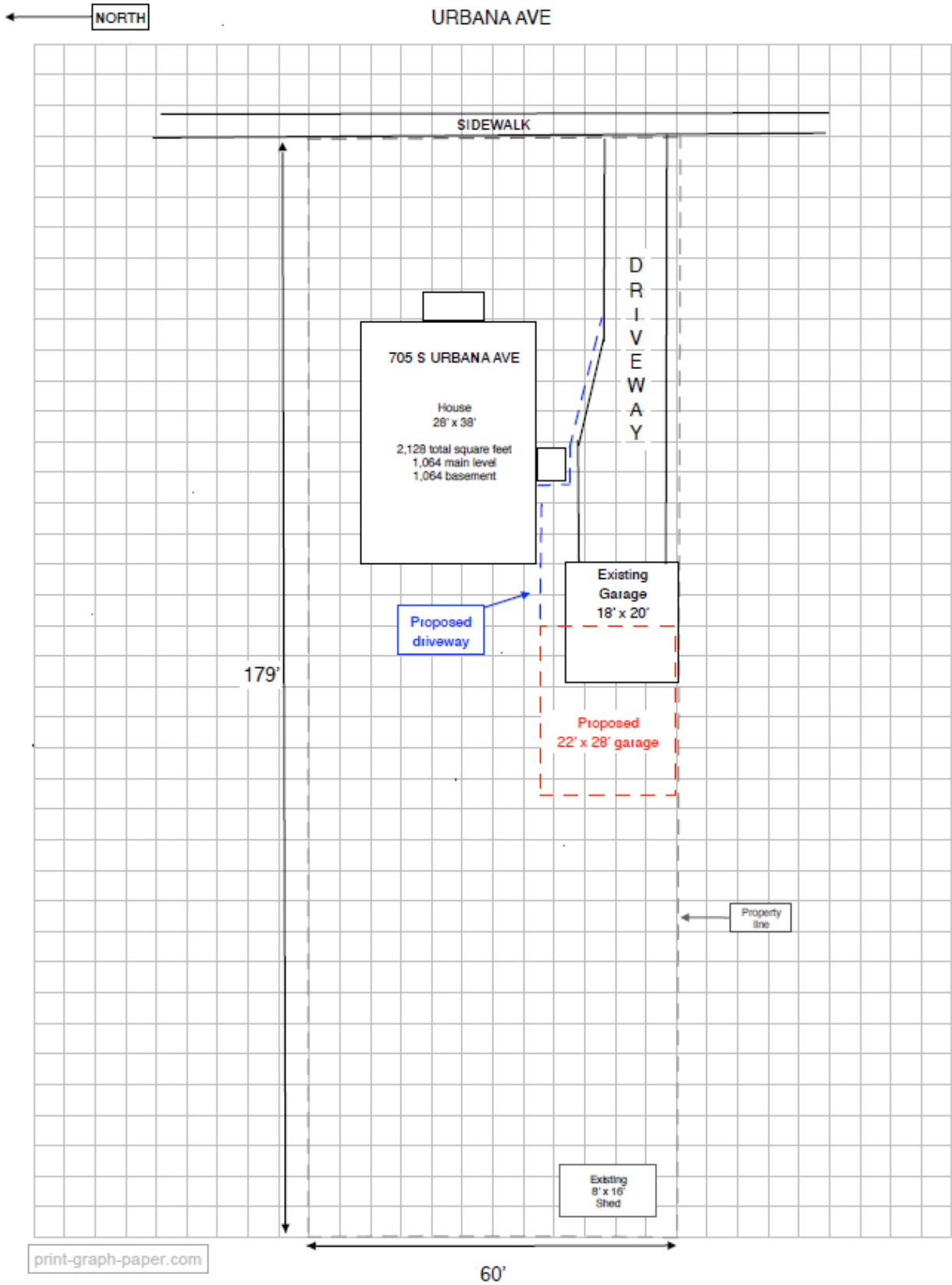
ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2022.

