



DATE: Monday, May 01, 2023
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: *Maryalice Wu, Ward 1*

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. 03-20-2023 Minutes

C. Additions to the Agenda

D. Presentations and Public Input

1. Introduction of New Arts Program Specialist and Contract with 40 North 88 East - Stepheny McMahon
2. *Examine Urbana* Arts & Culture Chapter - Lily Wilcock

E. Staff Report

F. New Business

1. **Ordinance No. 2023-05-012:** An Ordinance Authorizing the Sale of Certain Real Estate (1811 E. Florida Avenue and 1106 N. Wright Street) - PW
2. **Ordinance No. 2023-05-013:** An Ordinance Authorizing the Sale of Certain Real Estate (903 N. Division, 1605 Wiley, and 1107 N. Gregory) - CD
3. **Resolution No. 2023-05-033R:** Resolution in Support of Fair Housing for All Regardless of Source of Income - Council

G. Council Input and Communications

H. 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:

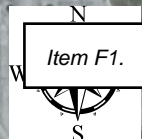
- Phone: 217.384.2366
- Email: CityClerk@urbanillinois.us



Legend



1811 E. Florida Avenue



Eads St

N Wright St

N Romine St

1411

1409

1407

1405

1403

1401

1106

1105

1412

1410

1408

1406

1404

1402

Beech St



CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS

M E M O R A N D U M

TO: Mayor Diane Wolfe Marlin and Members of City Council
FROM: Scott R. Tess, Sustainability & Resilience Officer
DATE: April 4, 2023
RE: Sale of City-Owned Real Estate (1811 E. Florida Avenue and 1106 N. Wright Street)

Action Requested

Approval of AN ORDINANCE AUTHORIZING SALE OF CITY-OWNED REAL ESTATE.

Background and Facts

The City has owned a number of real estate parcels of which it has made no use for decades. These parcels are a landscape maintenance obligation for the City, while serving no useful purpose and providing no real estate tax revenue.

Sec. 2-118 of the City of Urbana Code of Ordinances provides the following requirements to sell real estate owned by the City:

- That “a public hearing is held on the question of the sale before the city council or some regular standing committee of the council, and provided further that notice that such public hearing will be held is published in a local newspaper having a general circulation within the city, at least fifteen (15) days prior to the holding of such meeting;”
- That such real estate “may be sold in any manner prescribed by the city council in an ordinance authorizing such sale;”
- That such ordinance “shall expressly find and declare that the real estate, or interest therein, that is therein authorized to be sold is no longer needed for governmental purposes, or proprietary activity of the city;” and
- That such ordinance “shall require a three-fourths vote of all the alderpersons then holding office and the mayor.”

1811 East Florida Avenue

This parcel was originally part of the Norfolk Southern Railway (formerly Wabash Railroad) right-of-way. In 1998, the railroad quit-claimed their abandoned railroad right-of-way to the City of Urbana. The property at 1811 E. Florida Avenue is the portion of this former railroad right-of-way that lies south of E. Florida Avenue and north of the south line of Section 16, Township 19 North, Range 9 East of the 3rd P.M. The City has made no use of the property. The adjacent property to the west is owned by Urbana School District #116 and is a part of the Thomas Paine Elementary School grounds.

Staff recommends that this property be transferred to Urbana School District #116 for \$1.00.

1106 North Wright Street

This parcel is a part of Lot 6 in Block 10 of the Seminary Addition to Urbana, which was created in 1861. At some point in its history, this Lot 6 was divided into two (2) parts (the North 92 feet and the South 40 feet) and a separate residential structure was built on each resulting portion. It appears from historical aerial photography that the structure on the north portion of this Lot 6 (1411 Eads Street) was demolished between 1973 and 1988 and that the structure on the south portion of this Lot 6 (1106 N. Wright Street) was demolished between 1988 and 2002. As a result, both portions of the original Lot 6 are currently vacant. The City of Urbana purchased 1106 N. Wright Street from Peter and Brenda Williams in 1993 and has made no use of the property since purchase. The current owner of 1411 Eads Street appears to be an heir to Ben B. Hendricks who purchased said property from the Citizens Building Association in 1979. There appears to be no current use of the 1411 Eads Street property.

Staff recommends that this property be transferred to the owner of the adjacent property at 1411 Eads Street for \$1.00.

Financial Impact

The City will eliminate maintenance obligations and generate a modest increase of real estate tax revenue.

Recommendations

It is recommended Council approve AN ORDINANCE AUTHORIZING SALE OF CITY-OWNED REAL ESTATE.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING SALE OF CITY-OWNED REAL ESTATE
(1811 E. Florida Avenue and 1106 N. Wright Street)**

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

WHEREAS, Subsection (a), entitled "Sale of real estate," of Section 2-118, entitled “Purchase, sale, lease, etc., of real estate,” of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

WHEREAS, the City now desires to sell the real estate commonly known as 1811 East Florida Avenue and 1106 North Wright Street; and

WHEREAS, the City Council expressly finds and declares that the real estate, or interest therein, that is authorized to be sold is no longer needed for governmental purposes or proprietary activity of the City.

