

**URBANA CITY COUNCIL  
MEETING OF COMMITTEE OF THE WHOLE  
AGENDA  
(Joseph Whelan, Chair)**

**DATE:** Monday, April 9, 2001

**TIME:** 7:30 P.M.

**LOCATION:** Urbana City Council Chambers  
400 South Vine Street

**AGENDA:**

1. Call to Order and Roll Call
2. Additions to the Agenda and Staff Report
3. Minutes of the Previous Meeting
4. Public Input
5. Ordinance No. 2001-04-034: An Ordinance Providing for the Refinancing by the City of Urbana, Illinois of a Residential Rental Project by the Refunding of Prior Bonds for Village Community Partners I, L.P. (The "Borrower"); Authorizing the Issuance of its \$1,700,000 Adjustable Rate Multi-Family Housing Revenue Bonds, Series 2001 (Village Community Partners I, L.P. – Prairie Green Apartments), in Connection Therewith; Authorizing the Execution and Delivery of a Loan Agreement Between the City of Urbana, Illinois and the Borrower; Authorizing the Execution and Delivery of a Trust Indenture Securing Said Bonds; and Authorizing the Execution of a Bond Purchase Agreement Providing for the Sale of Said Bonds to the Purchaser Thereof and Related Matters
6. Ordinance No. 2001-04-035: An Ordinance Amending Section 1-16 of Chapter One of the Urbana Code of Ordinances Relating to Checks Returned for Insufficient Funds
7. Ordinance No. 2001-04-036: An Ordinance Amending Chapter Fourteen of the Code of Ordinances, City of Urbana, Illinois, Regarding the Schedule of Fees (July 1, 2001 through June 30, 2002)
8. Ordinance No. 2001-03-030: An Ordinance Approving and Authorizing the Execution of an Amended and Restated Boundary Development Area Agreement (Metrozone) [Sent from March 26, 2001 Committee]
9. Ordinance No. 2001-04-037: An Ordinance Disconnecting 710 Dodson Drive, Urbana (Harold D. Wheatley and Helen L. Wheatley)

10. Ordinance No. 2001-04-038: An Ordinance Approving and Authorizing the Execution of an Agreement With Andrae's Harley-Davidson, Inc.
11. Ordinance No. 2001-04-039: An Ordinance Amending Chapter Eleven of the Code of Ordinances, City of Urbana, Illinois, Regulating Health and Sanitation (Summary Abatement)
12. Ordinance NO. 2001-04-040: An Ordinance Amending Chapter Twenty-Five of the Code of Ordinances, City of Urbana, Illinois, Regulating Vegetation
13. Closed Session
14. Adjournment

APPROVED MINUTES OF THE PREVIOUS MEETING WILL BE AVAILABLE ON THE CITY'S WEB PAGE AND AT THE OFFICE OF THE CITY CLERK APPROXIMATELY SEVEN DAYS AFTER APPROVAL.

M E M O R A N D U M

TO: Chief Administrative Officer

FROM: City Comptroller

RE: Refinancing of the Housing Revenue Bonds for Prairie Green

DATE: March 27, 2001

Brief Description of Item. In June 1994, the City of Urbana issued \$2 million in Housing Revenue Bonds for the Prairie Green Apartments Project (Village Community Partners LLP).

Because interest rates have dropped recently, the attorney for Village Green Partners have requested that the City allow Village Green to issue new bonds and use these bonds to payoff the original bonds. This will provide a lowest interest rate and thus lower future debt service payments by Village Green Partners.

The attached ordinance was prepared by the firm of Ice Miller, which is a bond counsel firm in Indianapolis. Ken Beth has examined and approved these documents.

Fiscal Impact. The City of Urbana will receive approximately \$8,000 as payment for it's part in the refinancing. There are no limits on how the City can spend this \$8,000. Like the original bonds, there is no liability whatsoever on the part of the City of Urbana for repaying of the bonds.

Recommendation. Approval of the attached ordinance.

ORDINANCE NO. 2001-04-034

AN ORDINANCE PROVIDING FOR THE REFINANCING BY THE CITY OF URBANA, ILLINOIS OF A RESIDENTIAL RENTAL PROJECT BY THE REFUNDING OF PRIOR BONDS FOR VILLAGE COMMUNITY PARTNERS I, L.P. (THE "BORROWER"); AUTHORIZING THE ISSUANCE OF ITS \$1,700,000 ADJUSTABLE RATE MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2001 (VILLAGE COMMUNITY PARTNERS I, L.P. -- PRAIRIE GREEN APARTMENTS), IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY OF URBANA, ILLINOIS AND THE BORROWER; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING SAID BONDS; AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEREOF AND RELATED MATTERS.

WHEREAS, the City of Urbana, Illinois, a home rule unit and municipality existing under the Constitution and laws of the State of Illinois (the "Issuer") is authorized and empowered by the provisions of Ordinance No. 7475-3, as amended and supplemented by Ordinance No. 8081-37 (collectively, the "Act") to issue its revenue bonds to finance the costs of any project to the end that the Issuer may be able to relieve conditions of unemployment, to maintain existing levels of employment and to encourage the increase of commerce and industry within the City of Urbana, Illinois, thereby reducing the evils attendant upon unemployment and provide for the increased welfare and prosperity of the residents of the City of Urbana; and

WHEREAS, on June 29, 1994, the Issuer issued its \$2,000,000 Adjustable Rate Multifamily Housing Revenue Bonds, Series 1994 (Village Community Partners I, L.P. -- Prairie Green Apartments) (the "Prior Bonds"); and

WHEREAS, as a result of negotiations between the Issuer and Village Community Partners I, L.P., an Indiana limited partnership (the "Borrower"), the Borrower has made arrangements, with the assistance and cooperation of the Issuer, to prepay the loan (the "Prior Loan") financed with the proceeds of the Prior

Bonds and to correspondingly refund the Prior Bonds, and the Issuer is willing to issue its revenue bonds to refund the Prior Bonds and to enter into a Loan Agreement, which includes the form of the Borrower's Note (the "Loan Agreement"), dated as of May 1, 2001, between the Issuer and the Borrower, upon terms which will produce revenues and receipts sufficient to provide for the prompt payment at maturity of the principal and interest on such revenue bonds, all as set forth in the details and provisions of the Loan Agreement hereinafter identified; and

WHEREAS, it is necessary and proper for the Issuer, for the benefit of the inhabitants within the Issuer, to authorize the refunding of the Prior Bonds and the issuance of the Issuer's Adjustable Rate Multifamily Housing Revenue Bonds, Series 2001 (Village Community Partners I, L.P. -- Prairie Green Apartments) in the aggregate principal amount not to exceed \$1,700,000 (the "Bonds"); and

WHEREAS, the Bonds will be secured by a letter of credit to be issued by the Federal Home Loan Bank of Chicago; and

WHEREAS, City Securities Corporation and U.S. Bancorp Piper Jaffray Inc. (collectively, the "Underwriter"), have indicated their willingness to purchase the Bonds; and

WHEREAS, it is necessary to authorize the execution of the Loan Agreement with respect to the Bonds, under which the payments to be paid by the Borrower to the Issuer in repayment of the loan of the proceeds of the Bonds are intended to be sufficient to pay the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, it is necessary for the Issuer to execute and deliver a Trust Indenture dated as of May 1, 2001 (the "Indenture"), between the Issuer and the Trustee, setting forth terms and conditions of, and security for, the Bonds and containing the form of the Bonds, for the benefit of holders from time to time of the Bonds, pursuant to which the Bonds will be issued; and

WHEREAS, it is necessary to authorize the sale of the Bonds and to execute a Bond Purchase Agreement (the "Purchase Contract"), among the Issuer, the Borrower and the Underwriter in connection therewith; and

WHEREAS, it is necessary to authorize the execution and delivery of an Amended and Restated Land Use Restriction Agreement dated as of May 1, 2001, by and among the Issuer, the Trustee and the Borrower (the "Regulatory Agreement"); and

WHEREAS, an Official Statement (the "Official Statement") has been prepared and presented to this meeting; and

WHEREAS, the Issuer has caused to be prepared and presented to this meeting the following documents, which the Issuer proposes to enter into:

1. The Loan Agreement;
2. The Indenture;
3. The Purchase Contract; and
4. The Regulatory Agreement; and

WHEREAS, the Mayor and City Council of the Issuer held a Public Hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, on April 16, 2001;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the form, terms and provisions of the proposed Loan Agreement and Indenture be, and they hereby are, in all respects approved, and that the Mayor and the City Clerk of the Issuer be, and they are hereby authorized, empowered and directed to execute and deliver such instruments in the name and on behalf of the Issuer, to cause the Loan Agreement to be delivered to the Borrower and to cause the

Indenture to be delivered to the Trustee; that the Indenture shall constitute a lien for the security of the Bonds upon all right, title and interest of the Issuer in and to the Loan Agreement (except for certain rights of the Issuer to indemnification and payment of expenses) and in and to the payments, revenues and receipts payable to the Issuer pursuant thereto, and said revenues are hereby and in the Indenture pledged for such purpose; that the Loan Agreement and the Indenture are to be in substantially the respective forms submitted to this meeting and hereby approved, with such changes therein as shall be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Loan Agreement and the Indenture as hereby approved; and that from and after the execution and delivery of such instruments, the officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such instrument as executed.

Section 2. That the forms, terms and provisions of the proposed Purchase Contract and Regulatory Agreement, copies of which are before this meeting, be, and they hereby are, in all respects approved, and that the Mayor and the City Clerk of the Issuer be, and they hereby are, authorized, empowered and directed to execute and deliver the Purchase Contract and the Regulatory Agreement in the name and on behalf of the Issuer and thereupon to cause the Purchase Contract and the Regulatory Agreement to be delivered to the other parties thereto; that the Purchase Contract and the Regulatory Agreement are to be in substantially the forms thereof submitted to this meeting and hereby approved, with such changes therein as shall be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of such instruments as hereby approved; and that from and after the execution and delivery of such instruments, the



officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things necessary to carry out and comply with the provisions of such instruments as executed.

Section 3. That the issuance of the Bonds in the aggregate principal amount not to exceed \$1,700,000 maturing on or before [**December 1, \_\_\_\_**], and bearing interest at the rates per annum set forth in the Indenture is hereby authorized and approved; that the Bonds shall initially bear interest at a variable interest rate, such rate not to exceed 6.50%, is hereby authorized and approved, and the Mayor and the City Clerk of the Issuer be and are hereby authorized, empowered and directed to cause to be prepared the Bonds in the form and having the other terms and provisions specified in the Indenture (as executed and delivered); that the Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of its Mayor and the manual or facsimile signature of its City Clerk and the seal of the Issuer shall be impressed or reproduced thereon, and that the Mayor or any other officer of the Issuer shall cause the Bonds, as so executed and attested, to be delivered to the Trustee for authentication and the Trustee is hereby requested to authenticate the \$1,700,000 aggregate principal amount of Bonds; and the forms of the Bonds submitted to this meeting as the same appears in the Indenture, subject to appropriate insertion and revision in order to comply with the provisions of said Indenture be, and the same hereby are, approved, and when the same shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this Ordinance in the aggregate principal amount of \$1,700,000, they shall represent the approved forms of the Bonds of the Issuer.

Section 4. That the distribution and use of the Official Statement, substantially in the form thereof submitted to this meeting by the Underwriter, are hereby authorized and approved. The Mayor is hereby authorized, empowered and directed to certify that the portions of the Official Statement under the headings

"THE ISSUER" and "LITIGATION , The Issuer" are in a form "deemed final" by the Issuer for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 5. That the sale of the Bonds to the Underwriter, upon the terms and conditions set out in the Purchase Contract, be, and is, in all respects authorized and approved.

Section 6. That from and after the execution and delivery of said documents, the proper officials, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates and make all such changes as may be necessary to carry out and comply with the provisions of said documents as executed and to further the purposes and intent of this Ordinance, including the preamble hereto.

Section 7. That all acts and doings of the officials of the Issuer which are in conformity with the purposes and intent of this Ordinance and in furtherance of the issuance and sale of the Bonds in the aggregate principal amount of \$1,700,000 and the refunding of the Prior Bonds be, and the same hereby are, in all respects, authorized, approved, ratified and confirmed.

Section 8. That approval is hereby granted for the issuance of the Bonds pursuant to Section 147(f) of the Code.

Section 9. The Bonds shall be a limited obligation of the Issuer payable solely out of the revenues and receipts to be derived from the Loan Agreement. No holder of any Bond shall ever have the right to compel any exercise of the taxing power of the Issuer to pay the Bonds or the interest or premium, if any, thereon and the Bonds shall not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provision. It shall be plainly stated on the face of each Bond that it has been issued under the provisions of the Act and that it does not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provisions.