Diane Wolfe Marlin, Mayor

Attachment A: Site Plan





DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Urbana Zoning Board of Appeals

FROM: Nick Olsen, Planner I

DATE: November 11, 2022

SUBJECT: ZBA-2022-MAJ-07: A request by Richard Reynolds for a major variance to allow a garage 3 inches from the south property line at 705 South Urbana Avenue in the R-3, Single and Two-Family Residential Zoning District.

Introduction

Richard Reynolds requests a major variance to allow a garage 3 inches from the south property line at 705 South Urbana Avenue in the R-3, Single and Two-Family Residential Zoning District. There is an existing, legally nonconforming garage on the property with a roof that overhangs the south property line and a wall nine inches from property line. The applicant would like to rebuild the garage with the south wall nine inches from the south property line, and a roof overhang three inches from the property line. The front of the proposed garage would be 10 feet further west relative to the existing garage.

Section VI-5 of the Urbana Zoning Ordinance allows accessory structures in the R-3 District to be located no closer than 18 inches from side and rear property lines, as measured from the closest part of the structure. Because the proposed garage roof would be three inches from the property line, a major variance is required.

The Zoning Board of Appeals must review the variance application and hold a public hearing. The Board may recommend approval, approval with conditions, or denial to City Council. Staff find the variance criteria to be met and recommend the Zoning Board of Appeals make a recommendation to City Council to approve the variance request.

Background

The applicant has owned the property since 2003, and the garage has been on the property for over 70 years. The applicant has requested a variance to allow his garage to be rebuilt in what is essentially the same location as the existing, nonconforming garage on the site. The proposed garage would be larger than the existing garage to accommodate two vehicles and yard equipment. The existing garage is 18 feet wide and 20 feet long. The new garage would be 22 feet wide and 28 feet long. The existing garage wall is nine inches from the property line, and the roof overhang touches the property line. The proposed garage would also be nine inches from the property line, and the roof overhang would be three inches from the property line. The Zoning Ordinance requires that accessory structures be no closer than 18 inches to the property line, so a variance is required.

Description of Site and Area

705 South Urbana Avenue is 10,436 square feet in area, and is located in Historic East Urbana, east of Vine Street and south of Oregon Street. The property is bordered by single-family homes to the north, south, and east, and a duplex to the west. All adjacent properties are also zoned R-3, Single and Two-Family Residential.

The following table identifies the current zoning and the existing and future land uses of the subject property and surrounding properties (see Exhibits A and B).

Table 1. Zoning and Land Use

Location	Zoning	Existing Land Use
Site	R-3, Single and Two-Family Residential	Single-Family Home
North	R-3, Single and Two-Family Residential	Single-Family Home
South	R-3, Single and Two-Family Residential	Single-Family Home
East	R-3, Single and Two-Family Residential	Single-Family Home
West	R-3, Single and Two-Family Residential	Duplex

Discussion

The applicant requests a variance to build a garage with an overhang three inches from the side property line, and a wall nine inches from the property line, approximately the same distance as the existing garage on the property. The front of the proposed garage would be built 10 feet to the west of the current garage's front to allow room to increase the garage and driveway widths while maintaining access between the back yard and side yard (Exhibit C).

The applicant states that due to the existing driveway configuration and the existence of a stairway and window well connected to the home just north of the driveway, complying with current yard requirements for a new garage would add additional expense to expand the driveway and would make using the driveway more difficult. As proposed, the north wall of the garage would approximately align with bottom of the stairway, whereas complying with current yard requirements would result in a driveway that would require maneuvering around the stairway and window well to get to the garage.

The existing garage is 18 feet wide and 20 feet long, whereas the proposed garage would be 22 feet wide and 28 feet long, making the new garage 616 square feet. For lots in the R-3 district with single-family homes under 1500 square feet, a combined total of 750 square feet for accessory structures is permitted. Combined with the existing 128 square foot shed, the accessory structure total area would be 744 square feet and would comply with the Zoning Ordinance.

A neighboring garage to the north appears to be built on or very near the property line, as do several other garages in the historic neighborhood, where many structures predate current zoning regulations. As proposed, the new garage would border the neighbor to the south's garage and side yard fence.

