



DATE: Monday, January 13, 2025
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 11-25-2024 City Council Minutes
 - 2. 12-02-2024 Committee of the Whole Public Hearing Minutes
- C. Additions to the Agenda
- D. Presentation and Public Input
 - 1. [FY2024 Annual Comprehensive Financial Report – Lauterbach & Amen, LLP](#)
- E. Council Input and Communications
- F. Unfinished Business
- G. Reports of Standing Committees
- H. **Committee of the Whole** (*Council Member Chaundra Bishop, Ward 5*)
 - 1. Consent Agenda
 - a. **Resolution No. 2024-12-086R:** A Resolution Authorizing the Execution of an Agreement for the Donation of Land to the Champaign County Forest Preserve District – Exec
 - b. **Ordinance No. 2024-12-043:** An Ordinance Amending Urbana City Code Chapter 12 (Human Rights Ordinance – Changing the Name of the Human Relations Commission) – HREO
 - 2. Regular Agenda
- I. Reports of Special Committees
- J. Reports of Officers
- K. New Business

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

L. Discussion

- [1.](#) Potential Extension of the IGA Between Urbana and Housing Authority of Champaign County (Washington and Lierman Avenues) – CD
- [2.](#) RFP for Alternative Response Task Force Facilitator – Exec

M. Adjournment

PUBLIC INPUT

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

Email Input

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

Written Input

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

Verbal Input

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

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

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

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

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

Accommodation

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

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



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: January 13, 2025 Council Meeting
Subject: FY2024 Annual Comprehensive Financial Report

Summary

Action Requested

The City Council is asked to review the reports linked below under “Attachments.”

Brief Background

Jamie Wilkey, who is a partner with Lauterbach & Amen, LLP will attend the Monday, January 13 Council meeting to present the City’s Annual Comprehensive Financial Report (ACFR) and related documents.

Relationship to City Services and Priorities

Impact on Core Services

None.

Strategic Goals & Plans

None.

Previous Council Actions

The City Council reviews the ACFR and related reports annually.

The City Council approved engagement of Lauterbach and Amen for auditing services for fiscal years ending June 30, 2022 through June 30, 2026 in [Resolution 2022-02-021R](#).

Discussion

Additional Background Information

The City’s financial reports are prepared in accordance with generally accepted accounting principles. The City’s auditor has expressed the opinion that the City’s financial report fairly presents the financial position of the City, in all material respects, in conformity with generally accepted accounting principles. This is generally referred to as a “clean opinion.”

The City received a Certificate of Achievement for Excellence in Financial Reporting from the GFOA for the FY2023 ACFR. Staff believes the FY2024 ACFR continues to meet those high standards and has submitted it for review.

The ACFR and the Communication Letter have been posted to the City's website at the link below. Other, related reports, such as audit reports for the Police and Fire Pension Funds, have also been posted to pertinent locations on the City's website.

Policy or Statutory Impacts

None.

Recommendation

The City Council is asked to review the linked reports.

Next Steps

None. Staff will begin work on the FY2025 audit in the spring, prior to the end of the fiscal year.

Attachments

1. [Annual Comprehensive Financial Report | Urbana, IL](#)

Originated by: Kris Francisco, Financial Services Manager

Reviewed: Elizabeth Hannan, HR & Finance Director / CFO

Approved: Carol Mitten, City Administrator

DONATION AGREEMENT

DONATION AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2024 by and between the CITY OF URBANA, ILLINOIS, an Illinois municipal corporation ("Donor"), and the CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT ("District"), forest preserve district organized under the Downstate Forest Preserve District Act (70 ILCS 805/0.001-805/23).

WITNESSETH:

WHEREAS, Donor currently holds legal title to the approximately 60.06' x 108.54' x 60.43' x 109.75' vacant parcel (the "Real Estate") having the common address of 2310B E. Main Street, Urbana, Illinois and the parcel number of 91.21-10-382-005, and which is further described on the attached Exhibit A (which together with all appurtenant rights referred to herein as the "Property");

WHEREAS, District holds legal title to other parcels of real estate in Champaign County, Illinois that are adjacent to and/or nearby the Property, and manages such parcels as the Kickapoo Rail Trail (the "KRT") for public use;

WHEREAS, Donor wishes to donate the Property to District, as a charitable donation for incorporation into the KRT the benefit of the public residing in and/or visiting Champaign County, Illinois and District wishes to accept such donation, all subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. PROMISES TO DONATE AND ACCEPT.

Donor shall donate, convey and assign the Property, including improvements thereon and appurtenances thereto, to District, and District shall accept and assume ownership of the Property from Donor subject to the terms and conditions of this Agreement.

2. CONVEYANCE.

Donor shall convey the Property to District by special warranty deed (the "Deed") in recordable form in the form attached hereto as Exhibit B, and said Deed shall convey to the District or its nominee title in fee simple to the Property, the reservations contained in the Deed, and any additional exceptions approved in writing by the District (hereinafter collectively called "Permitted Exceptions").

3. TITLE.

(a) District may obtain at its expense a preliminary title commitment (the "Commitment") committing the Title Company to deliver to District following delivery and recording of the Deed an ALTA Form B owner's title insurance policy (the "Title Policy") in at least the title company's minimum coverage amount, with full extended coverage over the general exceptions contained in the Title Policy, containing no exceptions other than the Permitted Exceptions.

(b) If the Title Commitment discloses exceptions to title other than the Permitted Exceptions, Donor shall diligently proceed to have those unpermitted exceptions or defects cured and if Donor does not cause such unpermitted exceptions or defects to be cured within a reasonable time period or is unable to deliver to District at Closing the Title Policy in the form required hereunder, District may elect to attempt to cause the unpermitted exceptions or defects to be cured within a reasonable time period, and if following such reasonable time period District is unable to cause such unpermitted exceptions or defects to be cured District may then elect to either to take title as it then is, or to terminate this Agreement.

(c) District shall bear the full cost of obtaining the Commitment (including without limitation all search fees) and obtaining the Title Policy (including without limitation the title insurance premium).

4. CLOSING.

(a) Subject to the conditions precedent contained in this Agreement, the Closing shall take place on a date and at a location mutually agreed upon by Donor and the District within a reasonable time, in any event not more than 30 days, following District's receipt, review and approval of the Commitment (the "Closing Date"), and at the Closing Donor shall deliver possession of the Property to District, along with the following all in form, execution and substance satisfactory to District:

(i) The Deed duly executed and acknowledged by Donor, conveying to District or District's nominee, title to the Property, in proper form for recording and subject only to the Permitted Exceptions;

(ii) ALTA Statement and other documents required by the Title Company for clearance of all exceptions to title other than the Permitted Exceptions;

(iii) Donor's gap undertaking, if necessary;

(iv) State of Illinois and Champaign County real estate transfer tax declarations and evidence of compliance with any local requirements, if any, for the transfer of real estate;

(v) An affidavit of title in customary form;

(vi) A certified copy of the meeting minutes or resolution of Donor authorizing this transaction; and

(vii) Payment for Donor's costs, if any, related to the Commitment.

(b) At the Closing, District shall deliver the following all in form and substance satisfactory to Donor:

(i) ALTA Statement and other documents required by the Title Company for clearance of all exceptions to title other than the Permitted Exceptions;

(ii) State of Illinois and Champaign County real estate transfer tax declarations and evidence of compliance with any local requirements, if any, for the transfer of real estate;

(iii) An affidavit of title in customary form;

(iv) A certified copy of meeting minutes or resolution of District authorizing this transaction; and

(vii) Payment for District's costs related to the Title Policy.

(c) The fees and expenses of Donor's designated representatives, accounts and attorneys shall be borne by Donor, and the fees and expenses of District's designated representatives, accountants and attorneys shall be borne by District.

5. **ADJUSTMENTS.**

All proratable items, if any, other than general real estate taxes shall be prorated as of the Closing Date, and such prorations shall be final unless otherwise agreed in writing by the parties. General real estate taxes levied the Property, if any, but not due and payable at the time of Closing shall be adjusted pro rata as of the Closing Date on the basis of the most recent ascertainable taxes on the Property. District and Donor further agree to re-prorate the amount of any such real estate taxes within 10 days following receipt of the bills therefore, and this agreement shall survive closing.

6. **MODIFICATIONS, WAIVERS, ETC.**

(a) Each party reserves the right to waive any of the conditions precedent to its respective obligations hereunder. No such waiver and no modification, amendment, discharge or change of this Agreement, except as otherwise provided herein shall be valid unless the same is in writing and signed by the party against which the enforcement of such modifications, waiver, amendment, discharge or change is sought.

(b) This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

7. NOTICES.

All notices, demands, requests and other communications under this Agreement shall be writing and shall be deemed properly served when faxed or delivered, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If intended for Donor:

City of Urbana
Attention: Carol Mitten, City Administrator
400 South Vine Street
Urbana, IL 61801

With a copy to:

City of Urbana
Attention: Legal Department
400 South Vine Street
Urbana, IL 61801

If intended for District:

Champaign County Forest Preserve District
Attention: Mike Daab, Deputy Executive Director
P. O. Box 1040
Mahomet, IL 61853

With a copy to:

Matt C. Deering
Meyer Capel, a Professional Corporation
306 West Church Street
P. O. Box 6750
Champaign, IL 61826-6750

Notices shall be deemed to have been duly given or made on the date received, if faxed or delivered, or three days after mailing, if mailed, however, that either party may change its address for purposes of receipt of any such communication by giving 10 days' written notice of such change to the other party in the manner above prescribed.

8. CONDITION OF PROPERTY.

DISTRICT ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY, AND, EXCEPT AS SET FORTH HEREIN, THE CONVEYANCE OF THE PROPERTY WILL BE MADE ON AN "AS IS/WHERE IS" BASIS. DONOR'S CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED (WITH THE EXCEPTION OF ANY DONOR'S WARRANTIES EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT), INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION.

9. MISCELLANEOUS.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective, successors and assigns.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

(c) Whenever in this Agreement words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter should so apply and vice versa.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

(e) Time is of the essence of this Agreement.

(f) All covenants contained herein that by their terms are to be performed after Closing are intended to survive Closing and shall survive Closing.

(g) This instrument contains the entire agreement of the parties, and no representations, warranties or agreement have been made by either of the parties except as set forth herein. No modification, waiver or amendment of the provisions of this Agreement shall be effective unless made in writing and signed by the parties hereto.

(Signatures on following page)

DONOR:

CITY OF URBANA, ILLINOIS

By: _____
Title: _____

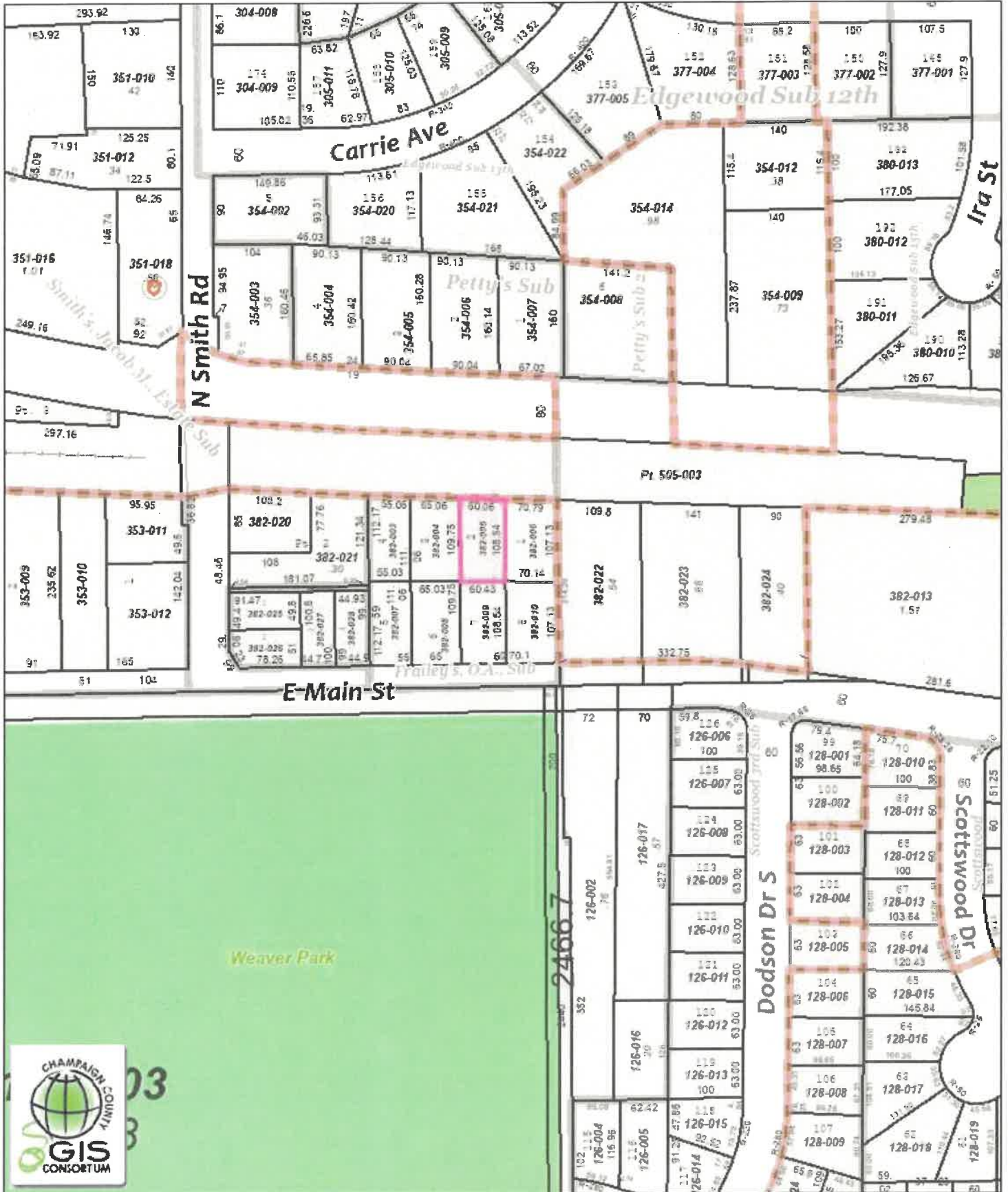
DISTRICT:

CHAMPAIGN COUNTY FOREST
PRESERVE DISTRICT

By: _____
Title: _____

GIS Webmap Public Interface Champaign County, Illinois

Item a.