Nothing in this Ordinance, the Loan Agreement or the Indenture shall be construed as an obligation or commitment by the Issuer to expend any of its funds other than (i) the proceeds of the sale of the Bonds, (ii) the revenues and receipts to be derived from the Loan Agreement, or (iii) any moneys arising out of the investment or reinvestment of said proceeds, revenues or moneys.

Section 10. The Bonds shall be issued in compliance with and under the authority of the provisions of the Act, this Ordinance and the Indenture.

Section 11. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 12. That all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

Section 13. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in accordance with law.

ADOPTED, this 16<sup>th</sup> day of April, 2001

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED by me this 16<sup>th</sup> day of April, 2001.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

773163.2



FINANCE DEPARTMENT  
MUNICIPAL COLLECTOR'S DIVISION  
M E M O R A N D U M

**TO:** Bruce Walden, Chief Administrative Officer  
**FROM:** Delora Siebrecht, Office Manager  
**DATE:** April 2, 2001  
**RE:** Returned Check Ordinance

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Brief Description of the item

The section authorizing a service charge for a returned check, and the amount of the service charge, is located in the General Provisions chapter of our Municipal Code. The attached amending ordinance moves the amount of the service charge to the Schedule of Fees.

Identification of the Issues and any approvals required

The annual review of the Schedule of Fees allows the City to keep pace with the costs of providing the services related to the fees in the schedule. Moving the returned check service charge in the schedule provides uniformity and periodic reviews of all fees.

City Council approval required.

Recommendation

Staff recommends approval of the attached ordinance moving the returned check service charge into the Schedule of Fees.

ORDINANCE NO. 2001-04-035

AN ORDINANCE AMENDING SECTION 1-16 OF CHAPTER ONE OF THE URBANA CODE OF  
ORDINANCES RELATING TO CHECKS RETURNED FOR INSUFFICIENT FUNDS

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

Section 1. The following section of the Urbana City Code is amended to  
read as indicated below:

"Sec. 1-16. Service charge for returned checks.

Any person who tenders a check or other order to the city in  
payment of or for a permit, license, fee, fine, tax or service as  
required by this Code or otherwise by law, which check or other  
order is not then paid by the depository for any reason, is  
subject to a service charge payable to the city in the amount  
noted in the Schedule of Fees."

Section 2. The fee to be charged for returned checks shall be  
added to the Schedule of Fees as (B) General, (4) Miscellaneous, (i).

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Tod Satterthwaite, Mayor



FINANCE DEPARTMENT  
MUNICIPAL COLLECTOR'S DIVISION  
M E M O R A N D U M

**TO:** Bruce Walden, Chief Administrative Officer  
**FROM:** Ronald Eldridge, Comptroller  
**DATE:** April 2, 2001  
**RE:** Annual Revision of the Fee Schedule

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Brief Description of the item

License, permit and service fees are reviewed and adjusted on an annual basis to keep pace with the cost of providing the services.

Identification of the Issues and any approvals required

Urbana City Code requires that the proposed Schedule of Fees be filed with the City Clerk at least thirty (30) days prior to final action by the City Council. During that time the Schedule of Fees is available for public inspection in the City Clerk's Office. It would be appropriate to defer action on the schedule of fee changes until the Council meeting of May 21<sup>st</sup>. At that time, I will report on any comments from the public.

Background / facts

Revenues from service charges, license and permit fees and sewer benefit tax generate approximately \$1.5 million annually. The City's financial policy is to increase these fees to maintain pace with the annually increasing costs of providing the related services. Larger fees such as liquor licenses and sewer benefit tax are adjusted annually. Smaller fees are adjusted every three to four years. The cost of providing the related services are mainly driven by the increase in salaries, since most of the service is provided in personnel time. This cost may be less than or more than the consumer price index. I estimate cost increases next year to be 4%.

Specific proposed adjustments to the 2001/2002 Schedule of Fees are:

1. A 4% increase in liquor license fees.
2. Increase the sewer tax rate by 4% from \$1.7335 to \$1.8028 per cubic foot. An average resident will pay \$47.95 a year, up from the current \$46.11. The increase will apply to the billing period beginning January 1, 2002.
3. Addition of a Low Hazard category to fire permits that is no cost.

4. The service charge for a returned check has been added to the Fee Schedule and increased from \$10.00 to \$15.00.
5. Increase the minimum amount of a Telecommunications Permit from \$110.00 to \$150.00. The increase brings this permit in line with the minimum for similar permits, such as a Special Use Permit, Rezoning or Minor Plat, all at \$150.00. The increased minimum also recognizes the actual amount of staff time spent in the issuance of a Telecommunications Permit.
6. The addition of service guarantees by the Building and Safety Division for certain building, electrical, plumbing and mechanical permits. If City staff does not meet the service guarantees, the permit is issued at no cost. The use of service guarantees is intended to attract more single-family home construction to Urbana.

All changes to the Schedule of Fees are shown by a strike out of the current fee and notation of the proposed fee. Additions to the schedule are shown in bold type.

#### Fiscal impact

Revision of the fee schedule allows the City to keep pace with the costs of providing the services related to the fees (inspection, administration and sewer.) If these fees are not periodically increased for inflation, the City will be forced to increase property taxes or other revenue sources.

#### Recommendation

Staff recommends approval of the attached ordinance adopting the 2001/2002 Schedule of Fees.

#### *Attachments*

Prepared by: \_\_\_\_\_  
Delora N. Siebrecht, Office Manager  
Finance Department



ORDINANCE NO. 2001-04-036

AN ORDINANCE AMENDING CHAPTER FOURTEEN OF THE CODE OF ORDINANCES, CITY OF URBANA, ILLINOIS REGARDING THE SCHEDULE OF FEES  
(July 1, 2001 through June 30, 2002)

WHEREAS, the Schedule of Fees herein adopted having been on file with the City Clerk for at least thirty (30) days prior to this date, and having been made available to the public and mailed to each Council member and having given notice of the availability of the proposed Schedule of Fees for inspection by publication of a notice of such in a newspaper of general circulation in the City at least fourteen (14) days prior to this date,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the attached "Schedule of Fees - Effective 7/1/01" is hereby approved and shall remain in effect until a new schedule is approved pursuant to the procedures adopted in Ordinance No. 1999-01-003.

Section 2. The Schedule of Fees approved herein shall be effective on July 1, 2001.

Section 3. All ordinances, resolutions, motions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 4. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

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

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

AYES:

NAYS:

PRESENT:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Tod Satterthwaite, Mayor

**SCHEDULE OF FEES - EFFECTIVE JULY 1, 2001**

The following fees are applicable for the respective licenses, permits, fines, and other fees required under the Code of Ordinances, City of Urbana, Illinois, or as otherwise established by law.

**(A) LIQUOR LICENSES**

1. Alcoholic Liquor Licenses:

(a) Class A (drink/package-consumption on or off Premises).....	\$3,458.00	<del>\$3,325.00</del>
(b) Class AA (hotel/motel drink/package-consumption on or off premises) .....	\$3,458.00	<del>\$3,325.00</del>
(c) Class AA-1 (hotel/motel add'l location) .....	\$2,019.00	<del>\$1,941.00</del>
(d) Class B (beer retail only – consumption on or off premises).....	\$1,860.00	<del>\$1,788.00</del>
(e) Class BB (beer/wine retail only - consumption on or off premises) .....	\$1,860.00	<del>\$1,788.00</del>
(f) Class BBB (beer/wine retail only - consumption off premises only) .....	\$2,363.00	<del>\$2,272.00</del>
(g) Class BW - (Sidewalk café-adjacent premises)		
1. initial.....	\$ 33.00	<del>\$32.00</del>
2. renewal .....	\$ 16.00	
(h) Class C (package liquor – consumption off premises only) .....	\$3,373.00	<del>\$3,243.00</del>
(i) Class D (club – members only) .....	\$2,019.00	<del>\$2,019.00</del>
(j) CLASS GC (Golf Course License).....	\$3,566.00	<del>\$3,429.00</del>
(k) Class HL License (hotel/motel limited) .....	\$ 928.00	<del>\$892.00</del>
(l) Class HB License (hotel/motel banquet - must have HL license) .....	\$ 620.00	<del>\$596.00</del>
(m) Class T-1 (Temporary 8-hour special event - current license holder) .....	\$ 59.00	<del>\$57.00</del>
(n) Class T-2 (Temporary not-for-profit organization) .....	\$ 59.00	<del>\$57.00</del>

Late fee - applies to renewal applications received after filing deadline of June 16

and Class T Licenses received after filing deadline .....\$ 25.00

**(B) GENERAL**

1. Fire Prevention Permits:

(a)	Bonfires and outdoor rubbish fires .....	N/C
(b)	Removing paint by torches .....	N/C
(c)	Materials storage .....	\$ 45.00
(d)	Airports, heliports, and helistops .....	\$ 45.00
(e)	Application of flammable finishes .....	\$ 45.00
(f)	Bowling establishments.....	N/C
(g)	Dry cleaning plants: High and moderate hazard .....	\$ 45.00
(h)	Dust explosion hazards.....	\$ 45.00
(i)	Fruit ripening processes .....	\$ 45.00
(j)	Fumigation and thermal insecticidal fogging.....	N/C
(k)	Lumber yards and woodworking plants.....	\$ 45.00
(l)	Oil and gas production .....	\$ 45.00
(m)	Places of assembly.....	\$ 45.00
(n)	Service stations and garages.....	\$ 45.00
(o)	Vehicle tire rebuilding plants.....	\$ 45.00
(p)	Vehicle wrecking yards, junk yards, and waste material handling plants .....	\$ 45.00
(q)	Welding or cutting, calcium carbide, and acetylene generators .....	\$ 45.00
(r)	Cylinder and container storage .....	\$ 45.00
(s)	Calcium carbide storage .....	\$ 45.00
(t)	Acetylene generators .....	\$ 45.00
(u)	Cellulose nitrate motion picture film .....	\$ 45.00
(v)	Cellulose nitrate (pyroxylin) plastics .....	\$ 45.00

(w)	Combustible fibres .....	\$ 45.00
(x)	Compressed gases .....	\$ 45.00
(y)	Cryogenic liquids.....	\$ 45.00
(z)	Explosives, ammunition and blasting agents.....	\$ 45.00
(aa)	Fireworks.....	\$ 45.00
(bb)	Flammable and combustible liquids.....	\$ 45.00
(cc)	Hazardous materials and chemicals.....	\$ 45.00
(dd)	Liquefied petroleum gases.....	\$ 45.00
(ee)	Magnesium .....	\$ 45.00
(ff)	Matches.....	\$ 45.00
(gg)	Organic coatings .....	\$ 45.00
(hh)	Semiconductor fabrication facilities using hazardous production materials .....	\$ 45.00
<b>(ii)</b>	<b>Low Hazard .....</b>	<b>N/C</b>

Any person required to obtain more than one permit as set forth above to engage, at any specifically defined-single location, in any business activity involving the handling, storage or use of hazardous substances, materials or devices; or to maintain, store or handle materials; or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities, shall only be required to pay forty five dollars (\$45.00) for one through four (4) permits required for that specific location and ninety dollars (\$90.00) for five (5) or more permits if required for that specific location. Specific provisions for obtaining a fire prevention permit required for the various uses and activities as set forth above are provided in the BOCA Basic Fire Prevention Code as adopted under Chapter 5.

A late fee of five dollars (\$5.00) shall be added for every thirty (30) days or portion thereof, that such permit fee remains unpaid.