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

Section 1.

That 1811 East Florida Avenue, Urbana, IL 61802 parcel identification number 92-21-16-481-061 may be sold to the Urbana School District 116 for \$1.00.

Section 2.

That 1106 North Wright Street, Urbana, IL 61801 parcel identification number 91-21-07-251-002 may be sold to the adjacent property owner with the longest shared property line for \$1.00.

Section 3.

That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute all necessary agreements, deeds, and documents required for the sale of said real estate on behalf of the City.

PASSED BY THE CITY COUNCIL this _____ Day of _____, 2023.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR OF THE CITY OF URBANA, ILLINOIS this ____ Day of _____, 2023.

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Kimberly I. Smith, Community Development Services Director
Sheila Dodd, Manager, Grants Management Division

DATE: April 27, 2023

SUBJECT: ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE

Background

The properties located at 903 N Division, 1107 N Gregory, and 1605 Wiley were acquired through the Grants Management Division's Transitional Housing Program using Supportive Housing Program and HOME funds. The former Supportive Housing Program (SHP) has been consolidated with other HUD competitive homelessness assistance grant programs, including the Shelter Plus Care (SPC) Program and the Section 8 Moderate Rehabilitation/Single Room Occupancy (SRO) Program, to create the Continuum of Care (CoC) Program. The City no longer receives the funding to support the program and has been using Community Development Block Grant (CDBG) Funds.

The City purchased 903 N Division and 1605 Wiley as part of the Supportive Housing Program. HOME funds were used to construct 1107 N Gregory and Rosecrance used the property for transitional housing until June of 2020 when the agency eliminated the program. Rosecrance transferred the property back and the City has been using it as a Transitional Housing unit since that time. HOME funds require the property to be used as an affordable housing unit for 20 years which ends in 2033. Both 903 N Division and 1605 Wiley have a lien from the Federal Home Loan Bank (FHLB) for rehabilitation work done on the properties. This agreement is in place until 2030. The HOME and FHLB programs require the property to remain affordable rental for persons at or below 60% of the median family income. If not, funds will have to be repaid to the respective agencies.

The Housing Authority of Champaign County (HACC) contacted the City with interest in purchasing the properties to be used as affordable rental units. The attached sales contract is for the appraised value of the three properties of \$290,000. Proceeds from the sale will be put into the CDBG and HOME funds to be utilized for future projects. The retention requirements on the properties will be transferred to the HACC so the affordability requirement will remain. The HACC will continue to use the properties as affordable rental units for those at or below 60% MFI. Conveying these lots will continue the support of affordable housing in Urbana.

The ordinance, contract, and legal documents for the proposed transfers are similar to those previously used to convey City-owned properties to not-for-profit organizations and are attached to

this memorandum for reference. The City would transfer the respective properties by recording a warranty deed in favor of HACC.

The contract documents include a land-use restriction agreement between the City and HACC to ensure that each house constructed will remain affordable to income-qualified families for the affordability period. Only income-qualified families may rent and reside in the houses.

Transferring the properties to HACC will ensure the properties remain affordable and will free up public service funding to be used for nonprofit agencies. Sale proceeds will be used for CDBG and HOME eligible projects.

Options

1. Forward the Ordinance Authorizing the Sale of Certain Real Estate (903 N Division, 1605 Wiley, and 1107 N Gregory) to the Urbana City Council consent agenda with a recommendation for approval.
2. Forward the Ordinance Authorizing the Sale of Certain Real Estate (903 N Division, 1605 Wiley, and 1107 N Gregory) to the Urbana City Council with a recommendation for approval with suggested changes.
3. Do not forward the Ordinances for approval, and the City would retain ownership of the properties.

Fiscal Impacts

Transferring these properties (903 N Division, 1605 Wiley, and 1107 N Gregory) would eliminate costs of running the Transitional Housing program incurred by the City. This would free up staff time to for other priorities as well as provide additional funding for future CDBG and HOME projects. The properties will continue as affordable rental housing which is a high need in the community. Selling the properties to HACC will ensure they will meet the affordable requirements and eliminate the risk of the City having to repay funds.

Recommendations

The Community Development Commission and staff recommend forwarding the Ordinance to the Urbana City Council with a recommendation for approval.

Attachments

1. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE
2. SALES CONTRACT
3. WARRANTY DEEDS

**PURCHASE AND SALE CONTRACT FOR
1605 WILEY DR, URBANA, ILLINOIS
1107 N GREGORY ST, URBANA, ILLINOIS &
903 N DIVISION AVE, URBANA, ILLINOIS**

THIS PURCHASE AND SALE CONTRACT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined) by and between the City of Urbana, an Illinois Municipal Corporation (hereinafter "**Seller**"), and Housing Authority of Champaign County, an Illinois municipal corporation (hereinafter "**Purchaser**").