Variance Criteria

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

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

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

The driveway on the lot is aligned with the position of existing garage. Directly north of the driveway, there are stairs and a window well, which are connected to the home on the property. While the new garage would be four feet wider than the existing garage, as proposed, its north wall would approximately align with the southern edge of the stairs and window well. Were the new garage to comply with current yard requirements, its southern wall would need to be placed 15 inches further north, which would put its northern wall north of the stairs and window well. The applicant states that this would add cost to the driveway expansion and make accessing the garage more difficult, as a vehicle would have to maneuver around the stairs and window well to get to the garage. Staff find that the applicant has demonstrated evidence in support of this argument (Exhibit D).

2. *The variances requested were not the result of a situation or condition having been knowingly or deliberately created by the Petitioner.*

The existing garage and driveway have been on the property for over 70 years, well before the applicant purchased it. The new garage's wall would be built the same distance from the south property line as the existing garage. The presence of a window well and stairway directly north of the existing driveway creates a practical difficulty in regards to placing the new garage further north than has been proposed. Staff find that the situation was not knowingly or deliberately created by the applicant.

3. *The variances will not alter the essential character of the neighborhood.*

The proposed garage will not alter the essential character of the neighborhood, as there has been an existing garage with an overhang on the property line for over 70 years. Historic East Urbana is home to many older structures that predate current zoning regulations, including several garages along the same block of Urbana Avenue that are built on or very near a property line.

4. *The variances will not cause a nuisance to the adjacent property.*

The existing garage is nine inches from the south property line and the roof overhangs the property line. The proposed garage would have a wall nine inches from the property line and a roof overhang three inches from the property line. The garage would be built from non-combustible materials, and would be unlikely to cause any nuisance to the adjacent property relative to the existing garage. In addition, the property owner to the south has provided a letter of support for the requested variance (Exhibit F).

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

The variance represents generally the minimum deviation from Zoning Ordinance requirements, as the garage would be rebuilt as far from the south property line as possible without having to alter the angle of the existing access drive.

Summary of Findings

1. Richard Reynolds requests a major variance to allow a garage to be rebuilt 3 inches from the south property line at 705 South Urbana Avenue in the R-3, Single and Two-Family Residential zoning district.
2. The variance will not serve as a special privilege to the property owner, as the existing lot configuration creates a practical difficulty in rebuilding the garage 18 inches from the side property line.
3. The variance was not the result of a situation knowingly created by the applicant, as the lot configuration predates the current owner's purchase of the property.
4. The variance will not alter the essential character of the neighborhood, as the garage will be rebuilt approximately the same distance from the property line, and many other garages in the neighborhood are built on or very near the property line.
5. The variance will not cause a nuisance to adjacent property owners, as the garage will be rebuilt no closer to the property line than the existing garage.
6. The variance represents generally the minimum deviation necessary from the requirements of the Zoning Ordinance, as the garage will be rebuilt as far from the south property line as possible without altering the angle of the access drive.

Options

The Zoning Board of Appeals has the following options in Case No. ZBA-2021-MAJ-01:

1. Forward the case to City Council with a recommendation to **approve** the variance as requested based on the findings outlined in this memo; or
2. Forward the case to City Council with a recommendation to **approve the variance with certain terms and conditions**. If the Urbana Zoning Board of Appeals elects to recommend conditions or recommend approval of the variance on findings other than those articulated herein, they should articulate findings accordingly; or
3. **Deny** the variance request; or

Recommendation

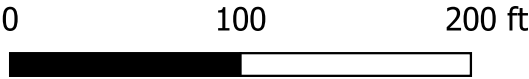
Based on the evidence presented in the discussion above, and without the benefit of considering additional evidence that may be presented at the public hearing, staff recommends that the Zoning Board of Appeals recommend **APPROVAL** of the proposed Major Variance in case ZBA-2022-MAJ-07 to the Urbana City Council.

Attachments: Exhibit A: Location Map
Exhibit B: Zoning Map
Exhibit C: Garage Site Plan
Exhibit D: Site Photos
Exhibit E: Variance Application
Exhibit F: Public Input

cc: Richard Reynolds, Property Owner/Applicant

Exhibit A: Location Map

Item J1.