2. (a) Excessive False Alarm Penalty: (see Section F-509.5 of BOCA 1990 National Fire Prevention Code, as amended)..... \$ 500.00
- (b) File Research Property Information Audit..... \$ 50.00
3. Food Handling Licenses:
  - (a) Food Handling Establishment .....\$ 55.00
  - (b) Food Handling Mobile Dispenser.....\$ 38.50
  - (c) Sidewalk Cafe, adjacent premises .....\$ 16.50
4. Miscellaneous:
  - (a) Solicitors. Transient merchants, itinerant merchants, itinerant vendors, peddlers, canvassers, and solicitors:
    1. License (per year).....\$ 29.00
    2. Duplicate license (per year).....\$ 7.00
  - (b) Taxicabs:
    1. Drivers.....\$ 12.00
    2. Owners, per cab .....\$ 65.00
  - (c) Going-out-of-business sale permit.....\$ 30.00
  - (d) Amusement devices:
    1. For each amusement device..... \$ 66.00
    2. For gamerooms ..... \$ 983.00
  - (e) Raffles
    1. Total retail value of all prizes or merchandise to be awarded exceeds five thousand dollars (\$5,000.00) ..... \$ 100.00
    2. Total retail value of all prizes or merchandise to be awarded does not exceed five thousand (\$5,000.00) ..... \$ 10.00
  - (f) Banners (per banner installed) ..... \$ 10.00

- (g) Relocator Registration Fee.....\$ 25.00
- (h) Ambulance.....\$ 115.00
- (i) Returned check charge.....\$ 15.00**

5. Urbana Public Television Access Fees:

- (a) Individual membership.....\$ 20.00
- (b) Non-Profit organization membership.....\$ 20.00
- (c) Non-Urbana resident individual membership.....\$ 40.00
- (d) Tape-dubbing charge .....\$ 15.00
- (e) Camera Operator/Building Monitor:
  - 1. First Hour \$ 35.00
  - 2. Each Additional Hour .....\$ 20.00
- (f) Damage deposit (due at time of reservation)..... \$ 50.00

6. Mobile Home Park:

- (a) License: Per mobile home site .....\$ 18.00
- (b) Certificate of occupancy (mobile homes): per relocated mobile home .....\$ 75.00

7. Bicycle Permit and Transfer: .....N/C

8. Public Works -- Engineering Permits:

- (a) Excavations within the public right-of-way:  
For each location.....\$ 35.00
- (b) Connection to stormwater drainage facilities..... \$ 35.00
- (c) Curb cuts, construction or reconstruction for drive-way entry between property line and pavement..... \$ 35.00  
Additional cuts at same location .....\$ 5.00
- (d) Sidewalks .....\$ 35.00

- (e) Right-of-Way or alley vacation request .....N/C
- (f) Work without a permit - double the permit fee with a  
Minimum charge .....\$ 100.00

9. Moving Permits:

- (a) Permits for buildings or structures to be moved  
across public streets, alleys, or rights-of-way:
  - 1. Moving buildings (except accessory structures)  
for each 24-hour period or part thereof
    - (A) Through town or out of town.....\$ 175.00
    - (B) To a location inside corporate limits  
irrespective of its origin.....\$ 250.00
  - 2. Moving of accessory structures (garages, etc.)  
for each 24-hour period or part thereof .....\$ 18.00
- (b) In addition, the applicant shall pay for any costs accrued by  
the city **for** of police escort, blocking streets, tree trimming,  
removal of traffic devices, etc.
- (c) The fee for permits for buildings or structures to be moved only across  
private property and not public right-of-way is set forth in subsection (9) of  
Section (E) (Buildings and Structures) of this section.

10. Subdivision and Development Applications:

- (a) Preliminary plats
  - 1. Per lot\$ 10.00
  - 2. Minimum .....\$ 300.00
- (b) Final Plats \$ 150.00
- (c) Combination preliminary/final plat.....\$ 300.00
- (d) Minor plat .....\$ 150.00

- (e) Planned unit development (Champaign County & City)
  - 1. Preliminary plat.....\$ 300.00
  - 2. Final plat.....\$ 150.00
- (f) Appeals .....\$ 100.00
- (g) Certificate of Exemption.....\$ 100.00

**(C) SEWER**

- 1. Sewer Use Charge. The sewer use charge shall be determined by multiplying the billed water usage times one dollar and ~~eighty seven~~ **eighty seven** and ~~2835~~ **2835**/1000<sup>th</sup> cents (~~\$1.7335~~ **\$1.8028**) per cubic foot. (Rate applies to billing period beginning next January 1, bills mailed in the subsequent May or June month.)

**(D) ZONING FEES AND BUILDING CONSTRUCTION APPEALS**

NOTE: The following fees do not include the charge for legal publications which shall be paid by the applicant directly to the publisher.

- 1. The secretary shall collect the following fees to the plan commission:
  - (a) Application for a change of zoning property: one hundred fifty dollars (\$150.00), plus the cost of all legal publications;
  - (b) Application for an amendment to the text of the Zoning Ordinance: One hundred fifty dollars (\$150.00), plus the cost of all legal publications;
  - (c) Application for a special use permit: one hundred fifty dollars (\$150.00), plus the cost of all legal publications;
  - (d) Application for a creekway permit pursuant to section VII-8 of the Zoning Ordinance: one hundred dollars (\$100.00), plus the cost of all legal publications;
  - (e) Application for fee simple townhouse, rowhouse and duplex approval: one hundred dollars (\$100.00).
- 2. The secretary shall collect the following fees to the Board of Zoning Appeals:
  - (a) Application for a conditional use permit: one hundred dollars (\$100.00), plus the cost of legal publications;
  - (b) Application for a minor variance: one hundred dollars (\$100.00), plus the cost of legal publications;



- (c) Appeal to the Board of Zoning Appeals: one hundred dollars (\$100.00), plus the cost of legal publications.
- (d) Application for a major variance: one hundred twenty-five dollars (\$125.00), plus the cost of all legal publications;

3. The zoning administrator shall collect the following fees:

- (a) An application for a certificate of occupancy when not applied for and granted in conjunction with a permit: twenty-five dollars (\$25.00).
- (b) An application for a temporary certificate of occupancy for 1-35 days of occupancy: one hundred dollars (\$100.00).
- (c) An application for a temporary certificate of occupancy for 36-65 days of occupancy: two hundred dollars (\$200.00).
- (d) An application for a temporary certificate of occupancy for 66-90 days of occupancy: three hundred dollars (\$300.00).

The maximum length of time for which temporary certificates of occupancy may be issued is ninety (90) days, except for those issued only for the installation of required landscaping and/or the paving and striping of parking lots which may be issued for up to six (6) months from the date of occupancy due to weather conditions. The temporary certificate of occupancy issued under this exception shall have a fee of twenty-five dollars (\$25.00) without a renewal option.

- (e) A certificate for a home occupation: thirty-five dollars (\$35.00).
- (f) Application for a sign permit: five dollars (\$5.00) per one thousand dollars (\$1,000.00) or fraction thereof of estimated costs, with a minimum of twenty dollars (\$20.00):

- 1. Temporary Sign Permit.....\$ 15.00
- 2. Grand Opening Temporary Sign Permit.....N/C

- (g) Application for a Telecommunications Permit: five dollars (\$5.00) per one thousand dollars (\$1,000.00) or fraction thereof of estimated costs, with a minimum of one hundred ~~ten~~ **fifty** ~~dollars (\$110.00)~~ **dollars (\$150.00)**.

4. The designated secretaries shall collect the following fees to the following appeals boards and commissions:

- (a) Building Safety Code Board of Appeals:

- 1. Appeal .....\$ 100.00

2. Variance \$ 100.00

(b) **Property Maintenance** Existing Structures Code Board of Appeals:

1. Appeal .....\$ 100.00

2. Variance \$ 100.00

(c) Historic Preservation Commission:

1. Historic District Nomination.....N/C

2. Historic Landmark Nomination.....N/C

3. Certificate of Appropriateness.....N/C

4. Certificate of Economic Hardship.....N/C

### (E) BUILDINGS AND STRUCTURES

#### Service Guarantees:

**\*\*The Building and Safety Division of Community Development guarantees that reviews of single-family home permit applications will be completed by the end of the next working day or the permit is free.**

**\*\*\*The Building and Safety Division of Community Development guarantees that inspection requests made before noon will be completed the same day, if so requested. Inspection requests received after noon will be completed before noon of the next working day. If inspectors fail to meet these guarantees, the next permit application for a new single-family residence applied for by the same person or company will be free. A voucher for a free inspection will be issued and must be included with the next inspection request.**

1. Building permits: The method of fee calculation for building permits issued for new construction projects and additions, except for one and two-family dwellings, shall be based upon the Type of Construction Method as published from time to time by the Building Officials and Code Administrators International, Incorporated, in its publication entitled "Building Officials and Code Administrators Magazine." Such fees are nonrefundable.
  - (a) New construction or additions, other than single-family or two-family detached dwellings. The permit fee shall be calculated by inputting the appropriate data into the **Permit Fee Schedule Formula** as outlined below.

$$\boxed{\text{Permit Fee}} = \boxed{\text{Building Gross Area}} \times \boxed{\text{Gross Area Modifier}} \times \boxed{\text{Type of Construction Factor}} \times \boxed{\text{Permit Fee Multiplier}}$$

Input into the formula is based upon the following: the building area is determined from the construction drawings; the current area modifier and the type of construction factor are based upon the information published from time to time by the Building Officials and Code Administrators, International, Incorporated in its publication entitled "Building Officials and Code Administrators Magazine"; and the permit fee multiplier as established by the City of Urbana is .00177. A current copy of the current area modifier and type of construction factor information is available from the Building Safety Division.

\*\*(b) \*\*\* Additions to a single-family or two-family detached dwelling. The permit fee shall be calculated at the rate of five dollars (\$5.00) per one thousand dollars (\$1,000.00) of the estimated costs for the project.

\*\*(c) \*\*\* Single-family detached dwellings: A permit for a single-family detached dwelling shall cost three hundred dollars (\$300.00) for a building up to two thousand five hundred (2,500) square feet and three hundred eighty-five dollars (\$385.00) for a building above two thousand five hundred (2,500) square feet.

(d) Two-family detached dwellings: A permit for a two-family detached dwelling shall cost three hundred thirty dollars (\$330.00) for a building up to two thousand five hundred (2,500) square feet and four hundred ten dollars (\$410.00) for a building above two thousand five hundred (2,500) square feet.

2. Tent permit: A permit for the erection of a tent having a gross area of four hundred (400) square feet or more shall cost twenty dollars (\$20.00).

3. Utility/miscellaneous occupancies: A permit for the erection of building or structure housing a utility/miscellaneous (U) occupancy other than a tent including garages shall cost a fee computed at the rate of five dollars (\$5.00) per one thousand dollars (\$1,000.00) of estimated cost, but not less than thirty-five dollars (\$35.00), except for sheds, decks and fences, for which a fee of twenty dollars (\$20.00) is required. No fee shall be required for sheds which are less than one hundred (100) square feet and which do not have permanent foundations or decks of less than one hundred (100) square feet.
4. Alteration/renovation: The fee for a permit for the alteration, renovation and/or remodeling of a building or structure shall be computed at the rate of five dollars (\$5.00) per one thousand (\$1,000.00) of the estimated cost not including electrical, plumbing, and heating ventilating and air-conditioning, but not less than thirty-five (\$35.00), except the fee for a permit to replace a roof, which such fee shall be computed at the rate of two dollars (\$2.00) per one thousand dollars (\$1,000.00) of the estimated cost, with a thirty-five dollar (\$35.00) minimum permit fee.
5. Demolition: The fee for a permit for the demolition of a building or structure other than an accessory building including detached garages shall be at the rate of seven dollars (\$7.00) per one thousand dollars (\$1,000.00) of the estimated cost of demolition, but not less than one hundred dollars (\$100.00). The permit fee for the demolition of an accessory or temporary structure under eight hundred (800) square feet shall be thirty-five dollars (\$35.00), except that the building official may waive the permit fee where there is no foundation or floor to be removed, where there is no significant grading to be done or where the work shall be insignificant.
6. Vacant structures registration (every six (6) months) . . \$ 140.00
7. Moving permit/building permit: A moving permit shall be issued by the building official in conjunction with the required building permit for all buildings or structures which are moved and do not cross or occupy any street, alley or public right-of-way. The fee for the moving permit/building permit shall be computed at the rate of five dollars (\$5.00) per one thousand dollars (\$1,000.00) of the estimated cost. The estimated cost shall include the cost of the moving along with the costs for excavation, footings and foundations, site work and all structural or nonstructural remodeling as described in item four (4) above. The minimum permit fee shall be thirty-five dollars (\$35.00).

- 8. Estimated cost: The term "estimated cost" as used in this subsection (E) includes the cost of all services, labor, materials, use of scaffolding and any other appliances or devices entering into and necessary to the prosecution and completion of the work ready for occupancy. This shall include all costs to the owner. Contractor profit is not excluded.
- 9. Work without a permit: For all work commenced without a permit for which a building permit is required, the permit fee will be doubled with a one hundred dollar (\$100.00) minimum. Such work must comply with all other requirements of the building code.
- 10. Plan review fee schedule: The plan review fee applies to all plans for new construction, including additions. Such plan reviews include a review of all applicable city regulations including but not limited to zoning, building, electrical, plumbing and HVAC regulations. The fee does not include special flood hazard area reviews. (See item #11 below.) Plan review fees shall be nonrefundable and shall be computed as follows:

Volume (cubic feet)	Plan Review Fee
0- 10,000	\$130.00
10,001- 20,000	.....\$160.00
20,001- 40,000	.....\$200.00
40,001- 60,000	.....\$240.00
60,001- 80,000	.....\$275.00
80,001- 100,000	.....\$310.00
100,000-150,000	.....\$350.00
150,001-200,000	.....\$390.00
Over 200,000	\$390.00 + \$5.00 for each 10,000 cubic feet over 200,000

Plan review for assembly (A) and institutional (I) uses and mercantile covered malls over five thousand (5,000) square feet shall be one and one-half (1 1/2) times the fees as computed from the table above.