RECITALS

Seller is the owner of three parcels of real estate in Champaign County, Illinois legally described on **Exhibit A** attached hereto, commonly known as 1605 Wiley Dr, Urbana, Illinois 61801 PIN: 92-21-16-352-013; 1107 N Gregory St, Urbana, Illinois 61801 PIN: 91-21-07-277-014 and 903 N Division Ave, Urbana, Illinois 61801 PIN: 91-21-08-257-013 (collectively the "Property"),

Subject to and on the terms and provisions of and for the considerations set forth in this Agreement, Seller has agreed to sell, and Purchaser has agreed to buy, the Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

Section 1. Certain Definitions.

For purposes of this Agreement, when used herein the following terms shall have the meaning ascribed to them as set forth below.

1.1 **Effective Date:** The date that this Agreement is executed by the Seller and has been approved by a majority vote of the Board of Directors of the Housing Authority of Champaign County and executed by the Executive Director. ("Effective Date").

1.2 **Earnest Money:** Upon execution of this Agreement, Purchaser shall deposit in an earnest money escrow ("Earnest Money Escrow") with Title Insurer (as hereinafter defined), as escrowee ("Escrowee"), the sum of Two Thousand Dollars (\$2,000.00) no later than five (5) business days after the Effective Date. The Earnest Money shall be held pursuant to Escrowee's standard form of earnest money escrow agreement. After the expiration of the Feasibility Period, as defined below, the Earnest Money is non-refundable, except in the event of a default by Seller, in which case the Earnest Money shall be fully refunded to the Purchaser pursuant to Paragraph 13 herein. This Earnest Money shall be applied against the Purchase Price on the Closing Date.

Section 2. Purchase Price.

21 Purchaser hereby agrees to purchase and the Seller hereby agrees to sell for the sum of Two Hundred and Ninety Thousand 00/100 Dollars (\$290,000.00) the real estate described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable general warranty deed with release of homestead rights, subject only to; (a) covenants, conditions and restrictions of record; (b) public, and utility easements, if any, (c) roads and highways, if any; (d) general real estate taxes for the year 2022 and subsequent years.

22 The Purchaser shall receive a credit at closing for all monies paid to Seller prior to the time of closing. The Purchaser shall pay the remainder of the Purchase Price to the Seller on the closing date in cash or by wired funds.

Section 3. Closing

3.1 The closing of the purchase and sale of the Property shall be effected through an escrow with the Escrowee. Delivery of the deed and any other documents and payment of any unpaid portion of the Purchase Price for the Property shall be effected through such escrow. The terms of such escrow shall be pursuant to an escrow agreement in customary form utilized by the Title Company modified to reflect the transaction contemplated herein. The cost of said escrow shall be borne equally by Purchaser and Seller. This Agreement shall not be merged into the escrow agreement, but the latter shall be deemed auxiliary to this Agreement and the provisions of this Agreement shall be controlling as between the parties hereto.

32 Purchaser shall be entitled to an inspection 48 hours prior to closing to determine that the Property is in the same condition as of the date hereof. If at the time of Purchaser's inspection, the Property is not in the same or substantially the same condition, the Purchaser shall have the option of declaring this Real Estate Agreement null and void and receiving the return of all the Earnest Money paid plus interest earned thereof or of receiving a credit at closing for the cost of repairing or replacing any unacceptable items.

33 Also, closing shall take place at the office of _____. Closing shall take place fifteen (15) days after the expiration of the Feasibility Period or at a time mutually agreeable to both parties.

Section 4. Survey

4.1 Seller, as Seller's sole cost, shall obtain a boundary staked survey of the Property dated no more than six (6) months prior to the Effective Date. Seller agrees to provide Purchaser with a stamped sealed survey within twenty-five (25) days from the Effective Date.

4.2 Within five (5) days from the Effective Date, Seller shall deliver or make available to Purchaser complete copies of the following items pertaining to the Property to the extent in Seller's actual possession:

- (a) all service and landscaping contracts relating to the Property (the "Service Contracts");
- (b) any existing environmental and engineering reports, including any Phase I environmental report;
- (c) any soils reports;
- (d) any governmental permits and notices relevant to the Property;
- (e) the existing owner's title policy;
- (f) an existing survey (the "Existing Survey");

Section 5. Title Commitment

5.1 Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, within twenty-five (25) days from the Effective Date, a title commitment for American Land Title Association Owners Policy - 2016 and the underlying documents issued by a Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

52 If the title commitment discloses unpermitted exceptions, Seller shall have twenty-five (25) days from the date of delivery thereof to the Seller to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of the 25-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Agreement shall become null and void without further actions of the parties.