This map application was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this application is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this application and information contained herein. The use of this application constitutes acknowledgement of this disclaimer.

120

Feet



Notice

To view current assessment information, use the Tax Year dropdown to select the current year.

Property Information

Parcel Number 91-21-10-382-005	Site Address 2310 B E MAIN ST URBANA, IL 61802	Owner Name & Address CITY OF URBANA LEGAL DIVISION 400 S VINE ST URBANA, IL, 61801-3336
Tax Year 2023 (Payable 2024) ▼		
Sale Status None		
Property Class 0090 - Tax Exempt	Tax Code 9103 -	Tax Status Exempt
Net Taxable Value 0	Tax Rate Unavailable	Total Tax Unavailable Print Tax Bill
Township Cunningham	Acres 0.0000	Mailing Address
Legal Description Lot 2 Frailey's, O.A., Sub		

No Billing Information

Drainage / Special Districts

District	Amount
SALINE BRANCH DD MAIN	\$8.00

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2022	\$8.00	\$8.00	\$0.00
2021	\$6.00	\$6.00	\$0.00
2020	\$7.00	\$7.00	\$0.00

Show 35 More

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building
DOR Equalized	0	0	0	0	0	0	No
Department of Revenue	0	0	0	0	0	0	No
Board of Review Equalized	0	0	0	0	0	0	No
Board of Review	0	0	0	0	0	0	No
S of A Equalized	0	0	0	0	0	0	No
Supervisor of Assessments	0	0	0	0	0	0	No
Township Assessor	0	0	0	0	0	0	No
Prior Year Equalized	0	0	0	0	0	0	No

Final values

Exemptions						
Exemption Type	Requested Date	Granted Date	Renewal Date	Prorate Date	Requested Amount	Granted Amount
Exempt Parcel	10/28/2020	10/28/2020	4/6/2023		0	0

No Taxing Bodies Information

No Redemptions

No Forfeiture Information

No Farmland Information

Sales History

Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2019	2019R19574	Special Warranty Deed	11/4/2019	TION FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIA	CITY OF URBANA ILLINOIS	\$1,500.00	\$0.00	\$1,500.00
1998		Arms Length Sale	8/19/1998			\$15,000.00	\$0.00	\$15,000.00
1987		Arms Length Sale	4/1/1987			\$15,250.00	\$0.00	\$15,250.00

Legal Information

Legal 1

Legal Description

Lot 2 Frailey's, O.A., Sub

Important Information

Please make check payable to "Champaign County Collector" and mail payment to:

Champaign County Collector
P.O. Box 4306
Springfield, IL 62708-4306

1st Installment Due: 6/3/2024

2nd Installment Due: 9/3/2024

If you are paying after 9/30/2024 it must be in-person at the Treasurer/Collector's Office with cash, cashier's check, or money order.

Last day to pay to avoid Tax Sale: 10/24/2024

Tax Sale: 10/25/2024

Failure to receive a real estate tax bill or receiving it late for any reason does not relieve the taxpayer of penalties accruing if taxes are not paid by their respective due dates.

Please make sure the Supervisor of Assessments has your most current address on file. Forms for address updates and exemptions can be found here.

EXHIBIT B
(the Deed)

Send tax bill to:
Champaign County Forest Preserve District
P.O. Box 140
Mahomet, IL 61853

Prepared by and Return to:
Matt C. Deering
Meyer Capel, a Professional Corporation
306 West Church St., P.O. Box 6750
Champaign, Illinois 61826-6750
Telephone: 217/352-1800

SPECIAL WARRANTY DEED

THE GRANTOR, *CITY OF URBANA ILLINOIS*, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, hereby GRANTS, BARGAINS, SELLS and CONVEYS to the GRANTEE, *CHAMPAIGN COUNTY FOREST PRESERVE DISTRICT*, a forest preserve district organized under the Downstate Forest Preserve District Act (70 ILCS 805/0.001-805/23), all interest in the real estate described on Exhibit A attached hereto and incorporated herein by this reference.

- Subject to:
- (1) Real estate taxes for the year 2023 and subsequent years;
 - (2) Covenants, conditions, restrictions and easements apparent or of record; and
 - (3) All applicable zoning laws and ordinances.

to have and to hold, the above granted premises unto the said Grantee forever.

Grantor releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Grantor warrants title to the real estate against any challenge claiming by, through or under Grantor, but not otherwise.

Exempt under the provisions of Section 31-45, paragraph b of the Real Estate Transfer Tax Law.

Grantor, Grantee or Representative

Dated this ____ day of _____, 2024.

CITY OF URBANA, ILLINOIS

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and to be the _____ of CITY OF URBANA, ILLINOIS, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

RESOLUTION NO. 2025-XXXX

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
THE DONATION OF LAND TO THE CHAMPAIGN COUNTY FOREST PRESERVE
DISTRICT**

(2310B E. Main Street)

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, including the power to tax; and

WHEREAS, the Local Government Property Transfer Act (50 ILCS 605) enables Illinois municipalities to transfer real estate or interests in real estate to other units of local government and sets forth the procedures therefor; and

WHEREAS, the City currently holds legal title to the vacant parcel of real estate having the common address of 2310B E. Main Street, Urbana, Illinois, and the parcel number of 91-21-10-382-005, and which is further described on Exhibit A of the attached Donation Agreement (“Property”); and

WHEREAS, the Champaign County Forest Preserve District (“District”) holds legal title to other parcels of real estate in Champaign County, Illinois, that are adjacent to and/or nearby the Property, and manages such parcels as the Kickapoo Rail Trail for public use; and

WHEREAS, the City wishes to donate the Property to the District, as a charitable donation for incorporation into the Kickapoo Rail Trail, to the benefit of the public residing in and/or visiting Champaign County, Illinois, and District wishes to accept such donation, all subject to the terms and conditions of a proposed donation agreement between the City and District; and

WHEREAS, under the Local Government Property Transfer Act, such property may be

transferred via a donation agreement between the City and District approved by resolution upon an affirmative vote of 2/3 of members of the legislative body then holding office.

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

Section 1. A Donation Agreement conveying a vacant parcel of real estate with the common address of 2310B E. Main St, Urbana, Illinois, from the City of Urbana to the Champaign County Forest Preserve District, in substantially the same form as attached hereto and incorporated herein by reference, shall be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana is hereby authorized to execute on behalf of the City of Urbana, a Donation Agreement conveying a vacant parcel of real estate with the common address of 2310B E. Main St, Urbana, Illinois, from the City of Urbana to the Champaign County Forest Preserve District in substantially the same form as attached hereto and incorporated herein by reference.

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

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

Diane Wolfe Marlin, Mayor



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: December 16, 2024 Committee of the Whole
Subject: A Resolution Authorizing the Execution of an Agreement for the Donation of Land to the Champaign County Forest Preserve District

Summary

Action Requested

The City Council is being asked to consider A Resolution Authorizing the Execution of an Agreement for the Donation of Land to the Champaign County Forest Preserve District, which would convey a vacant parcel of real estate owned by the City to the Forest Preserve District for the extension of its Kickapoo Rail Trail project.

Brief Background

Earlier this year, the City of Urbana (“City”) was approached by the Champaign County Forest Preserve District (“District”) concerning a vacant parcel of land owned by the City at 2310B E. Main Street, which is contiguous to several parcels of land owned by the District. The District had acquired these parcels for the purpose of expanding the Kickapoo Rail Trail (“KRT”) and was interested in acquiring the contiguous parcel owned by the City to enable further expansion of the Trail.

A legal description of the subject parcel is attached to the Donation Agreement, along with a GIS map of the property and Assessor’s Property Information.

Relationship to City Services and Priorities

Impact on Core Services

Execution of a land donation agreement between the City and District is not anticipated to impact core City services.

Strategic Goals & Plans

The extension of the KRT is among the priorities of the Urbana 2016 Bicycle Master Plan. Strategy 9.2.2.II is to “Take advantage of opportunities to develop off-street shared-use paths, using methods including but not limited to: working with railroads to develop bicycle facilities on, along, or across rights-of-way, and acquiring property that provides off-street connections between bicycle facilities.” Further, according to the 2018 Kickapoo Rail Trail Connectivity Study prepared by the Champaign

County Regional Plan Commission, the route that includes the subject property is the most feasible alternative for extension of the KRT into Downtown Urbana.

Previous Council Actions

In October 2019, City Council passed [Ordinance No. 2019-10-054](#), which authorized the purchase of the subject property.

Discussion

Operations Impact

The donation of the subject real estate will likely have a nominal impact on City operations due to the incremental reduction of City-owned property that must be managed and maintained.

Policy or Statutory Impacts

By adopting the resolution, City Council will approve the execution of the Donation Agreement between the City and the District transferring the City-owned parcel to the District.

Fiscal and Budget Impact

There is no anticipated fiscal or budgetary impact from this donation of land.

Community Impact

The City's charitable donation of this parcel will contribute to the District's expansion of the Kickapoo Rail Trail, a project benefiting the quality of life of members of the public residing in and visiting Urbana and Champaign County.

Recommendation

The City Council is asked to approve the resolution included herewith, as presented.

Next Steps

If adopted, staff will work to finalize the Donation Agreement and the necessary legal instruments to transfer the subject property to the District.

Attachments

1. A Resolution Authorizing the Execution of an Agreement for the Donation of Land to the Champaign County Forest Preserve District
2. Donation Agreement

Originated by: Matthew Roeschley, City Attorney

Approved: Carol Mitten, City Administrator

- CODE OF ORDINANCES
Chapter 12 HUMAN RIGHTS

Chapter 12 HUMAN RIGHTS¹

ARTICLE I. IN GENERAL

Sec. 12-1. Commitment.

The City of Urbana shall conform to the requirements of article III, division 2 of this chapter (sections 12-61 through 12-80) in its own employment practices and the provision of city services to the public. The city shall maintain the confidentiality of the complainant in any complaint brought against the city under this chapter, unless otherwise waived, implicitly or explicitly, by the complainant.

(Ord. No. 2021-01-003, § 1, 3-8-21)

Secs. 12-2—12-15. Reserved.

ARTICLE II. COMMISSION ON HUMAN ~~RELATIONS~~ RIGHTS²

Sec. 12-16. Establishment.

There is hereby established a commission on human ~~relations~~ rights.

(Code 1975, § 7.65)

Sec. 12-17. Composition, appointment.

The commission on human ~~relations~~ rights shall consist of nine (9) members to be appointed by the mayor with the approval of the city council. Members of the commission shall be chosen from among residents of the city representing various segments of the community. In the making of appointments hereunder, the mayor may receive recommendations by civic groups.

(Code 1975, § 2.65; Ord. No. 9798-49, § 1, 10-6-97)

Sec. 12-18. Terms of members.

The term of office of each person appointed to the commission on human ~~relations~~ rights shall be three (3) years and shall expire at midnight on the June thirtieth of the third year, except as provided herein. The terms of office of the members shall be staggered. When any person is appointed to the commission to fill a vacancy

¹Cross reference(s)—Discrimination in employment by contractors and vendors with the city prohibited, § 2-119; landlord-tenant rights and duties, Ch. 12.5.

²Cross reference(s)—Administration, Ch. 2; boards and commissions generally, § 2-77 et seq.

created by a resignation, the term shall expire on the same date as the term for the member whose resignation created the vacancy.

Whenever the conclusion of a public hearing conducted by the commission has not been reached on June thirtieth, any member whose term expires on that June thirtieth shall continue to serve on the commission until the conclusion of the hearing, solely for the purpose of concluding the pending hearing. Such members shall be referred to as "holdover" members. The existence of any holdover members shall not affect the beginning of the term of the new members appointed to replace such holdover members; the terms of the new members shall begin on July first. Holdover members shall not be counted for any quorum purposes other than those related to the pending hearing that causes the holdover status.

(Code 1975, § 2.65; Ord. No. 2003-03-033, § 1, 4-7-03)

Sec. 12-19. Organization.

The commission on human ~~relations- rights~~ shall elect from its members a chairperson and such other officers as it deems necessary, and may adopt such rules and regulations as may be necessary or appropriate to carry out its duties.

(Code 1975, § 2.65)

Sec. 12-20. Quorum.

The lesser of a majority of members or any four (4) members of the commission on human ~~relations- rights~~ shall constitute a quorum.

(Code 1975, § 2.65; Ord. No. 9798-49, § 1, 10-6-97)

Sec. 12-21. Meetings; absence of member.

- (a) The commission on human ~~relations- rights~~ shall meet from time to time, at least once each month, on call of the chairperson or of any four (4) members.
- (b) Any member who is absent from all meetings in three (3) consecutive months may be replaced as in the case of a vacancy.

(Code 1975, § 2.65)

Sec. 12-22. Duties; cooperation with city offices.

- (a) The commission on human ~~relations- rights~~ shall cooperate with the mayor, city council, city departments, agencies and officials in securing the furnishings of equal services to all residents, and where the need is greater, in meeting that need with added service; training city employees to use methods of dealing with intergroup relations which develop respect for equal rights and which result in equal treatment without regard to race, color, sex, religion, national origin, ancestry, disability, or sexual orientation; assuring fair and equal treatment under the law to all ~~citizens persons~~; protecting the rights of all persons to enjoy public accommodations and facilities and to receive equal treatment from all holders of licenses, contracts or privileges from the city; and maintaining equality of opportunity for employment and advancement in the city government.
- (b) The purposes of the human ~~relations- rights~~ commission shall be to:

Created: 2023-09-29 08:04:49 [EST]

(Supp. No. 53)

-
- (1) Promote and uphold the provisions of this chapter;
 - (2) To hear complaints of unlawful discrimination filed with the city, in accordance with the provisions of this chapter;
 - (3) Plan and carry out programs aimed at eliminating discrimination as defined in this chapter, as well as to all residents;
 - (4) Develop means of anticipation and relief of community tensions that arise from racial, ethnic, religious and social differences;
 - (5) Cooperate with the mayor, city council, city departments, agencies and officials in establishing and maintaining good community relations and securing the furnishings of equal services to all residents;
 - (6) Stimulate active involvement of business, religious and education sectors of the community to encourage full and equal opportunity for all persons;
 - (7) Receive and investigate complaints involving discrimination, as defined but not limited to, the protections of this chapter, in accordance with section 12-81.
 - (8) Initiate investigations into areas of possible discrimination which might come to the attention of the commission although there is no individual complaint. These ~~class-based class-based~~ investigations, after the commission's fact-finding, may be issued as ~~HRC Human Rights Commission-~~ reports and be distributed throughout the community. The human ~~relations- rights~~ commission may initiate action, including informal mediation and recommendations to the council for formal action, to end any discrimination it may find as a result of these investigations, in accordance with section 12-81.
- (c) The commission shall advise and consult with the mayor and city council on all matters involving racial, religious, gender, ethnic, disability or sexual orientation prejudice or discrimination and recommend such legislative action as it may deem appropriate to effectuate the policy of this chapter.
- (d) The commission will periodically review, with the personnel director and the mayor or ~~his the Mayor's~~ designee, the city's affirmative action program and report the results of the review to the city council.
- (e) The services of all city departments and agencies shall be made available by their respective heads to the commission at its request, and information in the hands of any department or agency shall be furnished to the commission upon written request to the mayor. Upon receipt of recommendations in writing from the commission, each department or agency shall submit a reply in writing indicating the disposition of, and action taken, with regard to such recommendations.
- (f) The commission shall render an annual report to the mayor and city council.
- (g) The Commission shall receive any reports by individuals who believe that the City of Urbana is engaged in a discriminatory practice as defined in article III, division 2 of this chapter. The commission, while maintaining the confidentiality of the complainant, shall publicly review such reports and work with the mayor, city council, city departments, agencies, and officials in order to correct any discrimination that may exist. The human rights and equity officer and a representative of the commission shall make a presentation of the outcome to the city council. The herein described procedure is in lieu of the compliant procedures, investigation, mediation, and enforcement proceedings articulated in divisions 3 and 4 of this chapter as the city is not subject to those provisions.