In addition to the plan review fees indicated above, the building official may charge an additional fee for outside professional plan review services. Such outside plan review services may be contracted where the building official determines it is in the best interest of the city to do so. Additional fee(s) for outside services shall be based upon the actual costs for such services.

Remodeling and/or renovation plan review fees shall be charged on remodeling or renovation projects exceeding twenty thousand dollars (\$20,000.00) at the rate of 0.005 times the cost of the project.

Plan review fees shall accompany the application and are nonrefundable. Single- and two-family detached dwellings and utility/miscellaneous (U) occupancies, including residential garages, shall be exempt from plan review fees. The building official may waive the plan review fee for structures under five thousand (5,000) cubic feet in cases involving minor structural repairs or the remodeling of existing buildings.

11. Special flood hazard area development plan review fee: The fee for a development plan review in the special flood hazard area shall be seventy-five dollars (\$75.00). This fee shall be in addition to other plan review fees.
12. Special permits for elevators, dumbwaiters and conveyance equipment:
  - (a) Installation permit: For each conveyance device, an installation permit shall be obtained, as required in the Building Code. The fee for such permit shall be eighty dollars (\$80.00) and shall include all necessary electrical, plumbing and HVAC work directly involved with the installation. The building official may reduce this fee by twenty (20) percent for multiple installations of the same nature and location. The installation permit fee includes the annual operating permit fee for the first year.
  - (b) Annual operating permit: For each conveyance device, as referenced in the Building Code, an annual operating permit shall be required for which the fee shall be thirty-five dollars (\$35.00) annually. Such fee shall become due on July 1 of each year.
13. Exterior storage of construction materials temporary permit .....\$ 75.00

**(F) ELECTRICAL**

1. (a) The minimum fee for any electrical permit shall be .....\$ 35.00
- \*\*\*(b) Temporary service \$ 35.00
- (c) Work without a permit: Double the permit fee or one hundred .....
- (d) Annual Permit fee .....\$ 80.00
- (e) Permits shall not be required for installations of up to three (3) additional outlets involving no new circuits from the panel, or minor repairs as identified in the City of Urbana Safety Codes Adopting Ordinance.

2. Fees for New Residential

\*\*\*Fees for all new single family, two family, and multi-family dwelling units shall be calculated as follows: sixty dollars (\$60.00) for the first dwelling unit and forty dollars \$(40.00) for each additional dwelling unit or apartment regardless of service size. These fees shall include the permit for the electrical service and all associated wiring, and accessory structures for one and two family dwellings. Fees for fire alarm systems, accessory structures for multi-family apartment buildings, hotels, motels, residential board and care facilities, rooming houses, and dormitories shall be calculated as described under

section 3 below.

3. Fees for all other work:

Electrical work shall be assessed at the rate of one percent (.01 multiplier) of the estimated or contract cost of the job; all amounts exceeding fifty thousand dollars (\$50,000.00) shall be assessed at the rate of one half of one percent (.005 multiplier) of the estimated or contract cost of the job.

These fees shall be assessed for the following type of work:

- (a) New services
- (b) Changes in service
- (c) New buildings
- (d) Additions, alterations, rewiring, and repairs in existing buildings
- (e) Installation of equipment, machinery or motors, and signs
- (f) Changes in lighting
- (g) Fire alarms
- (h) Repair of code violations

4. Testing and Registration of electrical contractors.

- (a) The application fee for the electrical test shall be thirty dollars (\$30.00) and shall be required each time the test is taken.

- (b) Initial registration of electrical contractors: The initial registration fee for registration as an electrical contractor shall be one hundred dollars (\$100.00). Contractors who apply for registration during the last half of the fiscal year (January 1 through June 30), shall submit a fee of seventy-five dollars (\$75.00).
- (c) Renewal registration fees received or post marked after August 1 of the fiscal year shall be two hundred dollars (\$200.00).
- (d) Registration fee for transfer of reciprocal jurisdiction electrical license shall be one hundred dollars (\$100.00).

**(G) PLUMBING**

1. Fee schedule: The permit fees for all plumbing work shall be derived from the following table (P1).

\*\*\*2. Plumbing permit fees shall be nonrefundable. The minimum fee for any plumbing permit shall be thirty-five dollars (\$35.00).

TABLE P1

(a) Water closet	\$ 10.00
(b) Urinal	\$ 10.00
(c) Lavatory	\$ 10.00
(d) Shower/bath tub .....	\$ 10.00
(e) Kitchen sink	\$ 10.00
(f) Utility/service sink .....	\$ 10.00
(g) Laundry sink	\$ 10.00
(h) Bar/beverage sink .....	\$ 10.00
(i) Floor sink/receptor.....	\$ 10.00
(j) Restaurant/culinary sink .....	\$ 10.00
(k) Clinical sink	\$ 10.00
(l) Dishwasher .....	\$ 10.00
(m) Garbage disposal.....	\$ 10.00
(n) Waste interceptor/separator .....	\$ 10.00



- (o) Floor drain \$ 10.00
- (p) Hub/stand-pipe drain .....\$ 10.00
- (q) Drinking fountain .....\$ 10.00
- (r) Clothes washer \$ 10.00
- (s) Sewage ejector \$ 10.00
- (t) Storm drain/sump pump .....\$ 10.00
- (u) Sanitary sewer/septic tank .....\$ 10.00
- (v) Water service \$ 10.00
- (w) Water heating equipment/vessel (as defined in plumbing ordinance)..... \$ 10.00
- (x) LTD area sprinkler (as defined in mechanical ordinance)  
(Two (2) sprinklers or fraction thereof equal one fixture) \$ 10.00
- (y) Equipment supply/backflow preventer .....\$ 10.00
- (z) Special fixture/device/piping (other than listed above and as determined by plumbing official.....\$ 10.00

3. For all work commenced without a permit for which a plumbing permit is required, the permit fee will be doubled with a one hundred dollar (\$100.00) minimum and such work shall comply with all applicable codes.

A single permit shall not be issued for work which will occur at more than one address or structure. Each building/address shall require a separate permit to which minimum fees apply.

**(H) MECHANICAL**

\*\*\*1. Fee schedule: The permit fees for all mechanical work shall be determined by the estimated cost of the mechanical installations and work being performed. ("Estimated cost" shall mean the cost of all services, labor, materials and equipment used to complete the work/installation.)

Mechanical permit fees shall be one percent (1%) of the "estimated cost" of the installation or work (see definition of estimated cost). The minimum mechanical permit fee shall be fifty dollars (\$50.00), except as provided in subsections (2) and (6).

Mechanical work and installations shall include: Heating, ventilation, air conditioning, refrigeration, fire suppression and related installations governed by

and defined within the scope of the mechanical codes adopted by reference in the mechanical ordinance.

- \*\*\*2. Fireplace, woodstove and other solid fuel burning equipment installations shall require a mechanical permit. The permit fee shall be thirty-five dollars (\$35.00) per unit.
3. All mechanical permit fees shall be nonrefundable.
4. A mechanical permit shall authorize work to be performed at only one address or structure. Each building/address where work is to be performed shall require a separate permit to which minimum fees apply.
5. Domestic fire suppression systems: Sprinklers supplied by the domestic water service, and installed only as spot protection in mechanical and storage rooms in commercial and multifamily occupancies, and all sprinklers installed in one- and two-family dwellings shall be considered as plumbing work and are subject to plumbing permit fee schedule.
6. Miscellaneous: Mechanical installations or work with a total cost of five hundred dollars (\$500.00) or less shall require a thirty-five dollar (\$35.00) minimum mechanical permit fee.
7. For all work commenced without a permit for which a mechanical permit is required, the permit fee will be doubled with a one hundred dollar (\$100.00) minimum, and the work shall comply with all applicable codes.

**(I) SOLID WASTE**

1. Regional Pollution Control Facility, annually.....\$2,300.00
2. Hauler Business .....\$ 235.00
3. Vehicle .....\$ 115.00
4. Residential Recycling Tax: The monthly Recycling Tax for a Dwelling Unit in a Residential Dwelling shall be Two dollars (\$2.00) per month.

- 5. Dormitory Recycling Tax: the monthly Recycling Tax for a Dormitory shall be One Dollar and Forty-Five Cents per month (\$1.45) times the residential capacity of the dormitory.
- 6. Multifamily Dwelling Recycling Tax: The monthly Recycling Tax for a multifamily dwelling shall be Two Dollars and Seventy-Five Cents (\$2.75) per dwelling unit in a multifamily dwelling.

**(J) SPECIAL PARKING PERMIT SCHEDULE OF PURCHASE AND REFUND AMOUNTS**

The term of a permit begins August 1st of the current year and terminates on August 14th of the following year.

- 1. Purchase Schedule:
  - (a) Annual Permit:
    - If purchased between August 1 and October 31.....\$ 135.00
    - If purchased between November 1 and December 31..... \$ 101.25
  - (b) Spring Permit:
    - If purchased between January 1 and May 14 .....\$ 85.00
  - (c) Summer Permit:
    - If purchased between May 15 and July 31 .....\$ 30.00
  - (d) Temporary permits valid for one (1) day ..... \$ 2.00
  - (e) Temporary permits valid for three (3) consecutive days ..... \$ 5.00
- 2. Refund Schedule: Only annual permits purchased between August 1st and December 31st of the current permit year are eligible for a refund.
  - (a) If returned between August 1 and October 31 .....\$ 101.25
  - (b) If returned between November 1 and January 31.....\$ 67.50
  - (c) If returned between February 1 and April 30.....\$ 33.75
  - (d) If returned between May 1 and July 31 ..... \$ 0.00

Permits returned within seven (7) days of the date of purchase will be refunded the purchase amount less two dollars (\$2.00) for each day the permit was held.

**(K) PARKING METER RATES AND RENTAL SPACE RATES**

1. Parking Meter Rates: The hourly rates for parking meters shall be as follows:

- (a) All parking meters owned by the City of Urbana and located on the right-of-way parkway which are located to the west of Lincoln Avenue, to the western city limits of the City of Urbana which lie south of University Avenue and north of Florida Avenue shall carry an hourly rate of fifty cents (\$0.50) per hour, except those parking meters located on the right-of-way parkway on Clark Street, Main Street, and Stoughton Street between Goodwin Avenue and Harvey Street which said meters shall have an hourly rate of twenty cents (\$0.20) per hour. Any parking lot owned or operated by the City which is to the west of Lincoln Avenue shall carry an hourly rate of fifty cents (\$0.50).
- (b) All other meters located on the parkway of city-owned right-of-way shall carry an hourly charge of twenty-five cents (\$0.25) per hour.
- (c) All meters in all parking lots owned by the City shall carry an hourly charge of twenty-five cents (\$0.25) per hour.

2. Parking Rental Spaces:

- (a) The parking rates for rental spaces rented on a monthly basis at all City parking lots, excluding the City parking facility, located in block bounded by Elm Street, Race Street, Main Street, and Broadway Avenue, shall be as follows:
  - 1. Forty dollars (\$40.00) per month for spaces rented twenty-four (24) hours per day, seven (7) days a week; and
  - 2. Twenty dollars (\$20.00) per month for spaces rented between the hours of 7:00 A.M. to 6:00 P.M., Monday through Friday.
- (b) The parking rate for rental spaces rented on an hourly basis at the City parking facility, located in the block bounded by Elm Street, Race Street, Main Street, and Broadway Avenue, shall be twenty-five cents (\$0.25) per hour for the first two (2) hours or portion

thereof, and fifty cents (\$0.50) per hour or portion thereof thereafter, with a maximum of five dollars (\$5.00) per day.

- (c) The parking rates for rental spaces rented on a monthly basis at the City parking facility, located in the block bounded by Elm Street, Race Street, Main Street, and Broadway Avenue, shall be as follows:
  - 1. One hundred dollars (\$100.00) per month for spaces rented on the ground floor (Deck, Reserved Permit); and
  - 2. Forty-five dollars (\$45.00) per month for spaces rented on the second floor, which permits are not valid for parking on the ground floor spaces (Deck, Unreserved Permit).
- (d) The daily charge for permitting the "bagging" of a parking meter shall be seven dollars (\$7.00) per day, payable in advance. Such charges shall not apply to those days that the meter would not be enforced.