Section 6. Feasibility Period

61 Purchaser shall have sixty (60) days after the Effective date (“Feasibility Period”) to conduct and make such feasibility studies as Purchaser deems necessary, including but not limited to off-site utility availability, wetland delineation, endangered species studies, engineering studies, soil analysis, core drilling, environmental studies, zoning compatibility, noise abatement study, grant funding approval, and conduct any and all physical inspections of the property and the disclosure herein. Seller shall cooperate with Purchaser in making such inspections and allow Purchaser full access to the property for the purpose of such inspections. Purchaser shall indemnify, defend and hold Seller harmless from and against any claim, action, fees, costs, judgment or award arising from, or related to, Purchaser or its agents presence or activity on the Property in connection with the above. Finally, if Purchaser terminates this Agreement and does not close, then Purchaser shall ensure that the Property is restored to the condition that existed prior this Agreement.

62 Should Purchaser decide to terminate this Agreement for any reason at its sole discretion then Purchaser shall have the right, upon the Purchaser giving and the Seller receiving on or before 5:00 p.m. of the sixtieth (60th) day of the Feasibility Period written notice to terminate this Agreement, whereupon this Agreement will become null and void and of no further force and effect and the parties hereto shall have no further obligations to one another. The Earnest Money will then be refunded to Purchaser within two (2) business days.

63 In the event Sellers do not receive written notice of termination or written notice of an extension of this Agreement on or before 5:00pm of the sixtieth (60th) day of the Feasibility Period, the Earnest Money shall become non-refundable, except in the event of a breach by Seller.

Section 7. Seller’s Responsibilities

7.1 Seller shall deliver to Purchaser the following at or prior to the Closing Date:

- a) General Warranty Deed subject to all conditions and exceptions contained in a commitment for title insurance and permitted herein;
- b) Affidavit of Title
- c) ALTA Statement;
- d) Closing Statement.
- e) Transfer Declaration. Executed Transfer Declarations for the State, County and Village, as applicable.
- f) Entity Transfer Certificate. Entity Transfer Certification confirming that Seller is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- g) Any and all other documents required to convey title as required by the Title Company.

- 7.2 Seller agrees, at no cost to Seller, to cooperate fully with Purchaser, Purchaser's agent, and any governmental entities regarding any possible zoning changes which are necessary or required for Purchaser's intended use of the property prior to closing.
- 7.3 Seller shall be responsible for payment of all State, County and municipal transfer taxes, if any; ½ of the escrow fees charged by the Title Company; the costs of the title insurance policy and extended coverage; and its own attorney fees.

Section 8. Representations and Indemnifications of the Purchaser

- 8.1 Purchaser hereby represents and warrants to Seller as follows:

Except as provided herein, that all costs and expenses associated with this transaction including but not limited to preparing soil tests and borings, preliminary engineering, topographical surveys, planning studies, and environmental studies shall be the sole responsibility of Purchaser. Seller shall not be obligated to pay any such costs or expenses and Purchaser shall hold Seller harmless and indemnify in regard thereto. All representations and covenants of the parties shall be deemed to be

remade at closing and survive closing.

8.2 Purchaser shall pay the following costs:

- a) Its own attorneys' fees; and
- b) ½ the escrow fees charged by the Title Company and the costs to record the deed.

Section 9. Affirmative Covenants of Seller

9.1 Maintenance of Property. Seller shall maintain the Property free from waste and neglect and in good order and repair and shall not permit any claim, lien or encumbrance to be recorded against the Property without the Purchaser's prior written consent.

9.2 Insurance. From the date hereof to the Closing Date, Seller shall maintain or cause to be maintained liability, casualty and other insurance upon and in respect to the Property against such hazards and in accordance with the insurance presently maintained by Seller.

9.3 Change of Circumstance. Seller shall promptly inform Purchaser in writing of any material event which Seller reasonably believes materially affects its ownership or operation of the Property, whether or not insured against.

9.4 Contracts. Seller shall not enter into any agreement which will be an obligation affecting Purchaser or the Property subsequent to the date of Purchaser's possession without Purchaser's prior written consent.

9.5 Possession. Seller agrees to deliver possession of the Property in a clean condition.

Section 10. Representations of the Seller

10.1 In addition to the representations and warranties contained in other sections of the Agreement, Seller hereby makes the following representations and warranties as of the Effective Date and as of the Closing Date.

10.1.1 Seller owns the Property. This Agreement and all documents to be executed and delivered by Seller at Closing are duly executed and delivered, and are legal, valid, and binding obligations of Seller, and do not violate any provisions of any agreement to which Seller is a party or to which Seller is subject or any order, rule, or regulation applicable to Seller or the Property of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body. No permission, approval, or consent by third parties or governmental authorities is required for Seller to consummate

this transaction.