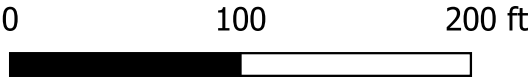
Case: ZBA-2022-MAJ-07
Subject: Garage Major Variance
Location: 705 South Urbana Avenue
Applicant: Richard Reynolds



 Subject Property

Exhibit B: Zoning Map

Item J1.



Case: ZBA-2022-MAJ-07
Subject: Garage Major Variance
Location: 705 South Urbana Avenue
Applicant: Richard Reynolds

- B-3
- R-3
- SUBJECT PROPERTY

NORTH

URBANA AVE

Exhibit C: Site Plan

Item J1.

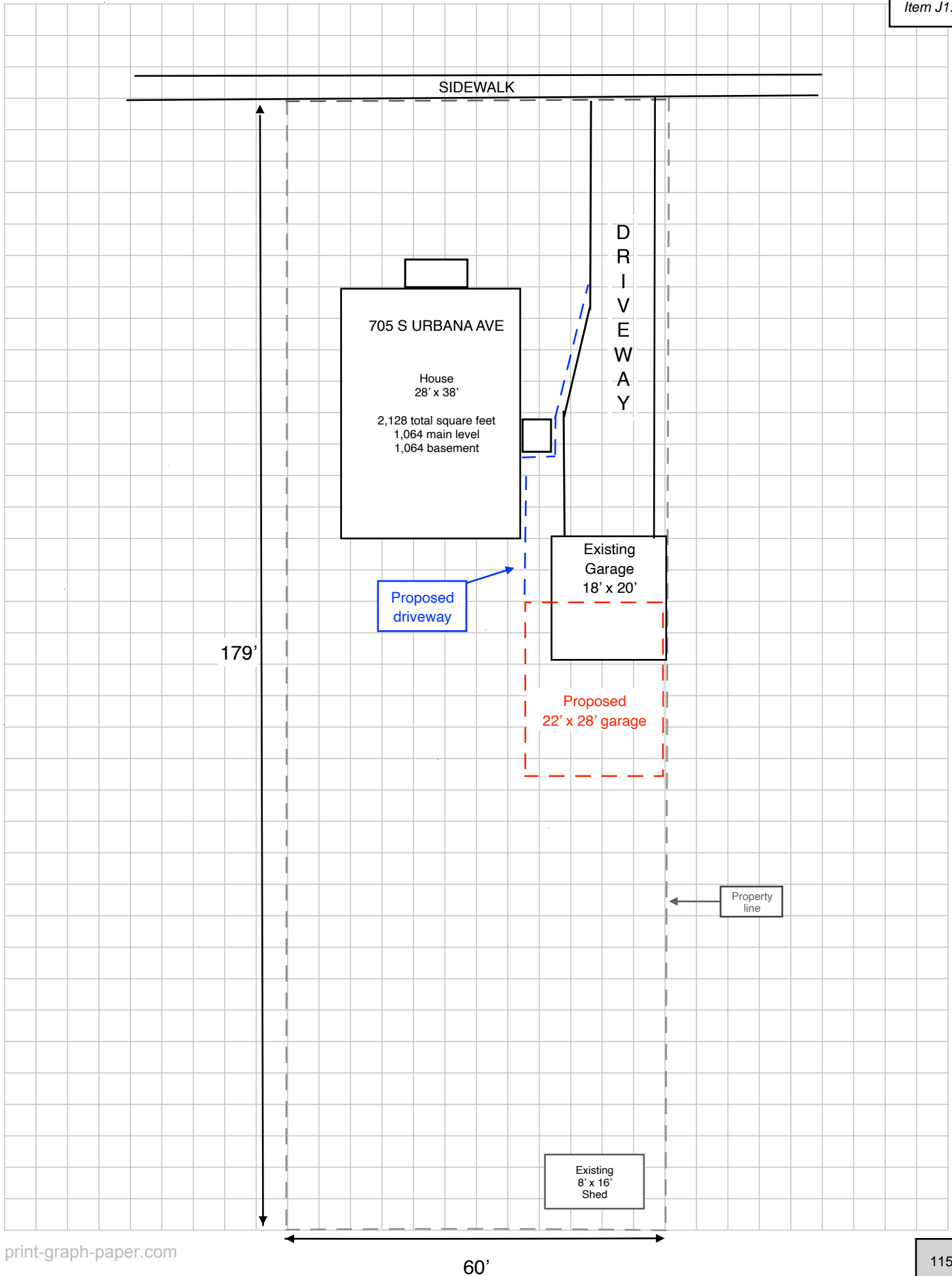


Exhibit D: Site Photo



**Location of garage
NE corner with 18"
setback**

**Location of garage
NE corner with
proposed setback**



Application for Variance

ZONING BOARD OF APPEALS

The application fee must accompany the application when submitted for processing. Please refer to the City's website at <http://www.urbanainllinois.us/fees> for the current fee associated with this application. **The Applicant is also responsible for paying the cost of legal publication fees.** Estimated costs for these fees usually run between \$75.00 and \$225.00. The applicant will be billed separately by the News-Gazette.

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Date Request Filed 09-20-2022 ZBA Case No. ZBA-2022-MAJ-07
Fee Paid - Check No. 1730 Amount \$200.00 Date 09-21-2022

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

A VARIATION is requested in conformity with the powers vested in the Zoning Board of Appeals to permit the following variation (*Describe the extent of the Variation Requested*)

A variance from the 18" setback to place a new garage the same proximity to the property line as the existing garage _____ on the property described below, and in conformity with the plans described on this variance request.

1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): Richard E Reynolds Phone: 217-530-2602
Address (street/city/state/zip code): 705 S Urbana Ave, Urbana IL 61801
Email Address: dickyr85@hotmail.com
Property interest of Applicant(s) (Owner, Contract Buyer, etc.): Property Owner

2. OWNER INFORMATION

Name of Owner(s): Richard E Reynolds Phone: 217-530-2602
Address (street/city/state/zip code): 705 S Urbana Ave, Urbana IL 61801
Email Address: dickyr85@hotmail.com
Is this property owned by a Land Trust? ☐ Yes ☒ No
If yes, please attach a list of all individuals holding an interest in said Trust.

3. PROPERTY INFORMATION