**(L) ANIMALS**

1. Impoundment Fee

- (a) Dogs (per day) ..... \$10.50 per day
- (b) Cats (per day) ..... \$10.50 per day

**(M) CIVIC CENTER RENTAL**

1. Weekday Rates:

(a) One Quadrant

- 1. 1 Session (Nonprofit) ..... \$ 25.00
- 1 Session (Profit)..... \$ 50.00
- 2. 2 Sessions (Nonprofit) ..... \$ 50.00
- 2 Sessions (Profit)..... \$ 100.00
- 3. 3 Sessions (Nonprofit) ..... \$ 75.00
- 3 Sessions (Profit)..... \$ 150.00

(b) Two Quadrants

1. 1 Session (Nonprofit) .....	\$ 50.00
1 Session (Profit).....	\$ 100.00
2. 2 Sessions (Nonprofit) .....	\$ 100.00
2 Sessions (Profit).....	\$ 200.00
3. 3 Sessions (Nonprofit) .....	\$ 150.00
3 Sessions (Profit).....	\$ 300.00

(c) Three Quadrants

1. 1 Session (Nonprofit) .....	\$ 75.00
1 Session (Profit).....	\$ 150.00
2. 2 Sessions (Nonprofit) .....	\$ 150.00
2 Sessions (Profit).....	\$ 300.00
3. 3 Sessions (Nonprofit) .....	\$ 225.00
3 Sessions (Profit).....	\$ 450.00

(d) Ballroom

1. 1 Session (Nonprofit) .....	\$ 100.00
1 Session (Profit).....	\$ 200.00
2. 2 Sessions (Nonprofit) .....	\$ 200.00
2 Sessions (Profit).....	\$ 400.00
3. 3 Sessions (Nonprofit) .....	\$ 300.00
3 Sessions (Profit).....	\$ 600.00

2. Weekend Rates:

(a) One Quadrant

1. 1 Session (Nonprofit) .....	\$ 45.00
1 Session (Profit).....	\$ 90.00
2. 2 Sessions (Nonprofit) .....	\$ 70.00
2 Sessions (Profit).....	\$ 140.00
3. 3 Sessions (Nonprofit) .....	\$ 95.00
3 Sessions (Profit).....	\$ 190.00

- (b) Two Quadrants
- 1. 1 Session (Nonprofit) ..... \$ 70.00
  - 1 Session (Profit)..... \$ 140.00
  - 2. 2 Sessions (Nonprofit) ..... \$ 120.00
  - 2 Sessions (Profit)..... \$ 240.00
  - 3. 3 Sessions (Nonprofit) ..... \$ 170.00
  - 3 Sessions (Profit)..... \$ 340.00

- (c) Three Quadrants
- 1. 1 Session (Nonprofit) ..... \$ 95.00
  - 1 Session (Profit)..... \$ 190.00
  - 2. 2 Sessions (Nonprofit) ..... \$ 170.00
  - 2 Sessions (Profit)..... \$ 340.00
  - 3. 3 Sessions (Nonprofit) ..... \$ 245.00
  - 3 Sessions (Profit)..... \$ 490.00

- (d) Ballroom
- 1. 1 Session (Nonprofit) ..... \$ 120.00/\$200.00\*
  - 1 Session (Profit)..... \$ 220.00
  - 2. 2 Sessions (Nonprofit) ..... \$ 220.00/\$320.00\*
  - 2 Sessions (Profit)..... \$ 440.00
  - 3. 3 Sessions (Nonprofit) ..... \$ 400.00\*
  - 3 Sessions (Profit)..... \$ 640.00

3. Additional Charges:

- (a) For early arrival or late departure (outside of regular Sessions) ..... \$ 30.00/hr.
- (b) Use of Kitchen (is extra) ..... \$ 10.00/day
- (c) Use of Piano (is extra) ..... \$ 10.00/day
- (d) Use of Stage (is extra)..... \$15.00 to \$20.00/day
- (e) Use of T.V. (is extra) \$10.00/day--\$15.00/day (in combination With VCR)

- (f) Use of VCR (is extra) \$10.00/day--\$15.00/day (in combination With T.V.)
- (g) Use of Projector and Screen (are extra)..... \$ 10.00/day
- (h) Alcohol permit (insurance required)..... \$ 50.00

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\*A minimum charge of \$200.00 will be assessed for any reservation for any Saturday evening session. All standard weekend rental fee rates continue to apply for morning and afternoon sessions. This provision may be waived for reservations made less than four weeks in advance.



CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

I certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the corporate authorities of the City of Urbana passed and approved Ordinance No. \_\_\_\_\_, entitled "AN ORDINANCE AMENDING CHAPTER FOURTEEN OF THE CODE OF ORDINANCES, CITY OF URBANA, ILLINOIS REGARDING THE SCHEDULE OF FEES", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. \_\_\_\_\_ was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

DATED at Urbana, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
CITY CLERK



## MEMORANDUM

**TO:** Urbana City Council Members

**FROM:** Bruce Walden, Chief Administrative Officer

**DATE:** April 6, 2001

**RE:** Amended Boundary Agreement

The purpose of this memo is to provide the Urbana City Council with background information on the proposed clarifications to the 1990 Boundary agreement between Champaign and Urbana. The clarifications are required in order to implement the provisions of the agreement. By separate memo Jack Waaler and Trisha Crowley outline the proposed modifications.

### Background:

1. Original Agreement: The original Boundary Development Area Agreement (which was binding for 20 years with automatic 20-year renewals unless the Cities mutually agreed to cancel it) had a number of boundary, incentive and revenue sharing provisions, summarized as follows:
  - Boundary Line: The agreement provided for an annexation boundary line to the north and south of the (then) current City limits which the cities will not cross when property is annexed in the future. Maps showing the proposed boundary line to the north and south of both cities are attached to the original agreement. Wright Street extended is the boundary line south of the Cities. The ICCRR tracks are the boundary north of the Cities, up to T.R.2000 North, then due North along T.R. 1300 (the attached maps represent the compromise reached by the Cities). The line ultimately reaches Interstate 57 and at that point, the Cities have agreed to not annex in a triangular area between Township Road 1350E and Interstate 57 until further negotiations take place. The annexation boundary line, however, extends indefinitely.

- Boundary Development Area: The agreement provided for areas north of Interstate 74 and south of St. Mary's Road, on both sides of the proposed annexation boundary lines, which were approximately equal in size and designated the "boundary development area"(metrozones). The purpose of the "boundary development areas" was to minimize competition between the Cities and to share the cost of incentives and benefits. In these "boundary development areas", the Cities agreed to share specific tax revenues and certain "incentives" and post-development expenses on an agreed-to ratio. Tax revenues include property taxes, hotel/motel taxes, sales tax, occupation and use taxes and utility taxes. "Incentives" may include infrastructure improvements, land acquisition, construction of municipal-related facilities, abatement of taxes, local enterprise zone incentives, tax increment financing, financial benefits, waiver of fees or assessments for regional improvements, or other financial assistance.

The proposed area on the Champaign side of the boundary line was the Reifsteck site. An equal area on the Urbana side (approximately 527 acres) is identified on the map attached to the agreement and lies generally to the north and east of the Reifsteck site. On the south, the development area comprises all the property south of St. Mary's Road between the ICG tracks and Race Street. The boundary line to the south is Wright Street extended.

- Post-Development Expenses: The agreement provided for additional agreements that would be required after its adoption to determine how to share expenses necessary to service a particular area after development occurs. The Cities essentially agreed to agree at a later date on expenses associated with providing services to a particular area, such as fire and police protection, public works services, etc. The agreement provided that these expenses would be shared in the same ratio as revenues are shared.
- Cost / Revenue Sharing Ratio: The agreement provided for a 50-50 split of revenues and expenses for the southern boundary development area. It was anticipated that this area would eventually be developed as University facilities, with the possibility of a University Research Park.

On the north, the Cities have agreed to a 70-30 revenue and expense split, depending on whose side of the boundary line the development occurred. If the development occurred on the Champaign side of the boundary line, the split would be 70% (of revenues and expenses) to Champaign and 30% to Urbana.

- Cost-sharing Procedure: The agreement provided that the City on whose side the development occurs would request the other City to share in specific incentive costs. The responding City would have 45 days, after written request, to respond to that request. Although the responding municipality could decline sharing the cost of the incentives, doing so would mean that the responding city would also forgo any revenue sharing for that development

- Development Cooperation: The agreement provided for annexation and development review, both Cities agreed to exchange information in advance about zoning petitions, requests for conditional use, subdivisions and annexation approvals within the northern and southern boundary development areas. The Cities agreed to provide a 21-day review period for the other City. Additionally, the Cities agreed that prior to offering incentive to a developer, the Cities will communicate with one another.
- Rail Crossing: The agreement provided for studying an extension of a rail crossing somewhere between Wilbur Road and Township Road 2000. The Cities agreed to request that CUUATS perform a study to determine if, and where, a rail crossing would be appropriate. The Cities agreed to cooperate in the study and use “best efforts” in the construction and improvement of the crossing.
- Savoy: The agreement provided that Champaign and Urbana would share with Savoy any revenues and expenses resulting from any development in the southern boundary development area. If Savoy opted in, it would share in 10% of the incentives and expenses. The 10% share would come equally from Champaign and Urbana. Savoy recently indicated to Champaign that it would participate in the incentives and revenues of the University South Research Park, consistent with this provision.

**Recommendation:**

Staff recommends approval of the amendments.

## Memorandum

<b>DATE:</b> April 6, 2001
<b>TO:</b> City Councils of Champaign and Urbana
<b>FROM:</b> Jack Waaler and Fred Stavins
<b>RE:</b> Memorandum Highlighting Significant Revisions

The Amended and Restated Boundary Development Area Agreement is the result of efforts by the staffs of both Cities. Although the Restatement Agreement has many minor changes, there are only 8 revisions which appear to be significant. The legal staffs of each of the Cities felt it would be helpful to council members in their review of the Restatement Agreement if they had the benefit of a recapitulation of these significant revisions from the perspective of both Legal Departments. .

1. The original agreement provided that the cost of providing municipal services to a development is deducted before revenue is shared. Other jurisdictions have found, and the cities recognized, that it is difficult to compute the cost of providing basic municipal services (fire, police, public works) on an annual basis to a particular property. The Restated Agreement provides that it will be assumed, for purposes of administering this Agreement, that the real estate taxes attributable to the value of the land (excluding the taxes attributable to the value of any structures) are equivalent to the costs of providing basic municipal services, and this amount will be deducted from the total tax revenues attributable to the development prior to sharing of tax revenues. Therefore, the new definitions for Basic Municipal Services and Baseline Revenue are provided. Also, to anticipate that tax exempt parcels will also occasionally be involved in this agreement, to reimburse the host city for basic municipal services to such tax exempt parcels, the concept and definition of Calculated Baseline Revenue is added. The employment of these concepts is in Section 3, Tax Revenue Sharing, where it is provided that baseline revenue is never shared; it is only tax revenue which exceeds baseline revenue that is eligible for sharing.
2. Because some inducements are really only foregone revenues, but are nevertheless incentives for the purposes of this agreement (which then trigger revenue sharing possibilities), the cost sharing aspect of incentives which are only foregone revenues had to be addressed. Since nothing in fact is paid out by the host city, there is no cost to the host city to be shared. This concept is

chiefly apparent in developments in an Enterprise Zone area or in situations involving sales tax rebates. Foregone revenues are defined; the concept of foregone revenues is employed in Section 3(c) Enterprise Zone and 4(a) Incentives.

3. Section 3(e) treats post-development in a much more detailed manner clarifying when post-development costs are to be considered a new incentive, the cost of which must then be considered anew and the consequences of non-host city either agreeing to participate or not, which then determines to what extent revenues resulting from such new incentives are to be shared.
4. Section 2 dealing with development review and annexation has been clarified and made more flexible for the administration of that section.
5. Section 3, Tax Sharing has been clarified by separating and clarifying (1) the function of how to determine the amount of revenues being shared, and (2) the details regarding actual payment of shared revenue.
6. Section 4(e) is new. The purpose of that section is to address the consequences of a loan to a developer being repaid to the host city.
7. Section 4, Incentives, in addition to the matters noted above in paragraph 1 is mostly a clarification of ambiguities and uncertainties.
8. Since Olympia Drive location study is now completed and the project is partially in process, the focus of these paragraphs is changed to recognize where we are in the project and the expectations of the parties.
9. Since the prior agreement between the parties is being rescinded, section 7(a), Duration essentially restarts the agreement for another 20-year period.