10.1.2 Seller has no knowledge of, and has received no notice of, (a) any threatened or pending litigation or proceeding by any organization, person, or governmental agency against Seller with respect to the Property or against the Property, (b) any violation of the Property's compliance with any ordinances, zoning ordinances or any other statutes, ordinances, laws, rules or regulations affecting the Property, (c) any proceedings that could cause the change, redefinition or other modification of the zoning classifications or of other legal requirements applicable to the Property or any part thereof, (d) any pending or threatened condemnation proceeding that would affect the Property, (e) any proceedings that could impose any requirement that the owner of the Property pay, directly or indirectly, any special fees, special assessments, taxes or contributions or incur any expenses or obligations in connection with the development of the Property or any portion thereof, other than any regular and nondiscriminatory local real estate or school taxes assessed against the Property, (f) any proceedings that could cause an increase in the assessed value of the Property, or (g) any disputes regarding the boundary lines of the Property.

10.1.3 Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

10.1.4 Leases. There are no existing leases or other agreements with respect to the Property that will extend past the date of the Closing.

10.1.5 Environmental Matters. To the best of the Seller's knowledge and belief, (a) no Hazardous Materials (as defined below) are or have been located on the Property or have been released into the environment, or discharged, placed or disposed of at, on or under the Property; (b) no underground storage tanks are currently or have been located on the Property; (c) the Property is not or has never been used as a storage for waste or hazardous material; and (d) Seller has never used the Property in any manner which violated any environmental ordinances or regulations and the Seller has never been cited for any violation.

10.1.5.1 The term "Hazardous Material" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is: (a) defined as a "hazardous waste", "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law; (b) petroleum; (c) asbestos; (d) polychlorinated biphenyl; (e) radioactive material; (f) designated as a "hazardous substance"

pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

102 No representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, be merged into the Deed, but shall survive closing for a period of twenty-four (24) months and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Section 11. intentionally omitted

Section 12. Prorations

12.1 Prorations. Pro-ratable items shall include, without limitation, rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and association fees (and Master/Umbrella Association fees, if applicable). Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed prior to the Effective Date.

Section 13. Default.

13.1 Default by Seller. If Seller defaults in any way Purchaser may, as Purchaser's sole and exclusive remedies either (a) terminate this Agreement by written notice forwarded to Seller on or prior to the Closing Date, in which event the Earnest Money and all interest earned thereon shall be returned to Purchaser and Seller shall pay to Purchaser all out of pocket expenses incurred by Purchaser in connection with this Agreement and its inspection of the Property, or (b) pursue specific performance and if the Purchaser should prevail, the Seller shall be responsible for the Purchaser's reasonable attorney's fees, court costs and expert witness fees.

13.2 Default by Purchaser. In the event Purchaser defaults in its obligations to close the purchase of the Property, then Seller's sole and exclusive remedy (and in lieu of any other remedy, legal or equitable in nature) shall be to terminate this Agreement and receive the Earnest Money and all interest as liquidated damages, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that such proceeds represent the parties' best current estimate of such

damages. Seller shall have no other remedy for any default by Purchaser.

Section 14. Miscellaneous

14.1 This Agreement (including its exhibits) contains the entire agreement between Seller and Purchaser. Oral statements or prior written matter not specifically incorporated into this Agreement has no force or effect. No variation, modification, or change to this Agreement binds either party unless set forth in a document signed by both parties or their duly authorized agents, officers, or representatives.

14.2 This Agreement inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. The Seller may assign its rights or obligations under this Agreement without the Purchaser's consent, or notice so long as the Assignee agrees to be bound by the terms and conditions of this Agreement. The Purchaser may also transfer this Agreement without Seller's consent.

14.3 Time is of the essence in this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

14.4 If, prior to Closing, the Property becomes subject to a taking by virtue of eminent domain to any extent whatsoever Seller shall immediately notify Purchaser of such fact. In such event, Purchaser may, in Purchaser's sole discretion, either (a) terminate this Agreement and receive back the Earnest Money, and neither party hereto shall have any further rights or obligations hereunder except for those that expressly survive termination, or (b) proceed with the Closing of the transaction, in which event Seller shall assign to Purchaser all condemnation proceeds available as a result of such destruction or taking and shall pay to Purchaser the amount of any applicable deductible or co-insurance maintained by Seller.

14.5 LIKE-KIND EXCHANGE. If either party desires to exchange, for other property of like-kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, fee title in the property which is the subject of this Agreement, such party expressly reserves the right to assign his rights, but not his obligations hereunder, to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k)-1(g)(4) on or before the closing date. In such event, the other party shall, at no expense to such party, execute customary exchange documents, notices and assignments to effectuate such exchange.

14.6 The captions beside the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

14.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The obligations under the terms of the Agreement are performable in Champaign County, Illinois, and any and all payments under the terms

of the Agreement are to be made in Champaign County, Illinois. Any dispute involving this Agreement shall be resolved and venue in the Circuit Court of Champaign County, Illinois.

14.8 If any provision in this Agreement is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14.9 Each party and its counsel have reviewed and revised this Agreement. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement or its amendments or exhibits.

14.10 Notices. Any notice under this Agreement must be written. Notices must be either (a) hand-delivered to the address set forth below for the recipient; or (b) placed in the United States postal service mailbox and sent certified mail, return receipt requested, addressed to the recipient as specified below; or (c) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received.