Location of Subject Site: 705 S Urbana Ave, Urbana IL 61801
PIN # of Location: 92-21-17-284-036
Lot Size: 60' x 174'

Current Zoning Designation: R-3

Current Land Use (*vacant, residence, grocery, factory, etc*): Residence

Proposed Land Use: Residence

Legal Description (*If additional space is needed, please submit on separate sheet of paper*):

See attached Warranty Deed

4. CONSULTANT INFORMATION

Name of Architect(s):

Phone:

Address (*street/city/state/zip code*):

Email Address:

Name of Engineers(s):

Phone:

Address (*street/city/state/zip code*):

Email Address:

Name of Surveyor(s):

Phone:

Address (*street/city/state/zip code*):

Email Address:

Name of Professional Site Planner(s):

Phone:

Address (*street/city/state/zip code*):

Email Address:

Name of Attorney(s): Ruth Wyman

Phone: 217-239-1544

Address (*street/city/state/zip code*): 202 S Broadway Ave, Suite 207, Urbana IL 61801

Email Address: ruth@ruthwymanlaw.com

5. REASONS FOR VARIATION

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

I would like to build a new two car garage the same distance from the property line as the existing two car garage. When my neighborhood was planned and developed, garages were placed on or very close to the property line, To comply with todays setback requirements would add substantial cost Because the existing driveway would not line up with the garage doors if the garage is placed 18" to the north

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

I'm not asking for anything that isn't applicable to other properties. In my neighborhood most garages are on or very close to the property line. Last year 702 S Vine placed a garage on the property line. I contacted the building inspector because the garage partially impedes an easement and was told "it's fine because it's basically sitting on the old foundation". If my neighbor can be on the property line, then my request to do the same should be acceptable.

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

My home and garage and the neighboring home and garage were built before I was born. It's not possible for me to have contributed to a situation that took place nearly 20 years before my birth

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

The variance will not alter the character of the neighborhood. My request is in keeping with the original site layout.