**AMENDED AND RESTATED**  
**BOUNDARY DEVELOPMENT AREA AGREEMENT**

WHEREAS, the City of Champaign, Illinois, a municipal corporation (hereafter "Champaign") and the City of Urbana, Illinois, a municipal corporation (hereafter "Urbana") as home rule units of local government, are authorized by Article 7, Section 6, of the 1970 Constitution of the State of Illinois to exercise any power and perform any function pertaining to their government and affairs; and

WHEREAS, the attraction of commercial and industrial enterprises to the community by providing necessary facilities and inducements for them to locate in the Champaign-Urbana area is a matter pertaining to the government and affairs of Champaign and Urbana; and

WHEREAS, Champaign and Urbana are authorized by Article 7, Section 10, of the 1970 Constitution to contract or otherwise associate among themselves to exercise jointly any power or powers, privileges, or authority exercised or which may be exercised by said municipality individually in any manner not prohibited by law; and

WHEREAS, Champaign and Urbana have both previously passed resolutions which recognized the east right-of-way line of the original 200-foot Illinois Central Railroad right-of-way as an appropriate line for various purposes, Champaign in resolution No. 360, passed and approved on June 19, 1962; Urbana in a resolution dated March 19, 1962; and

WHEREAS, Champaign and Urbana have established a boundary beyond which each shall in the future not annex territory by agreement signed by Urbana on December 21, 1990, and signed by Champaign on January 4, 1991; and

WHEREAS, Champaign and Urbana desire to continue to contract and associate for the purpose of providing orderly and planned growth and

development of an area designated as the Northern Boundary Development Area ("NEDA") and the Southern Boundary Development Area ("SEDA") which purpose includes, but is not limited to, providing for the following as needed:

1. Annexation of land;
2. Acquisition of land;
3. Construction and availability of infrastructure improvements as defined herein;
4. Delivery of general municipal services, including but not limited to police protection, fire protection, public infrastructure construction and maintenance, solid waste services, and other health and safety protections and services;
5. Payment for general municipal services and incentives;
6. Apportionment of revenue generated from taxes from development within the NBDA or SEDA as set forth herein; and

WHEREAS, implementation of the prior agreement has shown it to contain ambiguities and difficulty in administrating; and

WHEREAS, it is in the best interests of both municipalities to enter into this Intergovernmental Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City of Champaign and City of Urbana as follows:

~~IT IS HEREBY AGREED by and between the City of Champaign and City of Urbana as follows:~~

Section 1. Definitions. As used in this Agreement, the following terms shall have the meanings given in this section:

(a) Northern Boundary Line. Beginning at a point where the north line of Carver Park Subdivision extended west intersects the center line of the original 200-foot wide right-of-way of the Canadian National (formerly



Illinois Central Railroad); thence northeasterly along said line to the northerly right-of-way line of Township Road 2000 North (Ford Harris Road); thence West along said line to the west line of Section 20, Township 20 North, Range 9 East of the Third P.M. in Somer Township; thence North along said line to the south right-of-way line of Township Road 2200 North, then as the parties have agreed in Section 7(b) of this Agreement as shown in Exhibit A, which is attached hereto and incorporated by reference herein.

(b) Southern Boundary Line. That line south of the point where the Champaign and Urbana city limits meet on Wright Street extended and St. Mary's Road on the effective date of this Agreement, thence south along the center line of Wright Street extended, said line shown in Exhibit B.

(c) Northern Boundary Development Area ("NBDA"). That area north of the northern line of the right-of-way of Interstate 74, and within Somer Township as depicted on the map attached hereto and incorporated by reference herein as Exhibit A.

(1) Area 1 (South of TR 2000 Ford Harris Road): The West Half of Section 29 and all that part of the East Half of Section 30 lying west and north of the right-of-way line of Township Road 1350 East (Lincoln Avenue) and lying east of the easterly right-of-way line of the Canadian National (Illinois Central Railroad); also, the Northeast Quarter of the Northeast Quarter of Section 31 lying east of said railroad right-of-way line all in Township 20 North, Range 9 east of the Third P.M. and together with the following described property being on the west side of the Canadian National (Illinois Central Railroad): The South Half of the Southwest Quarter of Section 30, except the right-of-way of Township Road 1200 East, (Market Street) commonly known as Leverett Road. Also the Southeast Quarter of said section lying west of the west right-of-way line of the Canadian National

(Illinois Central Railroad). Also that part of Section 31 lying north of the north line of Wilbur Heights Subdivision, east of the east right-of-way line of Township Road 1200 East, Market Street) West of the west right-of-way line of the Canadian National (Illinois Central Railroad), except that part of the Southeast Quarter of said section lying west of the west right-of-way line of said railroad, all in Township 20 North, Range 9 East of the Third P.M.; also

(2) Area 2 (North of TR 2000 -Ford Harris Road). That area bounded on the south by the north right-of-way line of Township Road 2000 North (Ford Harris Road); on the west by the east right-of-way line of Township Road 1300 East (Martin Road); on the north by the north line of Section 20; and on the east by the west right-of-way of the original 200-foot right-of-way of the Canadian National (Illinois Central Railroad).

(d) Southern Boundary Development Area ("SBDA"). All that property south of the south right-of-way line of St. Mary's Road, east of the original 200-foot wide right-of-way for the Canadian National (Illinois Central Railroad), north of the south right-of-way line of Curtis Road and west of the east right-of-way line of Race Street (existing or extended), and as shown on Exhibit B, which is attached hereto and incorporated by reference herein.

(e) Infrastructure Improvements. Any and all publicly owned or controlled improvements to property, including but not limited to streets, sidewalks, sanitary sewers, storm sewers, water mains, drainage improvements or detention facilities, bridges, railroad crossings, utility poles, traffic signals, street lights, and other structures, fixtures or land appurtenances which are or are intended to be dedicated to Champaign or Urbana or to the public generally.

(f) Tax Revenue. The actual tax monies received by the taxing municipality from the following taxes, if imposed, ~~which are imposed~~ by that

municipality: general real property taxes, Hotel/Motel Taxes, Utility Taxes and Sales Taxes listed in Appendix A. ~~7, all of which are presently imposed by each municipality.~~ Taxes imposed by either municipality after the date of this agreement are not included in this definition without further express agreement; ~~but~~ if a new tax is imposed by a party, the parties shall meet and confer concerning said taxes. All tax receipts are included regardless of any rate differential between the municipalities. An increase in rates shall not be considered a new tax.

(g) Incentive. An "incentive" for the purposes of this agreement is some form of financial assistance given to a person by either of the Cities by ordinance, resolution or written agreement in order to promote a development ~~[as defined in Section 3(a)]~~ on property within the NBDA or SBDA.

(h) "Financial Assistance" for the purpose of this Agreement shall be one or any combination of the following:

- (1) money;
- (2) abatement of tax revenue as tax revenue is defined in Section 1(f);
- (3) the difference between the cost of real property purchased by the City and the cost at which it is conveyed for use of the development, if less than cost of purchase at less than fair market value;
- (4) enterprise zone benefits;
- (5) tax increment benefits;
- (6) waiver of infrastructure improvements otherwise required to be constructed by a developer by the ordinances of the City in which it is located ~~Cities~~ but only if the City ~~has~~ ~~incurred~~ ~~a~~ cost constructing such infrastructure improvements;
- (7) that portion of the construction of local sanitary sewers, storm sewers, streets

~~and traffic related improvements~~~~municipal service related facilities~~ uniquely attributable to the development constructed or paid for by the City;

(8) the waiver of costs, assessments or impact fees for infrastructure improvements constructed prior to or at the time of development, provided that such costs are uniquely attributable to the real property on which the development takes place; or

(9) money paid pursuant to an adopted City economic development policy to a developer attributable to a project on a specified designated tract within the NBDA or SBDA.

(10) In addition to any other items listed, anything of value agreed by both of the Cities to be offered to a developer ~~by both of the Cities~~.

(i) Foregone revenue are taxes which are either abated or rebated.

(~~j~~) "Agreement" means this Amended and Restated Boundary Development Area Agreement.

(~~k~~) "Subject Parcel" means the parcel which is within either the Northern Boundary Development Area or Southern Boundary Development Area as described in the Agreement which parcel is the subject of incentives offered by either City or on which development ~~as defined in Section 3(a)~~ of the Agreement occurs.

(~~l~~) "Host City" means the city in which the subject parcel is located, or if not within the City limits of either City, the City to which the unincorporated area where the subject parcel is located is assigned under the Agreement.

(~~m~~) "Non-Host City" is the city that is party to the Agreement ~~which does not encompass the subject parcel~~ in which the subject parcel is not located, or if not within the City limits of either City, the City to which the unincorporated area where the subject parcel is not assigned under this Agreement.

(~~mn~~) "Baseline Municipal Services" means the basic police, fire, and public work services that are provided to all parcels in the community as a whole.

(~~on~~) "Baseline Revenue" means that portion of the general real estate taxes

which are levied pursuant to the Host City's levy each year against the subject parcel on the assessed land value only without building improvements regardless of when constructed. For this purpose the official assessment of the township assessor are controlling.

(~~pe~~) "Calculated Baseline Revenue" is a concept to calculate Baseline Revenue for ~~University~~ tax exempt parcels. It means a calculation of how much in general real estate taxes would be generated each year if the real estate tax levy of the Host City were applied to the land value of the subject parcel based upon its value as determined by a professional appraiser, or by agreement of the parties.

(~~qe~~) "Equalized Assessed Value" means equalized assessed valuation as determined and authorized by the Champaign County assessing officials in accordance with the procedures set forth in the Property Tax Code, as supplemented and amended.

(~~re~~) "Utility Tax Revenue" shall mean all taxes received for taxes imposed on electricity, water, gas or telecommunications by City ordinances under authority of the statutes listed in Appendix A, either as reflected in actual revenues attributable to the development or based upon estimated revenues as agreed to by the City's Chief Financial Officers.

(~~se~~) "Development" shall mean the construction of structures designed for any use other than residential uses.

Section 2. Annexation and Development Review.

(a) Champaign and Urbana may continue to annex property as permitted by statute and pursuant to the Boundary Line Agreement in Section 6 hereof between Champaign and Urbana.

(b) The parties recognize that the decision of a Non-Host City of whether to participate in the costs of an incentive can be a major undertaking involving considerable analysis and budgetary planning. Therefore, the City Manager or Chief Administrative Officer shall ~~\_, within 14 days following the initial meeting notify,~~ notify the City Manager or Chief Administrative Officer of the Non-Host City of the substance of any initial meeting that the City Manager or Chief Administrative Officer reasonably believes may lead to the offer of incentives ("notice to Non-Host City"). Such notice shall be given within 14 days of such meeting. Notice need not be given if the only incentive reasonably anticipated is foregone revenue. In no event shall any action by the Host City Council be taken respecting a development covered by this agreement in less than 14 days following the notice to the Non-Host City. Notice of all zoning petitions including, but not limited to, petitions to change the zoning map, ordinances to permit new uses, or for special or conditional uses, all subdivisions or land development plat requests for property located within the NBDA or SBDA shall be sent to the Planning Department Director or Community Development Department Director through notification of Plan Commission agendas.

(c) Neither City shall provide police or fire services to any property that such City is not permitted to annex under Section 6 of this Agreement unless pursuant to further written agreement of the parties.

### Section 3. Tax Revenue Sharing.

(a) Revenue Split. To the extent such exceeds the baseline revenue (or calculated baseline revenue), Municipal tax revenue, as defined in Section

1(f), actually collected from a Development, within the Northern or Southern Boundary Development Areas shall be shared between the parties as follows:

Northern Boundary Development Area

70% to Champaign; 30% to Urbana, for land to the west of the Northern Boundary line;

70% to Urbana; 30% to Champaign, for land to the east of the Northern Boundary line.

Southern Boundary Development Area

50% to Champaign; 50% to Urbana.

(b) Savoy Participation. If the Village of Savoy ("Savoy") and the Cities of Champaign and Urbana all agree to participate in the Southern Boundary Development Area, revenues and expenses shared with Savoy will come equally from the shares of Champaign and Urbana, if all three entities enter into joint agreement so providing.

(c) Deduction for Costs for Baseline Municipal Services. Baseline Municipal Services, if provided to the parcel, are assumed to be funded from Baseline Municipal Revenue or excused if tax exempt. Baseline Revenue shall not be subject to revenue sharing under this Agreement. In return, no payment shall be due from the Non-Host City for Baseline Municipal Services.

(ed) ~~Revenue Payments~~ of Revenue Above Baseline.

(1) Revenue Above Baseline. Unless the Non-Host City declines to participate in sharing the cost of the incentive(s) as provided for in Section 4 hereof, municipal tax revenues as defined herein actually collected from a development which exceed the base line revenue (or calculated base line revenue) are to be shared as provided in Section 3 hereof.