14.10.1 Seller's address for all purposes under this Agreement is:

Telephone:

Fax:

with copies to:

14.10.2 Purchaser's address for all purposes under this Agreement is:

Attention: Housing Authority of Champaign County

Attn: Lily Walton

2008 Market Street

Champaign, Illinois

Telephone: (217) 378-7100

with a copy to:

Attention: Jean A. Kenol
 Mahoney, Silverman & Cross, LLC.
 822 Infantry Drive, Suite 100
 Joliet, IL 60435
 Telephone: (815)730-9500
 Fax: (815)730-9598
 Email: jkenol@msclawfirm.com

14.11 Intentionally omitted.

14.12 BROKERAGE FEES. Seller represents and warrants to Purchaser that Seller has not dealt with any brokers in connection with this Agreement and no person or entity acting as real estate broker, finder, or agent negotiated this Agreement on Seller's behalf or is entitled to any commission by reason of its representation of Seller in connection with this Agreement. Purchaser represents and warrants to Seller that Purchaser has not dealt with any Broker in connection with this Agreement and no person or entity acting as real estate broker, finder, or agent negotiated this Agreement on Purchaser's behalf or is entitled to any commission by reason of its representation of Purchaser in connection with this Agreement.

14.13 To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each part, or that the signature of all persons required to bind any party or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. Counterparts of this Agreement may be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes; provided, however that if counterparts are so executed by facsimile machines, then upon request of either party original signatures will be exchanged promptly thereafter.

14.14 The provisions of this **Section 14** shall survive Closing.

Section 15. Exhibits. The following exhibits are incorporated herein:

Exhibit A: Legal Description

{signature page to follow}

EXECUTED as of the Effective Date.

SELLER

City of Urbana

By: _____

Its: _____

Date: _____

PURCHASER

Housing Authority of Champaign County



By: _____

It's authorized agent

Date: 4-4-2023 _____

EXHIBIT A
LEGAL DESCRIPTION

{to come}

ORDINANCE NO. _____**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE****903 N. Division, 1605 Wiley, and 1107 N. Gregory**

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

WHEREAS, Subsection (a), entitled “Sale of real estate,” of Section 2-118, entitled “Purchase, sale, lease, etc., of real estate,” of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

WHEREAS, the requirements of said Subsection (a) of Section 2-118 for a public hearing and for the required notice for such public hearing do not, pursuant to the terms thereof, apply to the sale of residential property acquired under the Community Development Program; and

WHEREAS, the City Council desires to sell the real estate commonly known as (903 N. Division, 1605 Wiley, and 1107 N. Gregory), which said properties have heretofore been acquired under the Community Development Program, in accordance with said Subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

WHEREAS, the City Council expressly finds and declares that said real estate is not needed for governmental purposes or proprietary activity of the City of Urbana.

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

Section 1. That the Contract for Sale of Real Estate by and between the City of Urbana, Illinois, and Housing Authority of Champaign County, a copy of which said Contract is attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract in substantially the form attached hereto together with all necessary deeds and documents required by said Contract for and on behalf of the City of Urbana, Illinois.

Section 3. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute minor modifications and extensions of time set forth in the said Contract for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

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

Diane Wolfe Marlin, Mayor

ORDINANCE NO. _____**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE****903 N. Division, 1605 Wiley, and 1107 N. Gregory**

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

WHEREAS, Subsection (a), entitled “Sale of real estate,” of Section 2-118, entitled “Purchase, sale, lease, etc., of real estate,” of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

WHEREAS, the requirements of said Subsection (a) of Section 2-118 for a public hearing and for the required notice for such public hearing do not, pursuant to the terms thereof, apply to the sale of residential property acquired under the Community Development Program; and

WHEREAS, the City Council desires to sell the real estate commonly known as (903 N. Division, 1605 Wiley, and 1107 N. Gregory), which said properties have heretofore been acquired under the Community Development Program, in accordance with said Subsection (a) of Section 2-118 and the policy heretofore established with respect thereto; and

WHEREAS, the City Council expressly finds and declares that said real estate is not needed for governmental purposes or proprietary activity of the City of Urbana.

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

Section 1. That the Contract for Sale of Real Estate by and between the City of Urbana, Illinois, and Housing Authority of Champaign County, a copy of which said Contract is attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Contract in substantially the form attached hereto together with all necessary deeds and documents required by said Contract for and on behalf of the City of Urbana, Illinois.

Section 3. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute minor modifications and extensions of time set forth in the said Contract for and on behalf of the City of Urbana, Illinois.

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

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this____ day of _____, _____.