Formatted: Font color: Red, Strikethrough

Formatted: Font color: Red, Strikethrough

(Code 1975, § 2.66; Ord. No. 9798-49, § 1, 10-6-97; Ord. No. 2000-02-009, § 1, 2-7-00; Ord. No. 2021-01-003, § 2, 3-8-21)

Created: 2023-09-29 08:04:49 [EST]

(Supp. No. 53)

Sec. 12-23. Cooperation with other agencies.

The commission on human ~~relations~~-rights shall invite and enlist the cooperation of racial, religious and ethnic groups, community organizations, labor and business organizations, professional and technical organizations, and other groups in the city in carrying on its work. The commission may aid in the formation of local community groups in such neighborhoods as it may deem necessary or desirable to carry out specific programs designed to lessen tensions or improve understanding in the community. The commission shall cooperate with state and federal agencies whenever it deems such action appropriate in effectuating the policy of this article.

(Code 1975, § 2.67)

Sec. 12-24. Performance of duties delegated by mayor and council.

The commission shall perform such further duties as may be delegated to it by the mayor and city council.

(Code 1975, § 2.68; Ord. No. 7879-93, 4-24-79)

Sec. 12-25. Budget.

The commission on human ~~relations~~-rights shall annually submit a budget to the mayor. Such budget shall show those funds that are deemed necessary by the commission to implement its duties under this article.

(Code 1975, § 2.69; Ord. No. 9798-49, § 1, 10-6-97)

Secs. 12-26—12-36. Reserved.**ARTICLE III. DISCRIMINATION³****DIVISION 1. GENERALLY****Sec. 12-37. Intent and purpose.**

It is the intent of the City of Urbana in adopting this article, to secure an end, in the city, to discrimination, including, but not limited to, discrimination by reason of race, color, creed, class, national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination

³Editor's note(s)—Section 1 of Ord. No. 7879-92, enacted April 24, 1979, amended § 2.68a of the 1975 Code in its entirety, to read as therein set forth. Accordingly, the provisions of former Art. III entitled "Equal Opportunity, being §§ 12-37—12-40, 12-48—12-51, 12-59—12-65, 12-73, 12-74, 12-82—12-85, 12-93—12-97, 12-105 and 12-106, have been deleted and the substantive provisions Ord. No. 7879-92, § 1, are included herein as a new Art. III. In addition to § 2.68a of the 1975 Code, former Art. III derived from Ord. No. 7576-43, §§ 1—28, enacted Nov. 17, 1975 and Ord. No. 7576-45, enacted Dec. 1, 1975.

State law reference(s)—Improvement of group relations, 65 ILCS 5/11-11.2-1.

based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to an opportunity in housing, employment, credit or access to public accommodations.

(Ord. No. 7892-92, § 1(1), 4-24-79; Ord. No. 9596-66A, § 1, 2-5-96; Ord. No. 9798-49, § 1, 10-6-97)

Sec. 12-38. Short title.

This article may be cited as the "Human Rights Ordinance."

(Ord. No. 7879-92, § 1(2), 4-24-79)

Sec. 12-39. Definitions.

[For the purpose of this article, the following words and terms shall be defined as herein set forth:]

Bona fide occupational qualification. A qualification reasonably necessary to the normal operation of a particular business.

Commission. The City of Urbana's human ~~relations- rights~~ commission.

Complainant. A person who believes that ~~he/she has~~ they have been aggrieved by a violation of a provision of this article and who files a complaint with the commission or officer.

Council. The council of the City of Urbana, Illinois.

Credit transaction. Any invitation to apply for credit, application for credit, extension of credit or credit sale.

Disability. The term "disability," with respect to an individual, means (a) a physical or mental impairment that substantially limits one (1) or more of the major life activities of an individual; (b) a record of such an impairment; or (c) being regarded as having such an impairment.

Discrimination. Any practice or act which is unlawfully based wholly or partially on the race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income of any individual, or any subclass of the above groups.

Employee. Any individual employed or seeking employment from an employer.

Employer. Any person who, for compensation, employs any individual except for the employer's parents, spouse or children; or who employs domestic servants engaged in and about the employer's household.

Employment agency. Any person regularly undertaking or attempting, with or without compensation, to procure employees for an employer or to procure for employees the opportunity to work for an employer, including any agent of such a person.

Family responsibilities. The state of being, or the potential to become, a contributor to the support of a person or persons in a dependent relationship, irrespective of their number, including single parents.

Labor organization. Any collective bargaining unit, committee, group, association or plan in which employees participate directly or indirectly and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours or other terms, conditions or privileges of employment.

Lease. This includes sublease, assignment, rental, or providing the use of real property for a fee, goods, services or anything of financial value, and includes any contract to do any of the foregoing.

Created: 2023-09-29 08:04:49 [EST]

(Supp. No. 53)

Marital status. The state of being married, separated, divorced, widowed or single and the conditions associated therewith, including pregnancy or parenthood.

Matriculation. The condition of being enrolled in college or a university, whether as an undergraduate, graduate or professional student in any area of study, full-time or part-time, in either a degree or non-degree program, or in a business, nursing, professional, secretarial, technical or vocational school or an adult educational program.

Officer. The City of Urbana's ~~human relations-~~ rights and equity officer, or the officer's designee.

Owner. Any person who holds legal or equitable title to, or owns any beneficial interest in, any real property or who holds legal or equitable title to a share of, or holds any beneficial interest in, any real estate cooperative which owns any real property.

Person. One or more individuals, labor unions organizations, employers, employment agencies, partnerships, associations, creditors, corporations, cooperatives, legal representatives, government agency, trustee, owner, the City of Urbana, or any agent or representative or any of the foregoing.

Personal appearance. The outward appearance of any person, irrespective of sex, with regard to bodily condition or characteristics, such as weight, height, facial features, or other aspects of appearance. It shall not relate, however, to the requirement of cleanliness, uniforms, or prescribed attire, if and when such requirement is uniformly applied for admittance to a public accommodation or to employees in a business establishment for a reasonable business purpose.

Political affiliation. The state of belonging to or endorsing any political party or organization or taking part in any activities of a political nature.

Public accommodations. All places, businesses or individuals/persons offering goods, services or accommodations to the general public.

Real property. Any real estate, vacant land, building or structure, or any part thereof within the city limits of Urbana, Illinois.

Respondent. A person charged with a violation of a provision of this article.

Sex. The state of being or becoming male or female or transsexual, or pregnant, or the ability to become pregnant.

Sexual harassment. Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, housing, or access to public accommodations, (2) submission to or rejection of such conduct by an individual is used as the basis for decisions in employment, housing, or access to public accommodations affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment for working, housing, or use of public accommodations.

Sexual orientation. Male or female homosexuality, heterosexuality or bisexuality, by preference or practice.

Source of income. The point or form of the origination of legal gains of income accruing to a person in a stated period of time; from any occupation, profession or activity, from any contract, agreement or settlement, from federal, state or local payments, including Section 8 or any other rent subsidy or rent assistance program, from court ordered payments or from payments received as gifts, bequests, annuities or life insurance policies.

(Ord. No. 7879-92, § 1(3), 4-24-79; Ord. No. 9596-66, § 1, 1-22-96; Ord. No. 9798-49, § 1, 10-6-97; Ord. No. 2000-02-009, § 1, 2-7-00; Ord. No. 2021-01-003, § 3, 3-8-21)

Secs. 12-40—12-60. Reserved.

Created: 2023-09-29 08:04:49 [EST]

(Supp. No. 53)

- CODE OF ORDINANCES
Chapter 12 - HUMAN RIGHTS
ARTICLE III. - DISCRIMINATION
DIVISION 2. PROHIBITED PRACTICES

DIVISION 2. PROHIBITED PRACTICES

Sec. 12-61. Discrimination in opportunities, generally.

- (a) Every individual shall be afforded the opportunity to participate fully in the economic, cultural and intellectual life that is available in the city, which shall include but not be limited to opportunities in employment, housing, places of public accommodation and credit or commercial transactions.
- (b) It shall further be unlawful to discriminate in the provisions of any of the foregoing opportunities.
- (c) With respect to age, physical or mental disability, matriculation or source of income, it shall not be an unlawful practice to accord preferential treatment to any individual when such treatment is designed to promote the safety, health or welfare of such individuals because of their circumstances, relative to their age, physical or mental disability, matriculation or source of income, which would not normally allow them to enjoy, to the fullest extent, those benefits of our society which are generally available to others.

Notwithstanding the existence of separate or different programs or activities provided in accordance with this section, an individual shall not be denied the opportunity to participate in such programs or activities that are not separate or different.

(Ord. No. 7879-92, § 1(4), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97; Ord. No. 2021-01-003, § 4, 3-8-21)

Sec. 12-62. Employment.

- (a) *By an employer.* It shall be an unlawful practice for an employer to do any of the following acts for a reason based wholly or partially on discrimination:
 - (1) To fail or refuse to hire, to discharge or to accord adverse, unlawful and unequal treatment to any person with respect to ~~his/her~~ their application, hiring, training, compensation, tenure, upgrading, promotion, layoff or any other terms, conditions or privileges of employment;
 - (2) To limit, segregate or classify ~~his/her~~ their employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect ~~his/her~~ their status as an employee; provided, that an employer who is discriminating with respect to compensation shall not, in order to comply with the provisions of this section, reduce the wage rate of any employee;
 - (3) To engage in, permit, or tolerate sexual harassment.
- (b) *By an employment agency.* It shall be an unlawful practice for an employment agency to do any of the following acts for a reason based wholly or partially on discrimination:
 - (1) To fail or refuse to refer for employment any individual, or otherwise to discriminate against any individual in any way which would deprive or tend to deprive such individual of an employment opportunity;
 - (2) To engage in, permit, or tolerate sexual harassment.
- (c) *By an employer or employment agency.* It shall be an unlawful practice for an employer or employment agency to make or use a written or oral inquiry or form of application that elicits or attempts to elicit information for a reason based wholly or partially on discrimination; to make or keep a record of or disclose

- Formatted: Font color: Red, Strikethrough
- Formatted: Font color: Red
- Formatted: Underline
- Formatted: Font color: Red, Strikethrough
- Formatted: Font color: Red
- Formatted: Underline, Font color: Red
- Formatted: Font color: Red, Strikethrough
- Formatted: Font color: Red
- Formatted: Underline, Font color: Red

such information, except that the collection and reporting of such information shall not be unlawful if done for equal opportunity or affirmative action purposes pursuant to any local, state or federal government equal opportunity or affirmative action program.

(d) *By a labor organization.* It shall be an unlawful practice for a labor organization to do any of the following acts for a reason based wholly or partially on discrimination:

- (1) To exclude or to expel from its membership, or otherwise discriminate against any individual;
- (2) To limit, segregate or classify its membership;
- (3) To classify or fail or refuse to refer for employment any individual in any way which would deprive or tend to deprive such individual of an employment opportunity, or otherwise adversely affect ~~his/her~~ their status as an employee or an applicant for employment;
- (4) To engage in, permit, or tolerate sexual harassment.

Formatted: Font color: Red, Strikethrough

Formatted: Underline, Font color: Red

(e) *By an employer, employment agency or labor organization.* It shall be an unlawful practice for an employer, employment agency or labor organization to do any of the following acts for a reason based wholly or partially on discrimination:

- (1) To exclude any individual in admission to, or employment in, any program established to provide apprenticeship or other training or retraining, including an on-the-job training program;
- (2) To place or accept an order or request for referrals, to print or publish, or cause to be printed or published, any notice or advertisement, or use any publication form, relating to employment by such an employer, or to membership, or any classification or referral for employment by such a labor organization or employment agency, indicating any preference, limitation, specification or distinction based on discrimination.

(f) *Exceptions:*

- (1) It shall not be an unlawful practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as retirement, pension or insurance plan which is not a subterfuge to evade the purposes of this article, except that no such employee seniority system or benefit plan shall excuse the failure to hire any individual.
- (2) It shall not be an unlawful practice for a notice or advertisement to indicate a preference, limitation or specification where such factors are bona fide occupational qualifications necessary for employment. Nor shall it be unlawful for a person to request, accept an order for, refer or hire an individual based on such a preference, limitation or specification where such factors are bona fide occupational qualifications necessary for such employment.
- (3) It shall not be an unlawful practice for any person to develop a lawful affirmative action plan designed to overcome the effects of past discrimination and to take action not otherwise prohibited by this article or state or federal law to carry out any such affirmative action plan.

(Ord. No. 7879-92, § 1(5-10), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97)

Sec. 12-63. Public accommodations.

(a) *Generally.*

- (1) It shall be an unlawful practice to do any of the following acts wholly or partially for a reason based on discrimination: To deny, directly or indirectly, or charge a higher price than the regular rate, for the full and equal enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any place of public accommodation; to print, circulate, post, mail, or otherwise cause, directly or

Created: 2023-09-29 08:04:49 [EST]

(Supp. No. 53)

indirectly, to be published a statement, advertisement or sign which indicates that the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of any place of public accommodation will be refused, withheld from or denied an individual; or that an individual's patronage of, or presence at, a place of public accommodation is objectionable, unwelcome, unacceptable or undesirable.