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

The new garage would be the same distance from the property line as the existing garage. The proposed new garage will be non combustible. Steel frame, steel roofing and steel siding.

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

The existing garage wall is 9" in from the property line and the roof overhang is on the property line. I would like to build the new garage the same distance from the property line as the existing garage. I want to set the front of the new garage back approximately 10'

NOTE: If additional space is needed to accurately answer any question, please attach extra pages to the application.

By submitting this application, you are granting permission for City staff to post on the property a temporary yard sign announcing the public hearing to be held for your request.

CERTIFICATION BY THE APPLICANT

I certify all the information contained in this application form or any attachment(s), document(s) or plan(s) submitted herewith are true to the best of my knowledge and belief, and that I am either the property owner or authorized to make this application on the owner's behalf.


Applicant's Signature

9-20-22
Date

PLEASE RETURN THIS FORM ONCE COMPLETED TO:

City of Urbana
Community Development Department Services
Planning Division
400 South Vine Street, Urbana, IL 61801
Phone: (217) 384-2440
Fax: (217) 384-2367

Exhibit F

Case No. 2022-MAJ-07
Reynolds Garage Major Variance
Zoning Board of Appeals November 16, 2022
Combined Public Input

Olsen, Nicholas

From: Richard Reynolds <dickyr85@hotmail.com>
Sent: Tuesday, October 25, 2022 1:44 PM
To: Olsen, Nicholas
Subject: Fwd: Proposed Garage at 705 S Urbana Ave
Attachments: Bone Tax Bill.pdf

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

Use caution when clicking on links or opening attachments.

Nick,

See email below from the owner of 707 S Urbana Ave stating she is fine with the south wall of the new garage being the same distance from the property line as the existing garage.

Begin forwarded message:

From: Pam Bone [REDACTED]
Subject: Re: Proposed Garage at 705 S Urbana Ave
Date: October 25, 2022 at 1:24:53 PM CDT
To: Richard Reynolds <dickyr85@hotmail.com>

It's Ok with me if you put the south side of the new garage where the old garage is. As long as the fences stay the same. Pam

Sent from my iPad

On Oct 24, 2022, at 11:51 AM, Richard Reynolds <dickyr85@hotmail.com> wrote:

Pam,

As discussed I would like to remove the existing garage and install a new garage. What I have proposed to the City Of Urbana is to build the south wall the same distance inside my property line as the existing garage. The front of the new garage would be moved west approximately 10' as shown in the attached site plan.

The city planner suggested I reach out to you for comment.

If you have any concerns please reply and let me know. If you are ok with the proposed site plan please respond to let me know that as well.

Thank you

Richard Reynolds
705 S Urbana Ave
Urbana, IL 61801
217-530-2602
<print-graph-paper.com copy.pdf>

Olsen, Nicholas

From: [REDACTED]
Sent: Friday, November 4, 2022 10:48 AM
To: [REDACTED] Olsen, Nicholas
Subject: Major Variance Application No. ZBA-2022-MAJ-07

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

Use caution when clicking on links or opening attachments.

Dear Sirs / Ma'ams,

I am contacting you in regards to the notice I received this morning for Major Variance Application No. ZBA-2022-MAJ-07.

I own three properties behind the subject property, on South Vine Street in Urbana, and I share the private alley that Mr. Reynolds uses to access his back parking area. It's a good feeling to know that my neighbor is confident enough in the future of West Urbana and in the value of our properties here that he is willing to double down and invest tens of thousands of dollars in replacing a dilapidated accessory structure on his property.

Given how narrow our lots here are, and the shared, narrow, and private nature of our alley, I cannot see any good reason not to grant this variance to allow Mr. Reynolds to replace his garage where it currently sits.

Thank you for your time and consideration.

Sincerely,

Phil Fiscella
[REDACTED]

MINUTES OF A REGULAR MEETING

URBANA ZONING BOARD OF APPEALS

DATE: November 16, 2022

DRAFT

TIME: 7:00 p.m.