Diane Wolfe Marlin, Mayor



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Kimberly I. Smith, Community Development Services Director
Sheila Dodd, Manager, Grants Management Division

DATE: April 27, 2023

SUBJECT: ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE

Background

The properties located at 903 N Division, 1107 N Gregory, and 1605 Wiley were acquired through the Grants Management Division's Transitional Housing Program using Supportive Housing Program and HOME funds. The former Supportive Housing Program (SHP) has been consolidated with other HUD competitive homelessness assistance grant programs, including the Shelter Plus Care (SPC) Program and the Section 8 Moderate Rehabilitation/Single Room Occupancy (SRO) Program, to create the Continuum of Care (CoC) Program. The City no longer receives the funding to support the program and has been using Community Development Block Grant (CDBG) Funds.

The City purchased 903 N Division and 1605 Wiley as part of the Supportive Housing Program. HOME funds were used to construct 1107 N Gregory and Rosecrance used the property for transitional housing until June of 2020 when the agency eliminated the program. Rosecrance transferred the property back and the City has been using it as a Transitional Housing unit since that time. HOME funds require the property to be used as an affordable housing unit for 20 years which ends in 2033. Both 903 N Division and 1605 Wiley have a lien from the Federal Home Loan Bank (FHLB) for rehabilitation work done on the properties. This agreement is in place until 2030. The HOME and FHLB programs require the property to remain affordable rental for persons at or below 60% of the median family income. If not, funds will have to be repaid to the respective agencies.

The Housing Authority of Champaign County (HACC) contacted the City with interest in purchasing the properties to be used as affordable rental units. The attached sales contract is for the appraised value of the three properties of \$290,000. Proceeds from the sale will be put into the CDBG and HOME funds to be utilized for future projects. The retention requirements on the properties will be transferred to the HACC so the affordability requirement will remain. The HACC will continue to use the properties as affordable rental units for those at or below 60% MFI. Conveying these lots will continue the support of affordable housing in Urbana.

The ordinance, contract, and legal documents for the proposed transfers are similar to those previously used to convey City-owned properties to not-for-profit organizations and are attached to

this memorandum for reference. The City would transfer the respective properties by recording a warranty deed in favor of HACC.

The contract documents include a land-use restriction agreement between the City and HACC to ensure that each house constructed will remain affordable to income-qualified families for the affordability period. Only income-qualified families may rent and reside in the houses.

Transferring the properties to HACC will ensure the properties remain affordable and will free up public service funding to be used for nonprofit agencies. Sale proceeds will be used for CDBG and HOME eligible projects.

Options

1. Forward the Ordinance Authorizing the Sale of Certain Real Estate (903 N Division, 1605 Wiley, and 1107 N Gregory) to the Urbana City Council consent agenda with a recommendation for approval.
2. Forward the Ordinance Authorizing the Sale of Certain Real Estate (903 N Division, 1605 Wiley, and 1107 N Gregory) to the Urbana City Council with a recommendation for approval with suggested changes.
3. Do not forward the Ordinances for approval, and the City would retain ownership of the properties.

Fiscal Impacts

Transferring these properties (903 N Division, 1605 Wiley, and 1107 N Gregory) would eliminate costs of running the Transitional Housing program incurred by the City. This would free up staff time to for other priorities as well as provide additional funding for future CDBG and HOME projects. The properties will continue as affordable rental housing which is a high need in the community. Selling the properties to HACC will ensure they will meet the affordable requirements and eliminate the risk of the City having to repay funds.

Recommendations

The Community Development Commission and staff recommend forwarding the Ordinance to the Urbana City Council with a recommendation for approval.

Attachments

1. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL ESTATE
2. SALES CONTRACT
3. WARRANTY DEEDS

MEMORANDUM

To: City Council
Mayor Marlin
Administrator Mitten

From: David B. Wesner, City Attorney

Date: April 26, 2023

Re: Draft Resolution on Source of Income Discrimination

I was recently provided a copy of a draft Resolution pertaining to source of income discrimination. I have had a chance to review that for legal sufficiency. I have a couple of revisions to certain parts of the draft resolution. I have set those out below.

The 9th Whereas clause makes reference to a particular case arising out of the District of Columbia. I was not able to find the decision where the court makes the determination outlined in the Whereas clause. I found two references to that case. In the first reference, the court was addressing the landlord's motion to dismiss. The motion to dismiss was not based upon the circumstances described in the Whereas clause. In the second reference, the court was addressing the landlord's motion for summary judgment as to certain aspects of the case. The motion for summary judgment did make an argument based upon the circumstances described in the Whereas clause. Although I did not find a decision under the names identified in the Whereas clause, I did find a case that did address these circumstances where the court made the determination identified. So, I recommend that Council amend the 9th Whereas clause to say: "...courts in the United States have rejected landlords claims that they would experience a financial burden by accepting a Housing Choice Voucher because they were unable to show that signing the HAP contract and allowing a rental unit to be inspected involved any additional cost;"

The 16th Whereas clause has a correct statement of the current status of the case to which it refers, the Illinois Appellate Court case of Godinez v. Sullivan-Lackey. However, the statement does not account for the possibility of a future court case reversing or modifying that decision. I

recommend that Council amend the clause to add the word “to-date” at the beginning of the statement, to account for the fact that the statement is based on the current status of the case.