It shall also be unlawful to fail to make reasonable modifications to policies, practices or procedures when such modifications are necessary to afford equal services or accommodations to individuals with disabilities; to fail to remove architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal may be readily achievable; to fail to take such steps as may be necessary to ensure that no individual with a disability is excluded, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services. A party providing goods or services to the public shall not be required to take any action under this section that would fundamentally alter the nature of such goods and services being offered or would result in an undue burden.

(b) *Credit transactions:*

- (1) It shall be an unlawful practice for any person to deny, refuse or restrict the amount or use of credit that is extended; or to impose different terms or conditions with respect to extensions of credit based on discrimination.
- (2) It shall be an unlawful practice for any person to refuse, upon the written request of an unsuccessful applicant for credit, to provide within a reasonable period of time such an applicant with a written statement explaining the reason(s) for the denial, refusal or restriction of the amount or use of credit.
- (3) It shall not be unlawful for any party to a credit transaction to consider the credit history of any individual applicant and to use accepted standards to determine an individual applicant's ability to fulfill the terms of the transaction if such methods are utilized in the same fashion to determine all applicant's eligibility for credit and are not designed to contravene, nor have the effect of contravening, the intent of this article.

(Ord. No. 7879-92, § 1(11, 12), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97; Ord. No. 2021-01-003, § 5, 3-8-21)

Sec. 12-64. Housing and commercial space.

(a) *Generally.* It shall be an unlawful practice to do any of the following acts for a reason wholly or partially based on discrimination:

- (1) To refuse to negotiate for, enter into, or perform any sale, exchange or lease of any real property; or to require different terms for such transaction or to represent falsely that an interest in real property is not available for inspection, purchase, sale, exchange, lease or occupancy when in fact it is so available.
- (2) To include in the terms or conditions of a transaction in real property, any clause, condition or restriction.
- (3) To refuse to lend money, guarantee a loan, accept a deed of trust or mortgage, or otherwise refuse to make funds available for the purchase, acquisition, construction, alteration, rehabilitation, repair or maintenance of real property; or impose different conditions on such financing; or refuse to provide title or other insurance, relating to the ownership or use of any interest in real property.
- (4) To refuse or restrict facilities, service, repairs or improvements for a tenant or lessee.
- (5) To make, print or publish, or to cause to be made, printed or published any notice, statement or advertisement, with respect to a transaction, or proposed transaction, in real property, or financing

Created: 2023-09-29 08:04:49 [EST]

(Supp. No. 53)

related thereto, which notice, statement or advertisement indicates or attempts to indicate any preference or limitation.

- (6) To discriminate in any financial transaction involving real property on account of the location of the residence or business, a practice commonly referred to as "red lining."
 - (7) To refuse examination of copies of any listing of real property.
 - (8) To enter into a listing agreement which prohibits the inspection, sale, exchange, lease or occupancy of real property.
 - (9) To act or undertake to act, in any capacity, in a transaction in which a person knows that a violation of this article has occurred or will occur.
 - (10) To purchase, sell, exchange, lease or occupy real property, or authorize and direct one in ~~his/her~~ their employment or on ~~his/her~~ their behalf to do so, or solicit another person to do so, for the specific reason and intention of preventing another person or persons from transacting the same.
 - (11) To refuse to negotiate for, enter into or perform any sale, exchange or lease of any real property because of discrimination against any party to the transaction, any member of the family of any such party, any person using or occupying or intending to use or occupy the real property or any person using or occupying any real property in the area in which such real property is located.
 - (12) To refuse to permit, at the expense of a person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before modifications to the extent necessary for future reasonable use of persons without disabilities, reasonable wear and tear excepted. The landlord may not increase for disabled persons any customarily required security deposit. Where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as a part of such a restoration agreement a provision requiring that the tenant pay a reasonable amount of money not to exceed that cost of the restoration. The landlord shall only collect restoration money for actual costs incurred in the restoration. The landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modification as well as reasonable assurances that the work will be done in a workman-like manner and that any required building permits will be obtained;
 - (13) To refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling.
- (b) *Blockbusting and steering.* It shall be an unlawful practice for any person, whether or not acting for monetary gain, directly or indirectly to engage in the practice of "blockbusting" or "steering", including, but not limited to, the committing of any one or more of the following acts:
- (1) To promote, induce, influence, or attempt to promote, induce or influence a transaction in real property through any representation, means or device whatsoever calculated to induce a person to discriminate or to engage in such transaction wholly or partially in response to discrimination, prejudice, fear or unrest adduced by such means, device or representation.
 - (2) To place a sign or display any other device either purporting to offer or tending to lead to the belief that an offer is being made for a transaction in real property that is not in fact available or offered for transaction, or which purports that any transaction in real property has occurred that in fact has not.

- Formatted: Font color: Red, Strikethrough
- Formatted: Font color: Red
- Formatted: Underline, Font color: Red
- Formatted: Font color: Red, Strikethrough
- Formatted: Font color: Red
- Formatted: Underline, Font color: Red

(3) To represent that a change has occurred, will occur or may occur with respect to the composition of the owners or occupants in any block, neighborhood or area in which real property, which is the subject of a real estate transaction, is located if such representation is based on discrimination.

(4) To represent that a change with respect to the composition of the owners or occupants in any block, neighborhood or area will result in a lowering of property values, in an increase in criminal or anti-social behavior, or in a decline in the quality of schools in such block, neighborhood or area if such representation is based on discrimination.

(c) *Signs, notices, publications.* It shall be an unlawful practice for any person to do any of the following acts for a reason wholly or partially based on discrimination:

(1) To post or erect or cause or permit any person to post or erect any sign or notice upon any real property, managed by or in the custody, care or control of such person, indicating an intent to sell or lease any real property in a manner that is unlawful under this article.

(2) To publish or circulate, or cause or permit any person to publish or circulate, a statement, advertisement or notice of an intention to sell or lease any real property in a manner that is unlawful under this article.

(d) *Exceptions:*

(1) Nothing in this article shall require the owner to offer real property to the public at large before selling, exchanging or leasing it, provided that the owner complies with all other provisions of this article.

(2) Nothing in this article shall be construed to apply to the rental or leasing of housing accommodations in that portion of a building in which the owner, or members of ~~his or her~~, the owner's family, occupy one of the living units and in which the owner-occupant anticipates the necessity of sharing a kitchen or bathroom with a prospective tenant, not related to the owner-occupant.

(3) The provisions of this article shall not be so construed as to prohibit a person from inquiring into and reporting upon the qualifications of any prospective buyer or tenant with respect to limitations or exclusions other than those based on discrimination.

(4) Nothing in this article is intended to prohibit any person from giving preference in renting or leasing housing, or any part thereof, to elderly and/or disabled persons, or both to elderly and to disabled when the building is either constructed or remodeled to make provision for the needs of elderly and/or disabled. Evidence of such provision includes but is not limited to, ramps; doorway provisions; bathroom equipment, such as shower seats; grab bars; hardware, such as door levers in place of doorknobs, adaptable kitchen appliances, and/or other services meeting the needs of its residents.

(Ord. No. 7879-92, § 1, (13-16), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97)

- Formatted: Font color: Red, Strikethrough
- Formatted: Font color: Red
- Formatted: Underline, Font color: Red
- Formatted: Font color: Red

Secs. 12-65—12-80. Reserved.

DIVISION 3. COMPLAINT PROCEDURES, INVESTIGATION AND MEDIATION

Sec. 12-81. Filing of complaints.

(a) Any individual who believes that ~~he or she has~~ they have been aggrieved by a violation of the provisions of this article may file a complaint with the commission or officer. An individual seeking compensatory damages must file a complaint with the human ~~relations~~ rights and equity officer. The officer shall keep records of all

complaints made to the ~~human relations office~~ office of human rights and equity, whether or not a formal complaint has been filed.

- (b) The officer may, in lieu of an individual complainant filing a written statement, on ~~his or her~~ the officer's initiative, file and process a written statement of alleged discrimination.
- (c) The complainant shall make a written statement that an unlawful practice has been committed, setting forth the facts upon which the complaint is based, and setting forth facts sufficient to enable the officer to identify the respondent. Such written statement shall be referred to herein as a "complaint."
- (d) All complaints shall be filed within ninety (90) days of the occurrence of the alleged violation, or ninety (90) days after the discovery thereof, but in no event shall a complaint be filed more than one (1) year after the occurrence of the violation.
- (e) Complaints filed may be voluntarily withdrawn at the request of the complainant at any time prior to the completion of the public hearing specified in section 12-84(b). The circumstances accompanying such withdrawal may be fully investigated by the officer or the commission.
- (f) The officer may investigate individual instances and patterns of conduct which the commission or officer feels are in violation of the provisions of this article, and may file complaints in connection therewith.

- Formatted: Font color: Red, Strikethrough
- Formatted: Underline, Font color: Red, Strikethrough
- Formatted: Underline, Font color: Red
- Formatted: Font color: Red

(Ord. No. 7879-92, § 1(17), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97; Ord. No. 2000-02-009, § 1, 2-7-00)

Sec. 12-82. Notice and response to complaint, preliminary investigation, initial determination.

- (a) The officer shall promptly investigate allegations of discrimination set forth in any complaint and shall furnish the respondent with a copy of said complaint by certified mail or personal service within seven (7) days of filing of the complaint.
 - (1) The respondent shall file a verified response to the allegations set forth in the complaint within twenty-eight (28) days of the date respondent receives the complaint. All allegations contained in the complaint not timely denied by the respondent shall be deemed admitted, unless the respondent states that it is without sufficient information to form a belief with respect to such allegation. The officer shall issue a notice of default directed to any respondent who fails to file a verified response to a complaint within twenty-eight (28) days of the date on which the complaint was received by the respondent, unless the respondent can demonstrate good cause as to why such notice should not be issued.
 - (2) The respondent shall, at the request of the officer, permit the officer to inspect and copy such records as may be relevant to the investigation. Should the respondent refuse to permit such inspection and copying, the commission may issue a subpoena for such records.
- (b) An initial determination in writing shall be made by the investigator, stating whether or not there is probable cause to believe that this article has been violated, and on what facts such determination is based. Notice of the initial determination shall be furnished to the respondent and complainant within forty-two (42) days of the date the respondent files its verified response to the complaint.
- (c) If the officer finds, with respect to any respondent, that the commission lacks jurisdiction or that probable cause does not exist, the officer shall issue and cause to be served on the respondent and the complainant an order dismissing the allegations of the complaint, along with a copy of this section explaining the complainant's right to appeal.
- (d) An order dismissing the allegations of the complaint for lack of jurisdiction or lack of probable cause may be appealed to the commission by the complainant within twenty-eight (28) days of the date on which the order was served, by mailing to the chair of the commission a written request for an informal public hearing.

Created: 2023-09-29 08:04:49 [EST]

(Supp. No. 53)

- (1) The chair shall appoint one (1) member of the commission and two (2) other persons familiar with this chapter to hear the appeal.
- (2) The informal hearing shall be held within twenty-eight (28) days of the date a written request is received by the chair of the commission.
- (3) Notice of the informal hearing date shall be served upon the complainant and the respondent no less than seven (7) days in advance of the hearing date.
- (4) The commissioner appointed to hear the appeal shall preside at the informal hearing at which time the officer will state the reasons for ~~his/her~~ their initial determination of no probable cause and the complainant will state ~~his/her~~ their objections to the determination. The respondent shall have the opportunity, but shall be under no obligation, to comment in support of the officer's determination.
- (e) After hearing from all parties, a decision shall be made by majority vote of the body hearing the appeal to either:
 - (1) Issue an order in concurrence with the officer's finding of no probable cause; or
 - (2) Issue an order determining probable cause, stating on what basis such determination is made. Notice of the order determining probable cause shall be served upon the respondent within seven (7) days, after which the officer shall attempt conciliation in accordance with the procedures set forth herein.

Formatted: Font color: Red, Strikethrough

Formatted: Underline, Font color: Red

Formatted: Font color: Red, Strikethrough

Formatted: Font color: Red

Formatted: Underline, Font color: Red

(Ord. No. 7879-92, § 1(18), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97; Ord. No. 2000-02-009, § 1, 2-7-00)

Sec. 12-83. Informal conciliation; follow-up proceedings; confidentiality.

- (a) In the event of a determination of probable cause, an attempt shall be made by informal methods of conference, conciliation and persuasion to eliminate the alleged discriminatory practice and to compensate the complainant for damages suffered as a result of the practice.
- (b) If the respondent and complainant agree to a conciliation agreement in writing, such written agreement shall be reported to the commission and the commission shall issue an order stating the terms of the agreement and furnish a copy of the order to the complainant and respondent.
- (c) At any time within one (1) year from the date of a conciliation agreement, the commission, or the officer at the request of the commission, shall investigate whether the terms of the agreement are being complied with by the respondent. Upon finding that the terms of the agreement are not being complied with by the respondent, the commission shall certify the matter to the city attorney for enforcement proceedings.
- (d) If the respondent and complainant do not agree to a written conciliation agreement within forty-two (42) days of the determination of probable cause, either party shall have the right to a public hearing of the complaint before the commission in accordance with the procedures set forth in section 12-84. Said public hearing shall commence within one hundred five (105) days of the date that a written request for a hearing is received by the chair of the commission.
- (e) Except for the terms of the conciliation agreement and any information presented at public meetings or hearings, neither the commission, the officer, nor any officer or employee thereof shall make public, without the written consent of the involved parties, information concerning the complaint.
- (f) Nothing in this article shall be so construed as to contravene, or attempt to contravene, the provisions or intent of the Illinois Open Meeting Law.

(Ord. No. 7879-92, § 1(19), 4-24-79; Ord. No. 2000-02-009, § 1, 2-7-00)

Sec. 12-84. Public hearing.

