



## CITY OF URBANA CITY COUNCIL SPECIAL MEETING

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**DATE:** Monday, June 05, 2023  
**TIME:** 7:00 PM  
**PLACE:** 400 South Vine Street, Urbana, IL 61801

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### AGENDA

- A. Call to Order and Roll Call
- B. Additions to the Agenda
- C. Presentation and Public Input
- D. Council Input and Communications
- E. Reports of Officers
- F. Unfinished Business
  - 1. **Ordinance No. 2023-05-016:** An Ordinance Authorizing the Acquisition of Certain Real Estate (131 and 205 N. Race Street, Urbana, Illinois) - CD
- G. New Business
  - 1. **Resolution No. 2023-06-071R:** A Resolution Authorizing the Execution of a Chief of Police Employment Agreement and Authorizing Staff to Implement the Agreement - HRF
- H. Mayoral Appointments
  - 1. Chief of Police - Larry Boone (June 5, 2023 - June 30, 2025)
- I. 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](mailto: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](mailto:CityClerk@urbanillinois.us)



## MEMORANDUM

**TO:** Mayor Diane Wolfe Marlin and City Council Members  
**FROM:** Carol Mitten, City Administrator  
**DATE:** May 31, 2023  
**SUBJECT:** **Ordinance No. 2023-05-016:** An Ordinance Authorizing the Acquisition of Certain Real Estate (131 and 205 N. Race Street, Urbana, Illinois; PINs: 91-21-08-453-017 and -018)

**Introduction:** City staff recommends purchasing the site of the former Urbana School District #116 headquarters and adult education building in order to support its redevelopment and advance the purposes of the Central TIF District. A draft contract was presented to the Committee of the Whole on May 22, 2023 and forwarded to the full Council with a recommendation for approval

**Discussion:** The price contained in the draft contract previously presented is unchanged at \$113,000. In light of the favorable purchase price, the School District has requested that the City pay for the Title Insurance and the closing costs typically borne by the Seller. Staff estimates that these costs will not exceed \$3,000. The redlined draft contract attached hereto makes the requested changes to these provisions in Section 7.A.

**Recommendation:** I recommend that City Council approve the attached Ordinance, which would allow the City to purchase the subject property in the amount of \$113,000 and pay for Title Insurance and closing costs.

Attachments: Draft Ordinance  
Draft Contract of Sale (redline)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE  
AUTHORIZING THE ACQUISITION OF CERTAIN REAL ESTATE  
(131 and 205 N. Race Street, Urbana, Illinois)**

**WHEREAS**, the City of Urbana, Champaign County, Illinois (the “City”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to acquire any real estate, including any interest therein, for municipal purposes in such manner as the Corporate Authorities of the City may authorize; and

**WHEREAS**, the Corporate Authorities of the City have determined that it is advantageous and desirable for municipal purposes and the public welfare of its residents for the City to acquire certain real estate in order to promote and protect the health, safety, and welfare of the public, particularly future development; and

**WHEREAS**, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for the Sale and Purchase of Real Estate (the “Contract”), a copy of which is attached hereto and incorporated by reference herein, by and between the entity listed below, as Seller, and the City, as Buyer, whereby the Seller agrees to sell and the City agrees to purchase the certain parcel of real estate, together with related improvements and appurtenances located thereon (as more particularly described in the Contract, the “Premises”) set forth below:

Urbana School District 116  
P.O. Box 3039  
Urbana, IL 61803-3039  
PINs: 91-21-08-453-018; 91-21-08-453-017  
Purchase Price: \$113,000.00

; and

**WHEREAS**, the Purchase Price for the Premises is shown above.

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

**Section 1.** That the acquisition of the Premises by the City from the Seller for the purposes as set forth in the preambles and recitals of this Ordinance and under such terms and conditions as set forth in the Contract be and the same is hereby authorized and approved.

**Section 2.** That for and on behalf of the City, the Mayor is hereby authorized to execute and deliver the Contract, and the City Clerk is hereby authorized to attest the same.

**Section 3.** That from and after the effective date of this Ordinance, the proper officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to prepare, execute, deliver, acknowledge and file all such supplemental documents,

agreements, leases, certificates, forms, receipts and other instruments as may be necessary to accomplish the purposes of this Ordinance and the consummation of the conveyance of the Premises to the City in accordance with the respective terms, conditions and undertakings of the Contract.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Corporate Authorities of the City of Urbana, Illinois, at a regular meeting held on the date set forth below upon a roll call vote as follows:

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

AYES:

NAYS:

ABSTENTIONS:

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Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Diane Wolfe Marlin, Mayor

## **CONTRACT FOR SALE OF REAL ESTATE**

This Contract For Sale Of Real Estate ("Contract") is made between Urbana School District #116 (the "Seller"), and the City of Urbana, Illinois, an Illinois Municipal Corporation (the "Buyer") (collectively the "Parties"), and is effective on the last date signed by a party hereto ("Effective Date").