~~Revenue actually collected above Baseline Revenue or Calculated Baseline Revenue is shared regardless of whether any incentive was paid by the Non-Host City, except if the Non-Host City declined to participate in incentives as set forth in Section 4.~~ No revenue attributable to a development is due until a structure is occupied in a development within the NBDA or SEDA.

(2) Real Estate Payments. Payment by the Host City to the Non-Host City of real estate taxes shall be made on or before November 15 of each year that such payments are received.

(3) Other Taxes. Other municipal tax revenues which are received by the Host City and shared under this Agreement shall be calculated quarterly and paid within 60 days of such calculation.

(4) Enterprise Zone Payments. When a subject parcel is in an Enterprise Zone and a portion of the real estate taxes are thereby abated, then during the period of abatement there shall be no sharing of real estate tax revenue generated from the subject parcel on ~~by~~ that portion of EAV subject to abatement, regardless of whether development is complete. The amount abated is foregone revenue and not received by the Host City. Other tax revenues shall be shared according to this agreement.

~~(d) Post Development Municipal Costs.~~

(e) Post Development Municipal Costs.

~~(2)~~ After issuance of any building permit required for the initial structure which was the subject of incentives, no actions which may otherwise be considered to be financial assistance shall be considered to be an incentive unless such is offered to induce or aid in an expansion of the initial structure or the addition of new structures



and all of the procedures prescribed herein for offering initial incentives are followed ("subsequent incentives"), ~~-,~~ -even if the Non-Host City did not previously participate in incentives. As to subsequent incentives, if the Non-Host City decides to participate in the costs thereof, all future revenues received after the incentive is given, which are attributable to the expansion or additions, shall be shared in the same ratio as the participation in the cost of ~~the~~ subsequent incentives given. If the Non-Host City declines to participate in such subsequent incentive, all revenues attributable to the expansion or addition shall belong exclusively to the Host City and only those revenues attributable to the development prior to the expansion or addition are continued to be shared as before the subsequent incentives came into play. If no incentives are involved in an expansion or addition, revenues shall continue to be shared in the same percentage as they were prior to such expansion or addition.

#### Section 4. Incentive Cost Sharing.

(a) Incentives Shared.

Incentive Ratio. Unless otherwise agreed, the costs of such incentives in connection with a Development within the NBDA or SBDA shall be shared between the parties in the same ratio as revenues are provided to be shared under this Agreement. Incentive payments, Cost-sharing if the Non-Host City agrees to participate, are ~~is~~ required to the extent that financial assistance in the form of actual monetary costs have been incurred by the Host City. ~~Foregone revenue shall not be considered an incentive, the amount of which must be shared.~~ To the extent that foregone revenue is the cost of the incentive, it need not be counted, calculated or shared, and notice of the offer of such incentive need not be given. For example, Enterprise Zone

Benefits are foregone real property taxes. The foregone revenue, which the Non-Host City did not receive, would equal the incentive. Therefore, the transaction is a wash and need not be counted.

(b) Commitment for Incentive Cost-Sharing. The Host City shall request participation in cost for each specific incentive in writing. The Non-Host City shall respond within forty-five (45) days after a written request to do so. If the Non-Host City fails to agree to the incentive within such time limit, there shall be no obligation to share any revenues from the subject parcel after such incentives are actually given or provided in substantially the same form as stated in the request. Neither City shall be required to agree to share the cost of incentives. Each request shall specify the costs of incentives requested to be shared in detail, and include an estimated time schedule when the costs are expected to be incurred. The Non-Host City that receives a written request for incentive cost sharing may agree to such cost sharing by sending a written and unconditional consent to the Host City.

(c) Incentive Payments. Payment for a municipality's share of incentives by the Non-Host City may be made as follows, as decided by the Non-Host City:

- (1) By way of an offset against incentives incurred by the other municipality;
- (2) By an allocation and an offset of Northern or Southern Boundary Development Area revenue other than as provided in Section 3 above; or
- (3) By cash payment; or
- (4) By any other manner agreed between the parties.

(d) Notification and Payment. The Non-Host City, in writing, shall notify the Host City whether it has selected offsets or cash. Cash payments for a Non-Host City's share of the cost of incentives, shall be payable

within sixty (60) calendar days after written notice that such costs have been paid by the Host City. If the offset method has been selected, the Non-Host City shall pay, in any case, its share of incentives within a year of the last payment made by the Host City to or on behalf of a developer.

(e) Incentives Repaid. The repayment of an incentive by a developer or successor to a developer other than through payment of taxes shall be shared in the same ratio as the cost of the incentive was shared.

Section 5. Rail Crossing.

(a) The parties acknowledge that an improved or new road designated as Olympian Drive which crosses the Canadian National (Illinois Central Railroad) Railroad right-of-way somewhere between Wilbur Road and the northernmost portion of the NBDA would promote economic development of the area and represent good transportation planning.

(b) In accordance with the terms of the original Boundary Agreement, there has been progress locating and designing Olympian Drive. ~~Further progress in obtaining funding and proceeding to a construction schedule is necessary. Both cities agree to put funding of their portions~~ The parties recognize that such project is of such scope that it will require federal, state and/or county participation in funding. In anticipation of the eventuality of such federal, state and/or county funding, the parties agree to anticipate funding their portion of the Olympian Drive Project in their Capital Improvement Plans, and to include the railroad crossing section of Olympian Drive in the CUUATS priority process. Urbana agrees to proceed in a timely way with improvements to Lincoln Avenue in anticipation of the Olympian Drive Project. Champaign agrees to proceed in a timely way with planning and construction of the west section of Olympian Drive.

(c) Irrespective of the timetable for the construction of the rail crossing, both cities shall plan and promote development in the NBDA in accordance with the completed location studies for both Olympian Drive and Lincoln Avenue.

Section 6. Boundary Line Agreement.

Unless otherwise mutually agreed in the case of any individual parcel,

Champaign and Urbana hereby agree that the boundary line of each community shall be the line depicted on Exhibit A to the North of the present Champaign-Urbana corporate boundaries and the line depicted on Exhibit B to the south of the present Champaign-Urbana corporate limits. The line so established shall be the boundary for planning, subdivision or development approval, zoning and annexation purposes. Champaign and Urbana shall only annex or enter into annexation agreements for such property as is on the west side of the respective boundary line for Champaign and as is on the east side of the respective boundary line for Urbana. Neither City shall annex, enter into annexation agreements, attempt to annex or attempt to enter into an annexation agreement with any person in violation of this provision.

Section 7. Duration.

(a) This agreement shall be binding on the parties hereto for twenty (20) years from the last date set forth ~~below~~ in Section 13; provided, however, that this Agreement shall be renewed and extended automatically for successive twenty-year periods unless there is mutual agreement to cancel or revise this Agreement by both Champaign and Urbana before the end of the initial and each successive term at least ninety (90) days prior to the date of termination.

(b) Notwithstanding the above, extension of the terminus of the Northern Boundary Line to the north of the intersection of T.R. 1300E (Martin Road) with the south right-of-way line of Interstate 57 shall be negotiated

when either city annexes territory up to the south right-of-way line of Township Road 2100 North (Leverett Road). ~~The~~Neither City may annex north of Township Road 2200 North until it has notified the other City in writing and there is an opportunity to negotiate the extension of the line. In the event the Cities fail to agree on such extension within ninety (90) days of the notice, the boundary agreement and all elements of this agreement shall continue, except that, in absence of written agreement to the contrary:

(1) In no event shall Urbana annex territory west of Interstate 57 north of the intersection of T.R. 1300E (Martin Road) with Interstate 57; and

(2) In no event shall Champaign annex territory north of T.R. 2200N and east of Wright Street extended.

Section 8. Recording.

The Clerks of the respective Cities shall supply to the other city two (2) copies of this Agreement, executed and certified as to adoption. The Clerk of the City of Champaign shall file a copy of the executed Agreement, so certified as to adoption by both clerks, with the Champaign County Recorder's Office, and shall notify the Clerk of Urbana as to the date of recording and the recording number.

Section 9. Action Contrary to Law.

Nothing contained herein shall require either of the Cities to take any action which would be a violation of law or would cause a default on any obligation or debt instrument.

Section 10. Notices.

Notice hereunder shall be considered delivered with delivered personally or sent by certified mail, postage prepaid, to:

Champaign  
City Manager

Urbana  
Mayor

City of Champaign  
102 North Neil Street  
Champaign, IL 61820

City of Urbana  
400 South Vine Street  
Urbana, IL 61801

Section 11. Approvals.

When something in this agreement requires the agreement or approval of one or both Cities, such agreement or approval shall be evidenced in writing and signed by the City Manager for the City of Champaign and the Mayor of the City of Urbana.

Section 12. Prior Agreement Rescinded. Immediately upon signature of the second party to this agreement to sign, this Amended and Restated Boundary Development Area Agreement shall completely replace the previous agreement signed by Urbana on December 21, 1990, and by Champaign on January 4, 1991, provided that incentives incurred under the previous agreement and revenue to be shared from development under the previous agreement shall continue under the terms and conditions herein. The incentives previously incurred and parcels from which revenue is to be shared under the prior Agreement are listed in Appendix B.

Section 13. Date of this Agreement. The effective date of this Agreement shall be the date of the last party to sign.

CITY OF CHAMPAIGN

CITY OF URBANA

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Attorney

**APPENDIX A**

1. Utility Taxes. On the date hereof, taxes imposed by each City pursuant to any of the following state statutory authority:

a) 35 ILCS 635 - Telecommunications Municipal Infrastructure Maintenance Fee Act

b) 35 ILCS 640 - Electricity Excise Tax Law

c) 35 ILCS 645 - Electricity Infrastructure Maintenance Fee Law

d) 65 ILCS 5/8 - 11-2 - Municipal Utility Tax

e) 65 ILCS 5/8 - 11-17 - Municipal Telecommunications Tax

2. Sales Taxes:

On the date hereof, such taxes are collected by the Department of Revenue pursuant to Sections 35 ILCS 115/1 (Service Occupation Tax) and 35 ILCS 120/1 (Retail Occupation Tax) and 65 ILCS 8-11-1 (Home Rule Municipal Retailers Occupation Tax Act) and 65 ILCS 5/8-11-5 (Home Rule Municipal Service Occupation Tax).

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## Memorandum

**DATE:** April 6, 2001  
**TO:** Bruce Walden  
**FROM:** Jack Waaler  
**RE:** Disconnection 710 Dodson Drive

BACKGROUND: When the Petition to Incorporate Big Grove was being organized in the Summer of 2000, the City stepped up its activity to annex various tracts in order to position ourselves so as not to be harmed should Big Grove become incorporated.

One of the annexations we sought was a single-family residence owned by Mr. and Mrs. Wheatley at 710 Dodson Drive. At the time they agreed to annex, they were somewhat uncertain about the matter, but agreed to do so for the benefit of the City.

Their home is on the border of the City and their disconnection from the City would have no negative impact on any other property.

Furthermore, if they are disconnected from the City, that will eliminate one of the complaints of Edge Scott Fire Protection District. I recommend the disconnection ordinance be adopted.



ORDINANCE NO. 2001-04-037

AN ORDINANCE DISCONNECTING 710 DODSON DRIVE, URBANA

WHEREAS, in Ordinance No. 2000-07-076, passed by the Urbana City Council on August 7, 2000, which ordinance was in response to a petition to annex the subject tract signed by the owners of the tract, Harold D. Wheatley and Ellen L. Wheatley, lot 69 of Edgewood Ninth Subdivision, commonly known as 710 Dodson Drive was annexed; and

WHEREAS, the said Harold D. Wheatley and Helen L. Wheatley have since petitioned to have the subject tract disconnected from the City of Urbana, and which petition was filed with the City Clerk on the 26<sup>th</sup> day of October, 2000; and

WHEREAS, as is required by law, the certificate of the County Clerk showing no taxes are due on the subject tract has also been filed with the City Clerk; and

WHEREAS, the subject tract lies on the border of the corporate limits of the City and disconnecting such tract will not make other lands noncontiguous; and

WHEREAS, the Edge Scott Fire Protection District has objected to the subject tract being disconnected from the Edge Scott Fire Protection District,

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

Section 1. That the following-described tract and the adjacent right-of-way which was annexed in Ordinance No. 2000-07-076, is hereby disconnected from the City of Urbana, Illinois:

Lot 69 of Edgewood Ninth Subdivision, Champaign County, Illinois, as shown on a plat recorded in Plat Book "U", at Page 28 in the Office of the Recorder of Deeds, Champaign County, Illinois, and containing 0.28 Acres (12,194 S.F.) more or less.