- (a) *Notice of hearing.* In case of failure of conciliation efforts, or in advance of such efforts, as determined by the officer, and after finding probable cause and after consulting and coordinating with the office of the city attorney, the officer shall cause to be issued and served in the name of the commission, a written notice of the time, date and place of hearing, together with a copy of the complaint, as the same may have been amended, requiring the respondent to answer the charges of such complaint at a public hearing; such hearing to be scheduled not less than thirty (30) days nor more than ninety (90) days after such service. Notice shall be served by registered or certified mail, return receipt requested, or by personal service.
- (b) *Conduct of hearing.*
- (1) After a complaint has been noticed for hearing, the commission shall conduct said hearing to make a determination concerning the complaint. The chair of the commission shall appoint a hearing officer, and the hearing officer shall rule on motions and all other matters and conduct the hearing according to rules as adopted by the commission. The city shall be responsible for paying the costs of such hearing officer provided that the city attorney has approved the form of the retention agreement form.
 - (2) The office of the city attorney or the officer shall present the city's case before the commission. Efforts at conciliation and reconciliation shall not be received into evidence.
 - (3) If the respondent fails to appear at the hearing after having been served with notice, the commission shall proceed with the hearing on the basis of the evidence in support of the complaint.
 - (4) The respondent may appear at the hearing with or without representation, may examine and cross-examine the witnesses and the complainant, and may offer evidence.
 - (5) At the conclusion of any hearing, the commission shall render a decision as to whether or not the respondent has engaged in an unlawful practice or has otherwise violated the provisions of this article. No such decision by the commission shall be by a vote of less than a majority of the commission members qualified to hear the case at the commencement of the hearing. If it is determined that a respondent has not engaged in an unlawful practice, the commission shall issue, and cause to be served on the respondent and the complainant, a decision and order dismissing the case. If it is determined that a respondent has engaged in an unlawful practice, the commission shall issue, and cause to be served on such respondent, a decision and order, accompanied by findings of fact and conclusions of law, requiring such respondent to cease and desist from such unlawful practice, and to take such action as in the judgement of the commission will carry out the purposes of this article. Such action may include, but shall not be limited to, the following acts on behalf of the complainant and other aggrieved individuals: Hiring, reinstating or upgrading, with or without back pay; restoring membership in any respondent labor organization, admitting to or allowing to participate in a program, apprenticeship training program, on-the-job training program or other occupational training or retraining program; the extension of full, equal and unsegregated accommodations, advantages, facilities and privileges; payment of compensatory damages; extending credit, referring for employment, selling, exchanging or leasing real property, or providing housing accommodations.
 - (6) Nothing in this article shall be construed as to permit back pay and/or compensatory damages to equal more than the actual monetary losses or costs incurred by the complainant(s) as a result of the discrimination by the respondent(s).

(Ord. No. 7879-92, § 1(20, 21), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97; Ord. No. 2003-03-033, § 1, 4-7-03)

Secs. 12-85—12-100. Reserved.

Created: 2023-09-29 08:04:50 [EST]

(Supp. No. 53)

- CODE OF ORDINANCES
 Chapter 12 - HUMAN RIGHTS
 ARTICLE III. - DISCRIMINATION
 DIVISION 4. ADMINISTRATION AND ENFORCEMENT

DIVISION 4. ADMINISTRATION AND ENFORCEMENT

Sec. 12-101. Fines.

Any person found in violation of any provision of this article by the commission, or in subsequent judicial proceedings in a court of law, shall be fined not more than five hundred dollars (\$500.00) for each violation.

(Ord. No. 7879-92, § 1(22), 4-24-79)

Sec. 12-102. Judicial review.

Any person suffering a legal wrong, or adversely affected or aggrieved by an order or decision of the commission in a matter, pursuant to the provisions of this article, is entitled to a judicial review thereof, upon filing a written petition for such a review with the circuit court of the Sixth Judicial Circuit or any court of competent jurisdiction.

(Ord. No. 7879-92, § 1(23), 4-24-79)

Sec. 12-103. Enforcement powers of commission; institution of civil proceedings.

- (a) The chair of the commission, or the acting chair in the absence of the chair, shall issue subpoenas at the instance of the commission or the investigator, or at the instance of a respondent or complainant to the proceedings, whenever necessary to compel the attendance of a witness or to require the production for examination of any books, payrolls, records, correspondence, documents, papers or other evidence in any investigation or hearing of a discrimination complaint.
- (b) If the commission determines that the respondent(s) have not, after thirty (30) calendar days following service of its order, corrected the unlawful practice and complied with this article, the commission shall certify the matter to the city attorney for enforcement proceedings.
- (c) The city attorney shall institute, in the name of the City of Urbana, civil proceedings, including the seeking of such restraining orders and temporary or permanent injunctions, as are necessary to obtain complete compliance with the commission's orders.

(Ord. No. 7879-92, § 1(24), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97)

Sec. 12-104. Compliance with article provisions.

- (a) It shall be an unlawful practice for any person to refuse to hire, to discharge, to evict from housing or commercial space, to refuse to negotiate for, sell, exchange or lease any real property or to include terms or conditions for such property, to harass, intimidate or in any other way retaliate or discriminate against, or interfere with any individual because ~~he/she has they have~~ made a complaint, testified or assisted in any proceeding under this article, whether on ~~his/her their~~ own behalf or for another individual, or because ~~he or she has they were have~~ told, objected to, or commented upon any policy, rule, action, or barrier to that which ~~he or she they~~ in good faith believes violates this article.

Formatted: Strikethrough

Formatted: Font color: Red, Strikethrough

- (b) It shall be an unlawful practice for any person to aid, abet, compel or coerce another person to commit an act which is unlawful under the provisions of this article, or to attempt to do so.

(Ord. No. 7879-92, § 1(25), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97)

Sec. 12-105. Exceptions.

- (a) Any practice or act of discrimination which would otherwise be prohibited by this article shall not be deemed unlawful if it can be established that such practice or act can be justified on the basis of being reasonably necessary to the normal operation of the business or enterprise. However, a "business necessity" exception shall not be justified by the factors of increased cost to business, business efficiency, the comparative or stereotypical characteristics of one group as opposed to another or the preferences of co-workers, employers' customers or any other person.
- (b) Nothing contained in the provisions of this article shall be construed to bar any religious or political organization from giving preference to persons of the same political or religious persuasion in the conducting of the said organizations' activities.
- (c) Nothing contained in the provisions of this article shall be considered to be discriminatory on the basis of age if the act occurs with respect to a person under the age of eighteen (18).
- (d) The provisions of this article shall not apply to other units of government, including the Federal government or any of its agencies, the State of Illinois and any other political subdivision, municipal corporation or their agencies.
- (e) The provisions of division 3 of this article shall not apply to the City of Urbana.

(Ord. No. 7879-92, § 1(26), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97; Ord. No. 2021-01-003, § 6, 3-8-21)

Sec. 12-106. Severability of provisions.

If any provision or part thereof of this article, or application thereof to any person or circumstance, is held invalid, the remainder of the article and the application of the provision, or part thereof, to other persons not similarly situated or to other circumstances shall not be affected thereby.

(Ord. No. 7879-92, § 1(27), 4-24-79)

Sec. 12-107. Posting of notice.

Every person subject to this article shall post and keep in a conspicuous location, where business or activity is customarily conducted or negotiated, a notice provided by the City of Urbana, whose form and language shall have been prepared by the officer setting forth excerpts from, or summaries of, the pertinent provisions of this article and information pertinent to the filing of a complaint.

(Ord. No. 7879-92, § 1(28), 4-24-79)

Sec. 12-108. Records and reports.

When a complaint has been filed against a person pursuant to this article, the respondent shall preserve all records which may be relevant to the charge or action until a final disposition of the charge. Such records shall include, but not be limited to, application forms submitted by applicants, sales and rental records, credit and

Created: 2023-09-29 08:04:50 [EST]

(Supp. No. 53)

reference reports, personnel records, and any other records pertaining to the status of an individual's enjoyment of the rights and privileges protected or granted under this article.

(Ord. No. 7879-92, § 1(29), 4-24-79; Ord. No. 9798-49, § 1, 10-6-97)

Secs. 12-109—12-117. Reserved.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER 12
(Human Rights Ordinance – Changing the Name of the Human
Relations Commission)**

WHEREAS, the City Council of the City of Urbana ("City Council") desires to amend the Urbana Human Rights Ordinance to change the name of the Human Relations Commission to the Human Rights Commission; and

WHEREAS, the current language of the Human Rights Ordinance and the name of the Human Relations Commission do not sufficiently describe the Commission's function and is potentially misunderstood by members of the public; and

WHEREAS, recent updates to the City of Urbana's offices reflect a shift towards a clearer emphasis on human rights and equity, with the Human Relations Office and Human Relations Officer being renamed to the Office of Human Rights and Equity and the Human Rights and Equity Officer; and

WHEREAS, this adjustment would align the Commission's title with the updated language of the Office of Human Rights and Equity, ensuring clarity and consistency without necessitating any changes to the existing acronym (HRC); and

WHEREAS, updating the name in City Code and other official documents will provide a concise and modern reflection of the Commission's mission, making it easier for residents and stakeholders to understand its role and purpose.

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

Section 1. Upon the effective date of this Ordinance, Chapter 12 of the Urbana City Code will be amended to conform with the changes indicated on the redlined version of the Ordinance attached hereto.

Section 2. This Ordinance shall become effective immediately upon its passage and approval as required by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2025.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2025.

Diane Wolfe Marlin, Mayor



MEMORANDUM FROM OFFICE OF HUMAN RIGHTS AND EQUITY TO THE URBANA CITY COUNCIL

Meeting: December 16, 2024 Committee of the Whole Meeting
Subject: An Ordinance Amending Urbana City Code Chapter 12 (Human Rights Ordinance – Changing the Name of the Human Relations Commission)

Summary

Action Requested

City Council is asked to approve the attached ordinance that would formally change the name of the Human Relations Commission to the Human Rights Commission in Chapter 12 of Urbana City Code (Human Rights Ordinance).

Brief Background

The Human Relations Commission and the Human Rights Ordinance were established by ordinance in 1975 to secure an end to unlawful discrimination within the City of Urbana, Illinois. On October 13, 2021, the Human Relations Commission, after due consideration and vote, found that the name of the Commission does not sufficiently describe the Commission’s function and is potentially misunderstood by members of the public.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Additional Background Information

Since 1975, the Human Relations Commission has worked to end unlawful discrimination within the City of Urbana, Illinois by enforcing the Human Rights Ordinance.

The Urbana Human Rights Ordinance seeks “...to secure an end, in the city, to unlawful discrimination, including, but not limited to, discrimination by reason of race, color, creed, class,

national origin, religion, sex, age, marital status, physical and mental disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record or source of income, or any other discrimination based upon categorizing or classifying a person rather than evaluating a person's unique qualifications relevant to an opportunity in housing, employment, credit or access to public accommodations.” (Chapter 12 of the City Code)

The recent updates to the City of Urbana’s offices reflect a shift towards a clearer emphasis on human rights and equity, with the Human Relations Office and Human Relations Officer being renamed to the Office of Human Rights and Equity and the Human Rights and Equity Officer, respectively. In light of these changes, it is both logical and beneficial for the Urbana Human Relations Commission to update its name to the "Human Rights Commission." This adjustment would align the Commission's title with the updated language of the Office of Human Rights and Equity, ensuring clarity and consistency without necessitating any changes to the existing acronym (HRC).

Updating the name in the City Code and other official documents will provide a concise and modern reflection of the Commission's mission, making it easier for residents and stakeholders to understand its role and purpose.

The proposed language changes to Chapter 12 also include changes to introduce gender neutral language as appropriate.

Recommendation

City Council is asked to approve formally changing the name of the Human Relations Commission to the Human Rights Commission and it is recommended that the Mayor and City Council amend the relevant sections of the City Code to reflect this name change.

Next Steps

If the attached ordinance is approved, staff will update Chapter 12 of Urbana City Code and related materials accordingly.

Attachments

1. Ordinance No. 2024-12-__: An Ordinance Amending Urbana City Code Chapter 12 (Human Rights Ordinance – Changing the Name of the Human Relations Commission)
2. Approved Minutes of the October 13, 2021 Human Relations Committee Meeting
3. Redline Copy of the Human Rights Ordinance

Originated by: Carla M. Boyd, Human Rights and Equity Officer

Approved: Carol J. Mitten, City Administrator

RESOLUTION NO. 2022-10-081R**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE
HOUSING AUTHORITY OF CHAMPAIGN COUNTY REGARDING
REDEVELOPMENT OF LIERMAN AND WASHINGTON AVE SITE**

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

WHEREAS, the City Council of the City of Urbana, Illinois has determined that execution of an intergovernmental agreement with the Housing Authority of Champaign County as it relates to redevelopment of the Lierman and Washington Ave sites is desirable and necessary to improve public safety and revitalize a distressed neighborhood.

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

Section 1. That an Intergovernmental Agreement pertaining to redevelopment of the Lierman and Washington Ave. sites between the City of Urbana and the Housing Authority of Champaign County, in substantially the same form as attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

PASSED by the City Council this 10th day of October, 2022.

AYES: Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

NAYS: None

ABSTAINS: None

Phyllis D. Clark
Phyllis D. Clark, City Clerk



APPROVED by the Mayor this 18th day of October, 2022.

Diane Wolfe Marlin
Diane Wolfe Marlin, Mayor

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF URBANA, ILLINOIS AND THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY, ILLINOIS

This INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF URBANA, ILLINOIS AND THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY, ILLINOIS (including any exhibits and attachments hereto, collectively this "Agreement"), is made and entered into as of October __, 2022, but actually executed as of the dates beneath their signatures set forth below by and between the City of Urbana and the Housing Authority of Champaign County (collectively, the "Parties").

WHEREAS, City of Urbana (hereafter, the "City") is a municipal corporation, a body politic, and a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Housing Authority of Champaign County (hereafter, the "Authority") was created by the Illinois State Legislature in 1939 to provide housing for low income individuals and families; and

WHEREAS, the Parties have an interest in the provision of quality affordable housing for very low and low income families as well as the overall economic health, well-being, quality of life, safety, and security within the City of Urbana generally including the Lierman neighborhood; and

WHEREAS, there existed in the City of Urbana a vacant lot on the southeast corner of Lierman and Washington; and

WHEREAS, there existed in the City of Urbana a multi-family residential property commonly referred to as the "Urbana Townhomes" site that consisted of a number of townhome buildings and that the said townhomes buildings were demolished because they presented a threat to the overall economic health, well-being, quality of life, safety, and security of the Lierman neighborhood within the City of Urbana, thereby leaving a vacant real estate parcel (collectively, the "Redevelopment Sites"); and

WHEREAS, Urbana currently owns the Redevelopment Sites; and

WHEREAS, the revitalization of the Redevelopment Sites is dependent in large part on a cooperative arrangement between the City, the Authority, and one or more third persons who wish to and/or intend to undertake any form of renovation of the Redevelopment Sites; and

WHEREAS, the City and the Authority seek to reinstitute and expand a prior intergovernmental agreement that, in part, provided for the redevelopment of the Urbana Townhomes site and now re-enter into an arrangement in order to promote, foster, and facilitate revitalization of the Redevelopment Sites that may include a private Development Partner who will assist the parties in undertaking the redevelopment of the Redevelopment Sites.