The 19th Whereas clause has a correct statement of the current status of the case. However, the statement does not account for the possibility of a future court case modifying or otherwise changing the decision in some way. I recommend that Council amend the statement to: “...the Illinois Appellate Court decision in *Godinez v. Sullivan-Lackey* is the current state of the law in Illinois and provides guidance regarding source of income discrimination.”

The “Be It Resolved” paragraph is worded in a limiting way. The paragraph does not take into consideration the possibility of further appellate court decisions or a supreme court decision concerning source of income discrimination. I think the paragraph should account for those possibilities. I recommend that Council amend the paragraph to: “...that the City of Urbana will continue to follow its Human Rights Ordinance as well as applicable state law and will prohibit discrimination in housing based on source of income, including a landlord’s refusal to rent to an otherwise qualified person solely on the basis that the person will be using a Housing Choice Voucher or other rent subsidy or rent assistance program to pay a portion of the rent.”

Attachment: Draft Resolution

RESOLUTION NO.**RESOLUTION IN SUPPORT OF FAIR HOUSING FOR ALL REGARDLESS
OF SOURCE OF INCOME**

WHEREAS, every human being needs a habitable place to live; and,

WHEREAS, households with incomes below the federal poverty level cannot afford any housing rental rates in our community without a rent subsidy; and,

WHEREAS, households with incomes below 50% of Area Median Family Income cannot afford most local rents without being rent burdened and at-risk of becoming homeless; and,

WHEREAS, many people with disabilities whose sole source of income is Supplemental Security Income (SSI) are homeless because they cannot afford any rental housing without a rent subsidy voucher; and,

WHEREAS, the Regional Office of Education reported before the COVID pandemic that more than 500 school-age children in Champaign County were homeless during each school year; and,

WHEREAS, to address the housing needs of vulnerable populations, federal, state and local governments allocate funds for rent subsidy vouchers and rent assistance to help prevent or end homelessness for as many families with children, people with disabilities and senior citizens as funding levels allow; and,

WHEREAS, many landlords in Urbana and throughout the United States thwart these government efforts to prevent homelessness by refusing to accept Section 8, Housing Choice Vouchers or other sources of rent assistance, even though the landlord will receive the exact same rent amount as would be paid by a tenant without a voucher; and,

WHEREAS, accepting a Housing Choice Voucher from a public housing authority only requires a landlord to allow the rental unit to be inspected and if it passes, to sign a Housing Assistance Program (HAP) contract which recites the main terms of the landlord's lease with the tenant; and

WHEREAS, in *Bourbeau v. Jonathan Woodner Co.*, the federal district court rejected a landlord's claim that he would experience financial burden by accepting a Housing Choice Voucher because he was unable to show that signing the (HAP) contract and allowing the rental unit to be inspected involved any additional cost; and,

WHEREAS, discrimination against people using rent vouchers has a disparate impact on African American and Latinx people and can often be used as a veil for race discrimination; and,

WHEREAS, in response to this problem, forty-four years ago, the City of Urbana amended Chapter 12 of Urbana City Code – Human Rights – to prohibit housing discrimination, including discrimination based on “source of income;” and,

WHEREAS, more than 200 cities, counties and states in the United States now prohibit housing discrimination based on “source of income;” and,

WHEREAS, beginning January 1, 2023, the Illinois Human Rights Act (775 ILCS) prohibits housing discrimination based on “source of income;” and,

WHEREAS, the definition of “source of income” in the Illinois Human Rights Act is identical to the definition in the Chicago Human Rights Ordinance; and,

WHEREAS, in 2004, the Appellate Court decision in *Godinez v. Sullivan-Lackey* upheld the finding of the Chicago Human Relations Commission that a landlord committed unlawful source of income discrimination when he refused an applicant solely on the basis of the fact that she would use a Section 8 voucher to pay a portion of her rent; and,

WHEREAS, no court decision has reversed or modified that finding; and,

WHEREAS, the Champaign City Council showed its support for the new state law by voting on December 20, 2022 to amend the Champaign Human Rights Ordinance “source of income” definition to specify “including Section 8;” and,

WHEREAS, the City of Urbana supports the use of Housing Choice Vouchers, Tenant Based Rent Assistance (TBRA) and all other available rent assistance to prevent or end homelessness for the most vulnerable people in our community; and,

WHEREAS, the decision in *Godinez v. Sullivan-Lackey* is the controlling Illinois precedent, based on stare decisis,

THEREFORE, BE IT RESOLVED, that the City of Urbana will continue to follow the appellate court interpretation of the law and will prohibit discrimination in housing based on source of income including a landlord’s refusal to rent to a person solely because a Housing Choice Voucher or other rent subsidy or rent assistance program will pay a portion of the rent.

PASSED BY THE CITY COUNCIL this _____ day of _____, 20____

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 20____

Diane Wolfe Marlin, Mayor