All situated in Urbana Township, Champaign County, Illinois.

Together with the following described adjacent public right-of-way, which by operation of the law is automatically annexed with the adoption of an Annexation Ordinance pertaining to this tract;

Dodson Drive East

Situated in Urbana Township, Champaign County, Illinois and encompassing 0.145 acres, more or less.

Commonly known as 710 Dodson Drive East.

Section 2. This ordinance shall be effective on the 10<sup>th</sup> day following its passage by the Urbana City Council.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Tod Satterthwaite, Mayor

ORDINANCE NO. 2001-04-038

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
ANDRAE'S HARLEY-DAVIDSON, INC.

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

Section 1. That a Development Agreement Between the City of Urbana and  
Andrae's Harley-Davidson, Inc., in the form of the copy of said Agreement  
attached hereto and hereby incorporated by reference, be and the same is  
hereby authorized and approved.

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

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Tod Satterthwaite, Mayor

THE DEVELOPMENT AGREEMENT WITH ANDRAE'S HARLEY  
DAVIDSON IS CURRENTLY BEING DRAFTED AND IS NOT  
AVAILABLE AT THIS TIME.



ENVIRONMENTAL MANAGEMENT DIVISION

MEMORANDUM

**TO:** Bruce Walden, Chief Administrative Officer  
**FROM:** Bill Gray, Public Works Director  
Rod Fletcher, Environmental Manager  
**DATE:** April 5, 2001  
**RE:** Nuisance Ordinance – Addition of Division 3 “Landscape Management”

**Action Requested**

Consideration of the attached ordinance adding Division 3, “Landscape Management”, to Article IV “Nuisances”, Chapter 11, of the Municipal Code.

**Discussion**

The proposed ordinance will repeal the existing “Noxious Weeds” Article in Chapter 25 entitled “Vegetation”. This Article set forth provisions that were previously enforced concerning vegetation nuisances – weeds, allowable height for vegetation, and managed landscape plan permit provisions.

Certain sections of previous provisions, have in large part, been retained. Those include specifically defined nuisances, compliance with state laws, and managed landscape permit language. Council has recently adopted the new Nuisance Article, which contains Division 1 – which sets forth the overall procedures for nuisances (i.e., violation, notice, abatement, fines and appeal procedures), and Division 2, which sets forth “Municipal Waste” nuisances.

The proposed ordinance will incorporate Division 3, “Landscape Management” nuisances. Division 1 procedures will apply for nuisance violations pertaining to the new landscape management division. For Council reference, a copy of a brochure that summarizes overall nuisance procedures and municipal waste violations is attached.

**Recommendation**

Adoption of the attached ordinance.

ORDINANCE NO. 2001-04-039

AN ORDINANCE AMENDING CHAPTER TWENTY-FIVE OF THE CODE OF ORDINANCES,  
CITY OF URBANA, ILLINOIS REGULATING VEGETATION.

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-60, et. seq.) states that the corporate authorities of each municipality may define, prevent, and abate nuisances; and

WHEREAS, the Illinois Municipal Code (65ILCS 5/11-20, et. seq.) states that the corporate authorities may provide for the destruction of weeds; and

WHEREAS, the City Council has adopted codes regulating vegetation and finds that it is in the best interests of the health, safety, and welfare of the citizens of Urbana to amend the regulations concerning vegetation.

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

**Section 1.** That existing Article III, “Noxious Weeds” of Chapter 25, “Vegetation”, of the Code of Ordinances, City of Urbana, Illinois, is hereby repealed in it’s entirety.

**Section 2.** That new Division 3, “Landscape Management”, is hereby added to Article IV, “Nuisances”, Chapter 11, “Health and Sanitation”, of the Code of Ordinances, City of Urbana, Illinois, to read as follows:

**Sec. 11-61. Definitions.**

The following words and phrases, when used in this division, shall have the meanings respectively ascribed to them:

*Vegetation* means all species of woody or herbaceous plants, vines, flowers, vegetables, herbs, fruit, ornamentals, or accumulations thereof, whether alive or dead, including trees and shrubs which are not intentionally planted and regularly maintained.

**Sec. 11-62. Nuisances, specifically defined.**

Under this division, public nuisances shall include, but not be limited to the following acts, conducts, omissions, conditions or things found on any premises:

(A) Vegetation which may reasonably be expected to injure other forms of life such as: jimson weed (*Datura stramonium L.*), poison hemlock (*Conium maculatum L.*), and poison ivy (*Rhus radicans L.*);

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EQUIPMENT SERVICES · OPERATIONS · PUBLIC FACILITIES

(B) The occurrence of plants defined as noxious plants in the Illinois Noxious Weed Law: johnson grass and all perennial sorghums (*Sorghum halepense (L.) Pers.*), Canada thistle (*Cirsium arvense (L.) Scop.*), and perennial (*nutans L.*), Marijauna (*Cannabis sativa L.*), and perennial sow thistle (*Sonchus arvensis L.*);

(C) Vegetation which aid or may aid in the breeding or harboring of rats, or other vermin, or insects which may reasonably be expected to injure or harm human life;

(D) Vegetation which hinders the expedient removal of municipal waste or any nuisance abatement measures;

(E) Vegetation, or portions thereof, constituting an imminent hazard;

(F) Vegetation which prevents the free an unobstructed travel of pedestrians upon sidewalks or which otherwise negatively affect traffic or pedestrian safety by impairing the visibility of pedestrians or vehicles;

(G) The occurrence of vegetation in excess of eight (8) inches in height, except the following:

(1) Trees, shrubs, vines and annual and perennial herbaceous ornamental plants intentionally planted and regularly maintained which are allowed under this division;

(2) Edible vegetation that constitutes part of a managed crop or vegetable garden, provided such crop or vegetable garden is not considered a nuisance as provided herein;

(3) Vegetation allowed under the managed landscape plan permit;

(4) Land zoned agriculture (AG) or conservation-recreation-education (CRE) as shown and designated on the official zoning map of the city, provided however, that the portions of those lands exempted by this subsection which are within twelve (12) feet of the property line or the right-of-way of a street or alley, must be maintained at a height of eight (8) inches or less;

(H) Vegetation which can be aggressively invasive, as determined by the arborist, such as: japanese honeysuckle (*Lonicera japonica*), ribbongrass (*Pharlaris arundinacea*) or purple loosestrife (*Lythrum salicaria*);

(I) Vegetation which by reason of the manner, location, or condition of such result in visual or other blight.

Violation(s) of this section is declared to be a class 1 offense.

### **Section 11-63. Compliance with state laws.**

Nothing in this division shall be construed as relieving any person of responsibility for complying with any state laws pertaining to noxious weeds and control thereof.

### **Section 11-64. Managed landscape plan permit.**

(A) *Application for permit.*

Any person who controls land in the city may apply for approval of a managed landscape plan, where the vegetation exceeds eight (8) inches in height, with the public works department.

(B) *Plan description.*

Managed landscape plan means a written plan relating to management of the vegetation within the area described together with a statement of intent and purpose of such area and a

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general description of the vegetational types, plants and plant succession involved and the specific management and maintenance techniques to be employed. The plan must include provisions for cutting and maintaining vegetation at a length not greater than eight (8) inches for that portion between the sidewalk and the street or a strip of not less than four (4) feet adjacent to the street where there is no sidewalk, and at least a three-foot strip adjacent to neighboring property lines unless waived by the abutting property owner on the side so affected.

*(C) Form and submission of application.*

Each application for a managed landscape plan permit shall be submitted on a form provided by the public works department. If the lot(s) for which a permit is sought is located in a R-1, R-2, or R-3 zoning district, the city shall, seven (7) days prior to issuing the permit, send by 1st class mail a copy of the application to each of the property owners immediately adjacent to such lot(s). A managed landscape plan permit shall be valid for one year from date of issuance unless sooner revoked. Mailing copies of the application to adjacent property owners shall not be required if the renewal application is unchanged from the previous year.

*(D) Revocation of permit.*

The permit issued hereunder may be revoked by the public works for failure to comply with the conditions of the permit or the provisions of this division. Seven (7) days after issuance of a managed landscape plan permit, an inspection will be made to ensure compliance with the plan. If the permit holder has not complied with the proposed plan, the permit may be immediately revoked. Notice of revocation shall be mailed to the permit holder by first class mail. The permit holder may appeal such decision to revoke the permit to the chief administrative officer or designee by mailing a notice of appeal within seven (7) days of the date of the notice of revocation. If no notice of appeal is submitted within seven (7) days of the date of the notice of revocation and the property still constitutes a nuisance as defined in this division, the city or designated agent may take steps to bring the property into conformity with this division.

*(E) Denial of permit.*

(1) If, after due consideration of the information in the application the public works department determines that the plan is unsatisfactory, the application will be denied and a permit will not be issued. A notice of denial will be sent to the applicant by certified mail within fifteen (15) days.

(2) Denial of issuance of a permit may be appealed by mailing to the chief administrative officer or designee a notice of appeal within seven (7) days of receipt of notice of denial. A hearing on this appeal shall take place not less than fifteen (15) days after receipt of the request for hearing.

(3) Where a permit is denied following application after notice of a nuisance is provided, and such nuisance has not been abated, the denial of a permit shall function as renote requiring abatement of the nuisance within seven (7) days of receipt of such denial unless an appeal is sought. When an appeal has been sought and the hearing affirms to uphold denial of the permit, such affirmation shall function as renote requiring abatement of the nuisance within seven (7) days of the mailing of notice of the denial of the appeal.

**Sections 11-65 – 11-70 Reserved.**



PASSED by the City Council on this \_\_\_day of \_\_\_\_\_, 2001.

AYES:

NAYS:

ABSTAINED:

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Phyllis D. Clark, City Clerk

Approved by the Mayor this \_\_\_\_\_day of \_\_\_\_\_, 2001

Tod Satterthwaite, Mayor

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ENVIRONMENTAL MANAGEMENT DIVISION

MEMORANDUM

**TO:** Bruce Walden, Chief Administrative Officer  
**FROM:** Bill Gray, Public Works Director  
Rod Fletcher, Environmental Manager  
**DATE:** April 5, 2001  
**RE:** Nuisance Ordinance Amendment – Summary Abatement Procedure

**Action Requested**

Consideration of the attached ordinance amending Article IV “Nuisances”, Chapter 11, of the Municipal Code.

**Discussion**

The proposed ordinance will clarify that the City is not required to give prior written notice to property owners for all the conditions that may arise for which nuisances would be summarily abated. Current language could be interpreted that no written notice would only be required for imminent hazard conditions. The intent was to apply for all conditions. This language as proposed, now is a preface for all such conditions listed under subsection (D). For Council convenience, a strikeout/underline version is submitted.

Further, a third condition is being proposed that could initiate summary abatement action. Many times persons will set waste materials and bulky items out upon the parkway for collection. These items are only allowed to occupy this area until 10:00 am. the day following the designated curbside collection day – pursuant to Section 11-54 “Curbside Collection Schedule”. Any such materials found on the parkway after this time period, could be summarily abated under this condition. The intent here is to have an additional tool to keep parkways areas free of waste materials.

**Recommendation**

Adoption of the attached ordinance.

ORDINANCE NO 2001-04-040

AN ORDINANCE AMENDING CHAPTER ELEVEN OF THE CODE OF ORDINANCES, CITY OF URBANA, ILLINOIS REGULATING HEALTH AND SANITATION.

(Summary Abatement)

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-60-2) states that the corporate authorities of each municipality may define, prevent, and abate nuisances; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, and welfare of the citizens of Urbana to amend the regulations concerning nuisances.

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

**Section 1.** That subsection (D) of Section 11-46 in Article IV, "Nuisances", of Chapter 11, "Health and Sanitation", of the Code of Ordinances, City of Urbana, Illinois, is hereby amended to read as follows:

“(D) *Summary abatement.*

Prior written notice to the property owner shall not be required in order to summarily abate a nuisance under the conditions described herein. When practicable, an attempt to contact the property owner by telephone may be made. Following summary abatement, a written notice shall be served upon the property owner describing the situation, actions taken, and penalty and costs incurred.

When the following conditions arise, the city may proceed with summary abatement:

(1) Whenever an imminent hazard is determined to exist; or

Whenever a property has been issued three (3) previous written notices to abate a nuisance within in any twelve (12) month timeframe following the adoption of this article, and the property owner has failed to abate the same; or

(3) Whenever municipal waste is found to remain upon a parkway following the scheduled periods allowing curbside collection as designated in this article.”

PASSED by the City Council this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

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

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Tod Satterthwaite, Mayor