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

SECTION 1 - REDEVELOPMENT PLAN: The City and the Authority shall cooperate and work with one another in order to develop, design, create, and/or adopt a plan for the revitalization (collectively, hereafter, "Redevelopment Plan") of the Redevelopment Sites. The Parties shall contribute such expertise as each may possess in undertaking and creating the Redevelopment Plan. Such Redevelopment Plan is anticipated to consist of new construction on the Redevelopment Sites for the purpose of providing mixed income multi-family rental dwelling units. Nothing herein shall be deemed to prohibit the Parties from retaining the services of or entering into one or more agreements with one or more third persons to prepare and/or assist in the preparation of the Redevelopment Plan or any portion thereof. In the event the Parties elect to retain the services of one or more third persons to prepare or assist in the preparation of the Redevelopment Plan, no such third person shall be hired or otherwise be retained unless and until the Parties agree on the formula for paying for the services of such third person. Any such Redevelopment Plan shall provide that any private or public stormwater sewer system constructed on the Redevelopment Sites shall allow the owner of 1505 and 1507 East Washington Street, Urbana, Illinois to connect its private stormwater sewer system that serves said owner's three apartment buildings to such stormwater sewer system constructed on the Redevelopment Sites unless the City expressly and in writing waives this specific term and condition.

SECTION 2 - DEVELOPMENT AGREEMENT: The Parties jointly selected Northpointe Development to serve as the Development Partner in the Redevelopment Plan to be undertaken at the redevelopment sites. The Parties shall negotiate mutually acceptable terms of agreement with Northpointe for undertaking of the Affordable Housing project.

SECTION 3 - REDEVELOPMENT SITES: The City, in its sole discretion and on terms acceptable to the City, may elect to transfer title to the Redevelopment Sites to another person, whether a governmental entity, not-for-profit entity, for-profit entity, or other private person in order to undertake and complete the Redevelopment Project involving the Redevelopment Sites.

SECTION 4 - REDEVELOPMENT PLAN AND PROJECT FINANCING: The Parties anticipate that the Redevelopment Project will be financed through a variety of sources including but not necessarily limited to financial assistance from local, state, and federal sources, which include the City and the Authority. Such financing sources may include but shall not necessarily be limited to Low Income Housing Tax Credits, HUD financing, private investment, gifts, and such other sources that are known to and/or have yet to be identified by the Parties. Notwithstanding the foregoing,

- A. The City, at its sole election and upon terms and conditions agreeable to it, may -
- i. provide indirect financial assistance in connection with the Redevelopment Project including, but not necessarily limited to, waivers of fees, permit costs, and other applicable costs; and/or
 - ii. provide and/or facilitate the provision of such other funds as are or may be available to the City for such a project; and/or

iii. facilitate access to and use of funding sources available to the City that may be willing to fund or finance such a project, and/or

iv. subordinate any City lien and/or financing currently in place, including but not necessarily limited to secondary HOME financing and/or demolition liens as may be needed in order to secure additional funding or financing for the Redevelopment Project or portion thereof, provided that the units supported by such financing remain affordable as defined and through the terms stipulated in the HOME loan documents.

B. The Authority, at its sole election and upon terms and conditions agreeable to the Authority, may -

i. provide "gap" financing; and/or

ii. provide long-term project-based subsidies; and/or

iii. provide and/or facilitate the provision of such other funds as are or may be available to the Authority for such a project; and/or

iv. facilitate access to and use of funding sources available to the Authority that may be willing to fund or finance such a project.

Nothing herein shall constitute a representation, warranty, promise, or obligation by or on the part of the either Party to contribute that Party's own funds to the Redevelopment Project. However, notwithstanding the foregoing, the Parties, jointly and separately, shall undertake reasonable good faith efforts to locate sources of funding, which may include but not necessarily be limited to governmental and private sources of funding, to undertake and complete the Redevelopment Project.

SECTION 5 - APPLICABILITY OF CITY CODES: Nothing in this Agreement shall be deemed or construed as constituting a waiver of any City building, building maintenance, fire, life-safety, or other code, ordinance, rule, or regulation that may be applicable to or govern the Redevelopment Project other than the fees as the City may agree, but is not obligated, to waive as provided for in Section 4 of this Agreement. In the event that the Redevelopment Project is undertaken and completed, nothing in this Agreement shall be deemed or construed as constituting a waiver of any City building, building maintenance, fire, life-safety, or other code, ordinance, rule, or regulation that may be applicable to or govern the properties that have, heretofore, been identified as the Redevelopment Sites.

SECTION 6 - ANTICIPATED TIME FOR REDEVELOPMENT: To the extent practicable, the Parties shall make a reasonable good faith effort to complete such redevelopment funding applications as they deem proper in order to complete the Affordable Housing redevelopment project. To the reasonable extent practicable, the Parties shall make a good faith effort, whether jointly or in cooperation with one or more private developers, to undertake and complete the Redevelopment Project on or before December 31, 2024. In the event that the Parties make a reasonably good faith effort to meet the aforesaid deadlines but fail to do so, such failure

shall not be deemed to constitute a breach of or a default on this Agreement and the Parties shall continue to cooperate with each other in an effort to complete the Redevelopment Plan and Redevelopment Project in a reasonably timely manner.

SECTION 7 - DEFAULT AND CURE: In the event that either Party believes that the other Party has acted unreasonably or has defaulted in connection with any term, provision, or covenant contained in this Agreement, that Party shall give written notice to the other Party, which written notice shall identify the Section of this Agreement that the noticing Party believes has been breached. Such notice shall also specify in reasonable detail the means by which the other Party has acted unreasonably and/or breached this Agreement. The Party receiving the notice shall have fourteen (14) days in which to cure the alleged unreasonable conduct or breach, provide a different date by which the Party receiving the notice believes it can correct the unreasonable act or default, or provide in writing to the noticing Party why the recipient of the notice has not acted unreasonably or in breach of this Agreement. If the recipient of the notice believes that it has not acted unreasonably or otherwise in breach of this Agreement, that Party shall specify in detail why it believes it has acted reasonably and/or why it does not believe that it is in breach of this Agreement. In the event that the Parties cannot reach consensus on whether the recipient of the notice has either acted unreasonably or breached this Agreement, then either Party may terminate this Agreement by providing written notice to the other Party that advises that the Agreement shall be deemed terminated on the ninetieth (90th) day of the date of such notice of termination.

SECTION 8 - MISCELLANEOUS:

A. **Indemnity:** Each Party agrees to defend and hold harmless the other Party and its officers, agents, and employees from and for any and all losses, costs, expenses, demands, claims, causes, causes of action, judgments, and liabilities sustained and/or alleged to have been sustained in connection with, as a result of, and/or arising out of the intentional, willful, wanton, or gross negligence of the other Party in connection with the performance or undertaking of any obligation provided for in this Agreement. Nothing herein shall be deemed, interpreted, or construed as constituting and or extending any indemnity, hold harmless, or duty to defend covenant to the intentional, willful, wanton, grossly negligent, or negligent acts of any third person unless one or both Parties to this Agreement otherwise agree in writing to indemnify and/or hold harmless such other third person. This indemnity, hold harmless, and duty to defend provision shall not expire until the statute of limitations, including any tolling period therefor, expires. In the event either Party to this Agreement seeks or elects to invoke the indemnity, hold harmless, and/or duty to defend provision contained herein, such Party shall provide the other Party with written notice of such intent to exercise this Sub-Section and such notice shall provide such information as is necessary to inform or otherwise apprise the recipient of such notice of the basis and reason for seeking to exercise the terms, provisions and covenants contained in this Sub-section.

B. **Notices:** Any and all notices required to be given by this Agreement shall be given in the following means and any such notice shall be deemed effective as hereinafter provided:

- i. If by First Class U.S. Postal Service: Any and all notices sent by U.S. Postal Service shall be sent via First Class mail, registered, or certified mail with return

receipt requested. If any notice is placed in a properly addressed and stamped envelope, such notice shall be deemed effective five (5) business days after the date of placement with the U.S. Postal Service.

~~ii. If by facsimile transmission: Any and all notices sent by facsimile transmission shall be deemed effective the day after the date of transmission but only if the sending fax machine provides a written acknowledgement that the transmission was properly sent to the recipient Party's facsimile telephone number and received by the recipient Party's fax machine. If any one of the immediate-afore-stated conditions is not met, the notice shall be deemed ineffective.~~

iii. If sent by overnight courier service: Any and all notices sent by overnight courier service shall be deemed effective the date after delivery of such notice but only if the said courier service provides or otherwise makes available tracking of the delivery of such notice, which tracking shall include the date and time when such delivery to the recipient Party was made.

iv. If by personal service: Any and all notices that are personally served on the recipient Party shall be deemed effective the day after delivery is made but only if the person delivering any such notice executes an affidavit that states the date when such personal delivery was made.

C. **Record Keeping:** The Parties agree to keep and maintain any and all records and documents created in connection with the creation of the Redevelopment Plan and any undertaking of the Redevelopment Project. Such records shall be kept and maintained in accordance with the State Records Act (5 ILCS 160/1 *et seq.*).

D. **Severability:** If any term or other provision of this Agreement is declared by a court or administrative agency of competent jurisdiction to be invalid, illegal, or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of these transactions contemplated hereby is not affected in any manner materially adverse to either Party. Notwithstanding the immediate foregoing, if in any such proceeding, one Party's performance under this Agreement is declared to be unenforceable by the other Party, then this Agreement shall be deemed to automatically terminate with such termination date to be effective on the date when such declaration, finding, order, or decree is entered.

E. **Entirety of Agreement:** This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understanding between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled.

F. **Amendment or Modification:** This Agreement may not be amended or modified except by an instrument in writing signed by both Parties.

G. **Waiver:** Any waiver or release by one Party of the other Party of any term, condition or covenant contained in this Agreement shall be deemed effective only if such waiver is contained in a writing signed by the Party granting such waiver. Any such waiver shall not be deemed, construed, or interpreted as a waiver or release of any other term, condition or covenant contained in this Agreement.

H. Execution in Counterparts: This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

I. Governing Law and Jurisdiction: The laws of the State of Illinois shall apply to any construction, interpretation, enforcement, or action for breach of this Agreement. In the event that any action is filed which seeks to interpret, enforce, or declare breach of this Agreement, any such action shall be filed and maintained in the Sixth Judicial Circuit of the Circuit Court, Champaign County, Illinois.

J. Representations and Warranties of Authority to Execute: The Parties represent and warrant that the person executing this Agreement on the respective Party's behalf is duly authorized to do so.

K. Termination and Expiration of Agreement: This Agreement shall terminate upon the occurrence of any one of the following:

- i. Completion of the Redevelopment Project as substantially provided for in such Redevelopment Plan or any amendment thereto.
- ii. After a reasonable good faith effort has been undertaken by the Parties to undertake the Redevelopment Project in accordance therewith but without success and upon written notice of one Party to the other Party to such effect.
- iii. Upon the Parties' failure, following reasonable good faith efforts, to obtain the necessary participation and financing by one or more third persons to undertake the Redevelopment Project.
- iv. Upon mutual agreement of the Parties which Agreement shall be in writing whether for cause or without cause.
- v. Upon a breach or default of this Agreement where the non-breaching or non-defaulting Party declares in writing that this Agreement shall be terminated as of a date provided in such notice of breach or notice of default.

For the City of Urbana:

By: Aiane Wolfe Marlin

Its: Mayor

Attest: Phyllis D. Clark

Date: 10/19/2022

For the Housing Authority of Champaign County:

By: Ruby K. Walton

Its: Executive Director

Attest: Dea Tree

Date: 1/17/2023

Exhibit A
Affordable Housing Project
Project Description

Prairie Ridge Apartments include:

- **At least 40 units of affordable housing targeting families earning between 30 – 80% of County Median Income**
- **Emphasis on a low-density design including a two-story apartment building with walk-out units and cottage-style ranch townhome buildings**
- **Community amenity space such as a playground and small-scale community garden**
- **A potential partnership between Northpointe Development and the Housing Authority with the Housing Authority serving as the 51% owner of the development**
- **Increasing the city's tax base through the redevelopment of a community garden and an underutilized city-owned lot**

Potential Extension of the IGA Between Urbana & Housing Authority of Champaign County

Washington & Lierman Avenues



Community Development Services Department
Grants Division

Background

- Resolution 2022-10-081R passed by Council on October 10, 2022.
- New construction of mixed-income, multi-family units on Washington/Lierman site.
- IGA expired December 31, 2024.

Activities To-Date

- Held neighborhood meeting on December 1, 2022.
- Partnered with Northpoint Development in 2023 to apply for low-income housing tax credits from IHDA.
- City staff, Housing Authority, and RPC meet regularly to discuss progress.
- Architecture firm contracted to develop proof of concept.

Overview

- Investing in high-quality affordable housing and services on city owned lots will further important affordable housing goals.
- Locally, lack of housing options for households at or below 50% AMI.

Redevelopment Site

- City-owned lots.
- Washington lot purchased “to support the city’s affordable housing projects” (Ordinance 2012-01-006).
- Lierman lot donated to city. Former site of affordable housing (Ordinance 2012-12-108).



Redevelopment Site

1603 E. Washington St.

- Square footage: 43,217.72
- Acreage: 0.99

1001 S. Lierman Ave.

- Square footage: 153,539.70
- Acreage: 3.52

Next Steps

- Continue to work with local stakeholders to develop affordable housing at the site.
- Ongoing evaluation of need.
- Potential need for new IGA in the future as project progresses.