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

MEMBERS ATTENDING: Joanne Chester, Ashlee McLaughlin, Adam Rusch, Nancy Uchtmann, Charles Warmbrunn, Harvey Welch

MEMBERS EXCUSED: Matt Cho

STAFF PRESENT: Nick Olsen, Planner I; Lily Wilcock, Planner II; UPTV Camera Operator

OTHERS PRESENT: Richard Reynolds

1. CALL TO ORDER, ROLL CALL AND DECLARATION OF QUORUM

Chair Welch called the meeting to order around 7:05 p.m. Roll call was taken, and he declared a quorum of the members present.

2. CHANGES TO THE AGENDA

There were none.

3. APPROVAL OF THE MINUTES

The minutes from the October 19, 2022 regular meeting were presented for approval. Ms. McLaughlin moved that the Zoning Board of Appeals approve the minutes as written. Ms. Uchtmann seconded the motion. The minutes were approved as written by unanimous voice vote.

4. COMMUNICATIONS

There were none.

5. CONTINUED PUBLIC HEARINGS

There were none.

6. NEW PUBLIC HEARINGS

ZBA-2022-MAJ-07 – A request by Richard Reynolds for a major variance to allow a garage 3 inches from the south property line at 705 South Urbana Avenue, in the R-3, Single and Two-Family Residential Zoning District.

Chair Welch opened the public hearing for Case No. ZBA-2022-MAJ-07. Nick Olsen, Planner I, presented the staff report to the Zoning Board of Appeals. He began by stating the purpose for the proposed major variance and giving details of the existing garage. He noted that he received two letters of communication in support of the proposed variance, which are included in the staff memo emailed prior to the meeting date. He showed location and zoning maps of the subject property and noted the zoning of the proposed property and of the adjacent properties. He showed the site plan stating that the proposed garage would be located about 10 feet from the front of the existing garage. He discussed how the proposed garage would align with an existing stairway and window well attached to the house. He summarized how the proposed variance relates to the variance criteria in Section XI-3 of the Urbana Zoning Ordinance. He read the options of the Zoning Board of Appeals and presented staff's recommendation for approval.

Mr. Olsen stated that this case would be forwarded to City Council on November 28, 2022, if recommended by the Zoning Board of Appeals. He noted that the applicant was available to answer questions.

Chair Welch asked if any members of the Board have questions for staff regarding the variance request. There were none, so he opened the hearing for input from the audience. He invited the applicant to approach the Board to speak and swore him in.

Richard Reynolds approached the Zoning Board of Appeals to answer any questions the Board members may have.

Ms. Uchtmann asked about the private alley mentioned in the email from Phil Fiscella. Mr. Reynolds stated that there is a private alley off Oregon Street (not City owned) which is shared by the residents at 303 Oregon, 702 South Vine Street, and 704 South Vine Street. He mentioned that he has only found easement language for the private alley mentioned in a survey that was done for the development of the new duplex that was constructed on Vine Street. He clarified that he does not use the alley to access his garage, which is accessed off Urbana Avenue.

With there being no further questions for the applicant and there being no other audience members, Chair Welch closed the public input portion of the hearing and opened it for discussion and/or motion(s) of the Board.

Mr. Rusch moved that the Zoning Board of Appeals forward Case No. ZBA-2022-MAJ-07 to the Urbana City Council with a recommendation for approval with the condition that it generally conforms to Exhibit C, Site Plan, of the written staff report. Ms. McLaughlin seconded the motion.

Roll call on the motion was as follows:

Ms. Chester	-	Yes	Ms. McLaughlin	-	Yes
Mr. Rusch	-	Yes	Ms. Uchtman	-	Yes
Mr. Warmbrunn	-	Yes	Mr. Welch	-	Yes

The motion was passed by unanimous vote.

7. OLD BUSINESS

There was none.

8. NEW BUSINESS

There was none.

9. AUDIENCE PARTICIPATION

There was none.

10. STAFF REPORT

There was none.


11. STUDY SESSION

There was none.

12. ADJOURNMENT OF MEETING

Chair Welch adjourned the meeting at approximately 7:21 p.m.

Respectfully submitted,



Kevin Garcia, AICP
Principal Planner and Zoning Administrator
Secretary, Urbana Zoning Board of Appeals