CITY OF URBANA

FY2025-RFP-097

ALTERNATIVE RESPONSE TASK FORCE FACILITATOR

City of Urbana

400 South Vine Street

Urbana, IL 61801

RELEASE DATE: January 1, 2025

DEADLINE FOR QUESTIONS: January 22, 2025

RESPONSE DEADLINE: January 29, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/urbanaininois>

City of Urbana
Alternative Response Task Force Facilitator

- I. Advertisement of Legal Notice
- II. Introduction
- III. Instructions
- IV. Scope of Work ("Work").....
- V. Proposal Content and Format Requirements.....
- VI. Vendor Submittals & Confirmations.....
- VII. Selection Process
- VIII. Evaluation Criteria
- IX. Insurance Requirements.....
- X. Standard Terms & Conditions.....

1. Advertisement of Legal Notice

City of Urbana
Executive Department

REQUEST FOR PROPOSAL (RFP):

The City of Urbana will receive proposals for the following:

Alternative Response Task Force Facilitator

The City of Urbana is seeking a consultant who can facilitate a multi-agency task force discussion on alternative public safety response models. The task force will conclude with a report on the potential feasibility of alternative public safety responses in the City of Urbana, IL.

Proposals are required to be submitted via the City of Urbana's Procurement Portal at <https://procurement.opengov.com/portal/urbanaininois/projects/132217> until 5:00 pm on Wednesday, January 29, 2025. RFP instructions and selection procedures may also be obtained from the City of Urbana's Procurement Portal.

William Kolschowsky
Assistant to the City Administrator / Senior Management Analyst
City of Urbana

Publication Date: Wednesday, January 1, 2025

2. Introduction

2.1. Summary

The City is seeking a consultant who can facilitate discussion and guide a newly created Alternative Response Task Force that is tasked with developing an alternative response model to certain public safety calls for service for the purposes of improving public safety, health, and well being. The Facilitator will lead the task force in having candid and productive conversations about appropriate calls types to consider, organization skills and capacity, program sustainability, implementation hurdles, and other keys issues concerning the development of an alternative response model. The facilitator will: 1) Develop meeting agendas, 2) Facilitate discussion covering key topic areas and manage time and disagreement, 3) Take notes and provide summaries of conversations and meetings, 4) Author a final report

The goal of the Alternative Response Task Force is to identify public safety calls for service that could feasibly be handled by a responder other than traditional police patrol officers or fire fighters. The Task Force should explore and describe the structure of such a model and determine its feasibility. When developing an alternative response model, feasibility will be determined based off of: 1) Scope of work (type of calls, and number), 2) agency availability (existence/commitment/desire), 3) resources required (City and outside agency resources needed, including staffing, equipment and financial), 4) deployment framework (how would agency, City, dispatch need to interact).

2.2. Background

The City recently undertook a comprehensive study of its public safety model. This study includes a staffing study for police and fire and an essential calls for service evaluation report that began to look at non-violent and non-criminal calls that could be rerouted to an alternative response model. The City is ready to engage in the next phase of the process of developing an alternative response model, working with our local service providers and partners. To this end, the City has invited 18 local agencies and departments to participate in an Alternative Response Task Force. The City desires a participatory process that is transparent and open to the public.

2.3. Timeline

Project Publish Date	January 1, 2025
Pre-Proposal Meeting (Non-Mandatory)	January 15, 2025, 12:00pm https://v.ringcentral.com/join/957772413?pw=7dfe1e280d0a0620047477ecf2f86b40 Meeting ID: 957772413 Password: BWkrWxfuDf
Question Submission Deadline	January 22, 2025, 5:00pm

Proposal Submission Deadline	January 29, 2025, 5:00pm
-------------------------------------	--------------------------

3. Instructions

3.1. Submission

All submittals shall be provided in the format requested in a direct and concise manner. Submittals are required to be submitted via the [City's e-Procurement Portal](#) by the date/time prescribed in this request. Any submittals received after the date and time specified in the request shall not be considered and will not be opened. It is the responsibility of the prospective vendors to ensure their submittal is complete in accordance with the requirements of this request in the [City's e-Procurement Portal](#), by the specified time and date. Submittals received after the time and date will not be accepted.

3.2. Pre-Submittal Meeting

An **optional pre-submittal meeting** will be held on Wednesday, January 15, 2025 at 12:00 pm at <https://v.ringcentral.com/join/957772413?pw=7dfe1e280d0a0620047477ecf2f86b40> Meeting ID: 957772413 Password: BWkrWxfuDf. Attendance is not required but is highly encouraged.

3.3. Definitions

- A. The term "City" refers to the City of Urbana except when a request is issued by the Urbana Free Library, in which case it shall mean "City of Urbana on behalf of the Urbana Free Library"
- B. A prospective Contracting Agency will be referred to as the "Vendor", "Bidder", "Contractor", "Respondent", "You", or "Consultant."
- C. "Request", "Invitation", or "Solicitation" shall refer to this document that specifies the goods/services sought by the City.
- D. "Proposal", "Response", or "Bid" shall refer to all proposals, bids, quotes, and/or qualifications submitted in response to the request or invitation.
- E. "Time" shall refer to all time limits designated as days within these documents and shall be interpreted to mean calendar days unless otherwise specified.
- F. A "Calendar Day" is every day on the calendar.

3.4. Public Records and Requests for Confidential Treatment

- A. Proposals become the property of the City and, along with late submissions, will not be returned to the proposing party. Your proposal will be open to the public under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that City treat certain information as exempt.
- B. A request for confidential treatment will not supersede the City's legal obligations under FOIA. The City will not honor requests to exempt entire proposals, and it shall be your responsibility as the proposing party to show the specific grounds under FOIA or other law or rule that support exempt treatment. Regardless the application of any exemptions pursuant to FOIA or other law or rule, the City shall disclose the successful proposer's name, the substance of the proposal, and the price.
- C. If you request exempt treatment of portion(s) of your proposal, you must submit an additional copy of your proposal with such exempt information redacted. This copy must state the general nature of the material redacted and shall retain as much of the proposal as possible. You, the proposing party,

shall be responsible for any costs associated with the City's defense of your request for exempt treatment.

- D. Further, you agree to allow the City to facilitate evaluation, or to respond to requests for public records. Additionally, you warrant that the copy or duplication of your proposal pursuant to a request for public records will not violate the rights of any third party.
- E. Any restriction on the use of proprietary information contained within a proposal shall be clearly stated as such within the proposal. The City will only be able to comply with a request for confidentiality to the extent allowed by law.

3.5. Responsibilities of Respondent

- A. It shall be the responsibility of each Respondent to be fully familiar with the instructional, technical, legal, and other requirements or conditions contained in and included with this Request and any associated addenda. No plea of error or ignorance by a Respondent regarding this information shall be accepted.
- B. Should a Respondent find discrepancies or omissions in the specifications or other contract documents or be in doubt as to the meaning of any specification or term, the Respondent shall notify the City at least two (2) business days prior to the deadline for submission.
- C. The Contractor shall indicate in its submittal whether subcontractors may be used for any portion of the work and, if so, furnish a written list of all proposed subcontractors and the nature of the Work being provided.
- D. The successful Respondent shall be capable of providing any additional documentation required (typically any required insurance certificates or bonds) and an executed contract in an approved form within fifteen (15) days from the date of the Notice of Award.

3.6. Questions

All questions pertaining to this request shall be submitted in writing through the OpenGov Procurement Question & Answer Tab via the [City's e-Procurement Portal](#) until the date/time prescribed in this request. Please include the section title for each question, if applicable, in order to ensure that the questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to bidders/consultants following this solicitation on the [City's e-Procurement Portal](#).

3.7. Addenda

Any addenda shall be posted on the [City's e-Procurement Portal](#). Addenda notifications will be emailed to all persons on record as following this procurement. Failure of any Bidder/Consultant to receive any such addenda or interpretation shall not relieve such Bidder/Consultant from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

3.8. Withdrawal of Bid/Proposal

Bids/Proposals may be withdrawn through the [City's e-Procurement Portal](#); the responding firm may "unsubmit" their Bid/Proposal in OpenGov Procurement prior to the submission deadline. After withdrawing a previously submitted Bid/Proposal, the responding firm may submit another Bid/Proposal at any time prior to the submittal deadline. All Proposals submitted in response to this Request shall be irrevocable for a period of ninety (90) days after the Proposal's due date and may not be withdrawn by the

Vendor during this period. After such time has elapsed, the Vendor may withdraw the Proposal if it has not been selected prior to the request to withdraw. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of Bids/Proposals following the submittal deadline, or to cancel awards or contracts based on Bid/Proposal mistakes, will be submitted in writing and will be supported by a written determination made by the City procurement contact.

3.9. [City's Rights Reserved](#)

The City reserves the right to reject any and all submittals, or any part thereof, and to waive any technicalities or informalities deemed to be in the best interests of the City. Any such decision shall be considered final. The City may request additional information and/or conduct interviews/discussions with any Respondent who submits an acceptable or potentially acceptable submittal to verify they are a responsible bidder. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of submittals. During the course of such discussions, the City shall not disclose any information derived from one proposal to any other Respondent. The City reserves the right to negotiate final specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this solicitation. The City may require the solicitation and the Respondent's submittal be incorporated in full or in part as Contract Documents. This implies that the solicitation and all responses, supplemental information, and other submissions provided by the Respondent during discussions or negotiations may be held by the City as contractually binding on the successful respondent. When the City determines a Respondent's submittal to be unacceptable, such respondent shall not be afforded an additional opportunity to supplement its submittal. The City will not be liable in any way for any costs incurred by Respondents in replying to this solicitation.

3.10. [No Bid](#)

Anyone who is not submitting a proposal for the work but wishes to receive final tabulations or award information should "Follow" the project to receive automated notifications pertaining to this solicitation.

4. Scope of Work ("Work")

4.1. General Responsibilities

The City is seeking a consultant who can facilitate discussion and guide a newly created Alternative Response Task Force that is tasked with developing an alternative response model to certain public safety calls for service for the purposes of improving public safety, health, and well being. The Facilitator will lead the task force in having candid and productive conversations about appropriate calls types to consider, organization skills and capacity, program sustainability, implementation hurdles and other keys issues concerning the development of an alternative response model. The facilitator will: 1) Develop meeting agendas, 2) Facilitate discussion covering key topic areas and manage time and disagreement, 3) Take notes and provide summaries of conversations and meetings, 4) Author a final report as described below.

The goal of the Alternative Response Task Force is to identify public safety calls for service that could feasibly be handled by a responder other than traditional police patrol officers or firefighters. When developing an alternative response model, feasibility will be determined based off of: 1) Scope of work (type of calls, and number), 2) agency availability (existence/commitment/desire), 3) resources required (City and outside agency resources needed, including staffing, equipment and financial), 4) deployment framework (how would agency, City, dispatch need to interact).

4.2. Facilitator Tasks and Deliverables

The Facilitator is expected to conduct the following activities to deliver the identified deliverables:

Pre-Task Force Meetings: In order to develop a more robust understanding of the City and community expectations the Facilitator should perform the follow activities.

- Review the recently completed "Public Safety Services Operational Review & Assessment" and "Key Staffing and Operations Review for City of Urbana" attached to this RFP.
- Conduct one focus group discussion with the Urbana City Council (on-site).
- Hold additional discussion with the City project management team as necessary.
- Create and distribute an online/electronic survey to Alternative Response Task Force members.

Deliverables

- Meeting Plan that describes specific dates of the meetings, agenda topic items, roles, facilitation techniques, techniques for documenting feedback, etc.

Alternative Response Task Force Meetings

- Conduct Alternative Response Task Force meetings.
 - Proposals should contemplate 12 hours total for the task force meetings. At the discretion of the Facilitator and Task Force, the time, duration, and number of meetings may vary.
 - Meetings of the Task Force must be conducted in a manner consistent with the Illinois Open Meetings Act requirements, such as publishing a meeting agenda, taking minutes, being open to the public, and providing for public input. Meetings will be held in person and will be video recorded and made available for public viewing.

- May conduct breakout sessions with service providers between Task Force meetings to gather more specific, or confidential, information (breakout meetings up to four Task Force members may be remote and confidential).
 - Generalized summary of breakouts must be provided at subsequent Task Force meetings.

Deliverables

- Final Report of the Alternative Response Task Force, that summarizes discussion, describes the feasibility (using the determining factors listed above) of alternative responses to certain calls for service and outlines the design of one or more alternative response models.
- Summary of findings to be presented at an Urbana City Council meeting.
- Two community meetings to present summary and solicit community feedback that will be hosted by the Facilitator.

4.3. [Resources Provided to the Facilitator](#)

In addition to having representatives on the Task Force the City will also dedicate staff to the project to assist the Facilitator and Alternative Response Task Force in meeting the project objectives.

The City shall provide and meet the following responsibilities:

1. Provide a point of contact (City Project Manager)
2. Identify a Project Team consisting of City elected and public safety leadership
3. City Project Manager, and the Project Team, shall assist with planning, strategy, and objectives prior to performance of the Work and respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.
4. The City will secure a meeting space for all the Task Force meetings and ensure basic support services are provided.
5. The City Clerk will ensure meetings are noticed and advertised appropriately and will produce the official minutes of each meeting of the Task Force.

4.4. [About the Task Force](#)

The Alternative Response Task Force is comprised of 18 service providers, City departments, governmental partners, and other key stakeholders. Alternative Response Task Force members are expected to attend the meetings and provide information about their organization's ability to participate in a new alternative response model, and what financial operational, or organization requirements would need to be met in order for their participation to be feasible.

5. Proposal Content and Format Requirements

The respondents shall submit a copy of their Proposal for the project. Each copy shall include the information outlined below:

- A. **Company Description:** A brief description of the company along with any proposed subcontractors, if applicable.
- B. **Understanding:** A brief discussion of your understanding of the goods/services being requested.
- C. **Approach:** Discuss how your company will approach delivery of requested goods/services.
- D. **Experience & References:** Provide a summary of your experience along with three (3) applicable references to whom you've provided similar goods or services to those that are being requested. References should be from clients from within the last five (5) years.
- E. **Team:** Identify key staff that will be assigned to provide the goods/services along with applicable experience.
- F. **Cost:** Proposals should include the estimated total cost to provide the services requested. Costs should be delineated by phase and/or deliverable. Hourly rates, travel expenses, or other costs should be specified to the extent applicable.

Companies may include any other considerations and information they believe to be related and relevant provided their proposal does not exceed any prescribed page limits. However, please submit succinct and structured documentation that is responsive to what is being requested. Extraneous marketing materials should not be included with the submittal.

Page Number Limit: 30

6. Vendor Submittals & Confirmations

6.1. Confirmation of Understanding & Authorization*

By confirming, vendor is certifying that they have read and understand the provisions of this procurement and are authorized to submit response on behalf of the company.

Please confirm

*Response required

6.2. Proposal*

*Response required

6.3. Would you be utilizing subcontractors for this project?

Yes

No

When equals "Yes"

6.3.1. Subcontractor(s) Information*

Please include the following for each subcontractor:

- Name
- Phone Number
- Email
- Type of Work Being Performed

*Response required

6.4. W-9*

*Response required

6.5. Vendor Representations and Additional Duties Form

6.5.1. Does the vendor agree to the following?*

The Vendor agrees that following representations and additional duties are a material part of the contract.

The vendor, having been duly sworn under oath, certifies and agrees as follows:

- A. None of the Vendor or its partners, officers, owners, employees, or agents have been barred from contracting with a unit of State or local government in the past five years as a result of a conviction for bid rigging, in violation of 720 ILCS 5/33E-3 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
- B. None of the Vendor or its partners, officers, owners, employees, or agents have ever been barred from contracting with a unit of State or local government as a result of a conviction for bid rotating, in violation of 720 ILCS 5/33E-4 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
- C. If the Vendor holds any elected or appointed office under the laws or Constitution of this State, the Vendor is in compliance with the Public Officer Prohibited Activities Act. 50 ILCS 105/3.

-
- D. The Vendor is not a municipal officer with a prohibited financial interest in this contract, directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in accordance with 65 ILCS 5/3.1-55-10.
- E. If the Vendor employs commercial motor vehicle operators, the Vendor is in compliance with the Federal Highway Administration rules for controlled substances and alcohol use and testing. 49 CFR Parts 40 and 382.
- F. During the term of this contract, the Vendor shall comply with (a) Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City; (B) the Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and (C) Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 et seq., including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- G. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor has filed with the City and made available to the general public a copy of the Vendor's written substance abuse prevention program, which meets or exceeds the requirements of 820 ILCS 265/15.
- H. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor shall use United States produced steel products, in compliance with 30 ILCS 565/4.
- I. If this contract involves the construction, addition to, or alteration of public works, the Vendor shall employ laborers in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).
- J. The Vendor shall comply with all applicable provisions of the Prevailing Wage Act, which requires the payment of the prevailing rate of wage to all laborers, workers, and mechanics employed by or on behalf of a public body in the construction, demolition, maintenance, or repair of public works. 820 ILCS 130/0.01 et seq. The prevailing wage rates are established and revised by the Department of Labor and are available at www.state.il.us/agency/idol/rates/rates.htm.
- K. The Vendor shall obtain from all subcontractors to be used in the performance of this contract a sworn statement agreeing to the representations and additional duties contained on this document. The Vendor shall maintain the sworn statements on file for the duration of this contract and shall promptly provide them to the City upon request. If a subcontractor is or becomes ineligible for a contract with the City, the Vendor promptly shall terminate its subcontract upon the City's request. The Vendor shall include adequate provisions in all subcontracts to allow it to terminate such subcontracts as required herein.

The representations contained on this document are true, complete, and correct in all respects. The representations contained herein are continuing. If any such representation is no longer true or correct, the Vendor promptly shall notify the City in writing.

- Yes
 No

*Response required

When equals "No"

*6.5.2. If you disagree with a statement, please state the statement and explain why. **

*Response required

*6.5.3. Please select one statement, in accordance with 65 ILCS 5/11-42.1-1**

The Vendor is not delinquent in the payment of any tax administered by the Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax.

The Vendor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.

*Response required

*6.5.4. Does this response have any proprietary information?**

Refer to Public Records and Requests for Confidential Treatment under [Instructions](#).

Yes

No

*Response required

When equals "Yes"

*6.5.5. Upload Redacted Response**

*Response required

When equals "No"

*6.5.6. Acknowledgment of FOIA Requests**

By confirming, the vendor understands that the submittal is subject to FOIA and the City is required to share information that is subject to FOIA requirements.

Please confirm

*Response required

7. Selection Process

7.1. General

- A. Awards shall only be made to Vendors deemed responsible with fully responsive submittals.
- B. Should an awarded vendor be incapable of meeting any conditional award provisions, City may make an award to the next ranked vendor.
- C. If an award is not made within 90 days after unsealing submittals, Respondent may request a withdrawal of their submittal without penalty.

7.2. Best Value

- A. If an award is made, it shall be to the submittal that offers the best overall value as determined by a City evaluation team.
- B. If deemed necessary, City may opt to conduct subsequent interviews with any respondents they deem necessary.

7.3. Timeline and Budget

- A. The City expects to complete its initial review two weeks post-submittal opening. Interviews, if conducted would be planned for two weeks after the initial review (four weeks total).
- B. The City would seek to finalize contract negotiation and selection within four weeks of a conditional award.
- C. The City has \$55,100 allocated specifically for the scope of work. The City has additional funds reserved for Alternative Response Task Force implementation that may be utilized if the requirements of the requested scope of work exceed the current allocated amount.

8. Evaluation Criteria

Proposals will be reviewed by the City’s evaluation team with individual and aggregate scoring to be informative, not determinate. Ultimately, evaluation team will make a recommendation for award based on scoring and deliberation of the group.

8.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Content, understanding, and approach of the scope of work requested.</p> <p>Respondents should display a clear understanding of the project and describe their ability to complete tasks and deliverables. Respondents should demonstrate a willingness to be collaborative and have open minded approach to the outcomes of the Task Force.</p>	N/A	N/A
2.	<p>Qualifications and experience of the responding firm and the staff assigned to this project.</p> <p>Responding firms and assigned staff should demonstrate experience in consulting and facilitation services. A minimum of 3 years experience in consultation and facilitation services is desired.</p>	N/A	N/A
3.	<p>Understanding of Public Safety, Government Processes, Intergovernmental Agreements, and social service providers.</p> <p>Respondents should indicate their familiarity of public safety practices, social service providers, and the unique capabilities and restrictions of local government. Specific experience working with police, fire, and other municipal services should be identified.</p>	N/A	N/A
4.	<p>Cost effectiveness of the Proposal.</p> <p>Respondents should indicate the cost of the Proposal and their ability to complete the project.</p>	N/A	N/A

8.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Interviews (Tentative)</p> <p>At the City's discretion, the City may conduct an additional round of interviews with one or more responding firms.</p>	Pass / Fail	1 <i>(100% of Total)</i>

9. Insurance Requirements

Insurance Vendor and its subcontractors (Vendors) shall maintain the insurance coverages stated below during the term of this contract and shall provide evidence of such coverage to City’s representative upon request. Insurance must be placed with companies with an A.M. Best rating of A- VIII or better and will be maintained for the duration of the project or the term for which services will be rendered.

Failure of the City to obtain Certificate(s) or other evidence of insurance from Vendors shall not be deemed a waiver of these insurance requirements. Vendor shall ensure all subcontractors maintain insurance as required herein and will make proof of such insurance available to City upon request. Vendors’ failure to comply with the insurance requirements constitutes a material breach of contract terms.

Indemnification Vendor shall indemnify the City and its officers and employees against all demands, claims, damages, liabilities, expenses and reasonable attorney fees and costs arising out of the performance of this contract by Vendor, its employees, and agents. This indemnification obligation shall survive the termination or expiration of the contract and any order made under it.

9.1. Commercial General Liability – limits of not less than:

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Bodily Injury & Property Damage - General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000

Vendors shall name the City of Urbana and its officers and employees as additional insured on a primary and non-contributory basis to any City of Urbana insurance or self-insured program, for liability arising out of the activities of Vendors. Coverage will include contractual liability and a waiver of subrogation.

9.2. Workers’ Compensation, as required by applicable law, with limits of not less than:

Coverage A (Statutory Benefits)	Illinois Statutory
Coverage B (Employer’s Liability)	\$500,000 each disease \$500,000 each employee \$500,000 policy limit

Coverage will include a waiver of subrogation in favor of the City of Urbana.

9.3. Automobile Liability

Automobile Liability, when any owned, hired, or non-owned motor vehicles are used in connection with work to be performed, Vendor must provide Automobile Liability insurance with limits of not less than:

Automobile Liability	\$1,000,000 combined single limit
----------------------	-----------------------------------

Vendors shall name the City of Urbana and its officers and employees as additional insured on a primary and non-contributory basis to any City of Urbana insurance or self-insured program, for liability arising out of the activities of Vendors. Coverage will include a waiver of subrogation.

9.4. [Umbrella/Excess Liability](#)

[Umbrella/Excess Liability](#), to follow form over General Liability, Automobile Liability, and Employer’s Liability with limits of not less than:

Umbrella/Excess Liability	\$5,000,000 each occurrence \$5,000,000 general aggregate
---------------------------	--

10. Standard Terms & Conditions

These standard terms and conditions shall govern the final contractual obligation of the successful respondent to provide requested goods and services unless supplemental terms and conditions are included which supersede specific individual standard terms and conditions or alternative terms and conditions are negotiated and agreed upon by both parties post-award, prior to final contract execution.

10.1. Prices

The prices for goods and services are complete and shall include all equipment, labor, materials, shipping, handling, installation, and other charges unless specifically denoted otherwise. Where prices are given in both words and figures, the words shall govern. If there is a discrepancy between the total amount and a unit price, the unit price shall govern.

10.2. Delivery

Vendor shall complete delivery of goods or services in accordance with the provisions of the request. If a time has not been specified in the request, then delivery should be provided no more than 30 days after the date of the issuance of the purchase order (P.O.). Each shipment of goods shall include a separate invoice.

10.3. Payment

If payment terms are not indicated, the City shall make payment no more than 30 days after receipt of an invoice, pay application, or pay request that has been approved by authorized City representative. Vendor shall list applicable P.O. number on all invoices and packing lists.

10.4. Tax Exemption

The City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax exempt number will be furnished to the successful respondent upon execution of a final contract.

10.5. Inspection; Rejection; Acceptance

Before making payment, the City may inspect all goods delivered and services performed and reject those that are defective or nonconforming. The City may return rejected goods and goods supplied in excess quantities to the Vendor at the Vendor's risk and expense. The Vendor shall promptly correct all work or services identified to be defective or nonconforming, whether observed before or after completion of the services. The Vendor is responsible for all costs of correcting such defective or nonconforming goods or services, including costs associated with repairing any damage, re-performing the services, and incurred due to the Vendor's inadequate performance.

10.6. Warranties

In addition to all warranties provided by law and unless specified otherwise in the request, the Vendor warrants that the goods delivered pursuant to this request (a) conform to the descriptions and specifications contained herein; (b) are fit for the purpose for which such goods are ordinarily employed and any particular use the City has specified to the Vendor; (c) are new, unused, and safe for their intended purpose; (d) are free from any security interests, liens, claims, or encumbrances; (e) comply with all applicable federal, state, and municipal laws; (f) do not infringe upon or violate any copyrights or patents, unless the City has furnished the designs used on the goods; and (g) will operate for a reasonable period under normal use.

10.7. Cancellation

The time for delivery of goods or performance of services pursuant to this request is of the essence. The City may cancel any or all of the contract without liability if the Vendor: (a) fails to meet price, quantity, quality, or delivery requirements; (b) ceases to operate in the normal course of business; (c) declares bankruptcy or otherwise is subject to legal proceedings concerning creditor relief; (d) applies for or is subject to appointment of a receiver; or (e) makes any assignment for the benefit of creditors. The City also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code.

10.8. Default

If the City initiates suit for any default of the Vendor and the City substantially prevails in any such suit, the Vendor shall pay the City's costs to enforce the terms of this P.O., including court costs and reasonable attorneys' fees.

10.9. Indemnification

Except for claims based solely upon the negligence, gross negligence, or willful, wanton, or intentional misconduct of the City, its officers, agents, or employees, the Vendor shall INDEMNIFY and DEFEND the City and its officers, agents, and employees against all claims, including attorneys' fees, arising from (a) any defect in the goods or services that existed at the time of delivery to the City; (b) the Vendor's breach of any warranty; or (c) the Vendor's performance or failure to perform the provisions of this P.O.

10.10. Risk of Loss

The Vendor shall bear the risk of loss, injury, or destruction of the goods or services specified in the final contract until delivery to the specified destination and the City's inspection and acceptance.

10.11. Independent Contractor

The City and successful respondent are independent contractors with respect to each other, and nothing in this request or final contract creates an association, partnership, joint venture, or agency relationship between them.

10.12. Force Majeure

Neither party will be deemed to be in default for performance delays caused by floods, earthquakes, fires, epidemics, pandemics, wars, riots, or other civil disturbances. The City may cancel the contract after determining such delay will prevent successful performance of work associated with contractual terms and conditions.

10.13. Assignment; Subcontractors

The Vendor shall not assign or subcontract its rights without the City's prior written approval. All Work performed for the Contractor by any subcontractor will be pursuant to an appropriate written agreement which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor and City.

10.14. Variations; Entire Agreement:

RESERVED

10.15. Governing Law

All applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the scope of work shall apply to and deemed included in the final Contract. The

parties shall construe this contract according to Illinois law and the Urbana City Code and shall initiate and maintain any action to interpret or enforce this contract in the Sixth Judicial Circuit Court, Champaign County, Illinois.

10.16. [Nonwaiver](#)

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

10.17. [Compliance with City Ordinance](#)

RESERVED

10.18. [Survival](#)

The obligations set forth in Paragraphs Warranties, Default, Indemnification, and Governing Law will survive the termination of the contract.

10.19. [Contract & Contract Documents](#)

Unless specified otherwise, Vendor shall execute a City provided or City approved contract. Contract documents shall incorporate all requirements/conditions established in this request, along with Vendor submissions, other required documents post-award, contract, and any associated change orders.

10.20. [Use of City's Name](#)

The City's name or logo shall not be used in any form of advertising without the City's prior written permission. The City's name or logo shall not be used in any form of advertising without the City's prior written permission.

10.21. [Notice of Award](#)

The City will notify the Successful Respondent of their final selection for award; said notice will include a request for any additional documentation required for execution of contract and notice to proceed.

10.22. [Notice to Proceed](#)

Upon delivery and acceptance of additional documentation required in Notice of Award and Vendor signed contract, City will issue a Notice to Proceed with a countersigned contract.

10.23. [Change Orders](#)

Any modifications or amendment to an existing contract or agreement shall be mutually agreed upon in writing and signed by both the Vendor and authorized City representative.

10.24. [Proof of license, permit, etc.](#)

Vendors must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work. It is the Vendor's responsibility to inquire about requirements with Procurement Contact.