### **WITNESSETH**

The Parties agree as follows:

1. **Premises.** The Seller agrees to sell and the Buyer agrees to purchase the real estate (the "Premises") located at 131 and 205 N. Race Street, Urbana, Illinois, and having permanent index numbers of 91-21-08-453-018 and 91-21-08-453-017, together with all improvements and appurtenances thereon, if any. The legal description of the Premises is attached hereto as Exhibit A and is made a part hereof.
2. **Purchase price.** The purchase price is \$113,000.00, minus credits and prorations allowed by the Parties under this Contract. The purchase price is due and payable at the closing in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to the Seller.
3. **Condition of Premises.** Buyer acknowledges having inspected the Premises and improvements thereon, if any, and being acquainted with the condition thereof. Except as provided in section 11, the Buyer accepts the Premises in its "**AS-IS**" condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of the Seller to make any alterations, repairs or other improvements. Seller disclaims all warranties express or implied as to the condition of the Premises. Buyer shall have the right to inspect the Premises during the 48-hour period immediately prior to possession.
4. **Due Diligence.**
  - (a) For a period of 45 days after the Effective Date (the "**Due Diligence Period**"), Buyer, its agents, engineers, employees, attorneys, accountants, contractors and surveyors shall have the right to conduct all tests, inspections, feasibility and other studies and all other investigations concerning the Premises that Buyer may reasonably require (including, without limitation, environmental tests and assessments, inspection of the physical condition of the Premises, investigation of zoning and other legal requirements, review of financial information concerning the Premises, and investigation of financing for the acquisition of the Premises) to determine whether the Premises is satisfactory to Buyer. All such investigations and studies shall be performed at Buyer's expense.
  - (b) If Buyer, in its sole and absolute discretion, is dissatisfied with the Premises based on the tests, inspections, studies, investigations and review of documents

described above, or for any other reason whatsoever, then Buyer may terminate this Agreement by giving written notice to Seller of such termination at any time on or prior to the last day of the Due Diligence Period. In the event that Buyer terminates this Agreement as provided for herein, all Due Diligence Documents and all copies thereof shall be returned promptly to Seller. Upon such termination, the Earnest Money shall be returned to Buyer and, except as otherwise provided in this Section, neither party shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of its intent to terminate this Contract prior to the expiration of the Due Diligence Period, Buyer's right to terminate this Contract shall be waived and become null and void and shall constitute Buyer's acceptance of the Property in its "**AS-IS**", "**WHERE-IS**" condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs, replacements or other improvements.

- (c) Neither Buyer, nor any of its agents or representatives, shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental and other tests, all of which shall promptly be repaired by Buyer at Buyer's sole cost and expense. Buyer agrees to indemnify and defend Seller and hold Seller harmless from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys' fees, arising out of any act or omission of Buyer, or its agents and/or representatives, in connection with Buyer's due diligence review. The foregoing obligation shall survive the closing of this transaction and any termination of this Contract.

**5. Deed.** The Seller shall convey the Premises to the Buyer by a good and sufficient Warranty Deed, subject only to those exceptions listed in section 7(B), to be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract.

**6. Encumbrances.** Seller expressly warrants that no contracts for the furnishing of any labor or materials to the Premises, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Premises as fixtures will, at the time of closing, be outstanding and not fully performed and satisfied, and further warrants that there are not and will not, at the time of closing, be any unrecorded leases or contracts relating to the Premises, except as heretofore disclosed to Buyer. Seller expressly warrants that there is no pending re-zoning, re-assessment or special assessment proceedings affecting the Premises.

**7. Title.**

- A. Within a reasonable time after execution of this Contract, Seller shall deliver to Buyer a Commitment for Title Insurance issued by a title company doing business in Champaign County committing the company to issue a title policy in the usual form insuring title to the Premises in the name of the Buyer for the amount of the purchase price. ~~The~~All costs associated with~~of~~ such title



insurance, along with all closing costs, shall be borne by the Buyer~~Parties as is usual and customary~~.

- B. At closing, the Seller shall provide good and merchantable title, subject only to general real estate taxes not due and payable at the time of closing, liens of special assessments, zoning laws and building ordinances, easements apparent or of record that do not underlie the improvements, covenants, conditions, encumbrances, and restrictions of record that do not restrict reasonable use of the Premises. The Seller also shall execute and deliver to the Buyer any affidavit, statement, or other document normally required by the title insurance company as a condition for issuance of the title insurance policy provided for above. If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any exception which may be removed by the payment of money may be cured by paying the amount at or prior to Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.
8. **Taxes and assessments.** The Premises, while owned by Seller, has been exempt from payment of real estate taxes in accordance with 35 ILCS 200/15-75. Buyer shall be responsible for any and all real estate taxes accruing on and after the date of closing. The Seller represents to the Buyer that no bills for utilities or other taxes associated with the Seller's possession and use of the Premises will be outstanding and not fully satisfied at the time of closing.
9. **Inspections.** All inspections required by Buyer shall be at Buyer's expense unless otherwise expressly provided in this Contract.
10. **Closing; possession.** The Parties shall hold the closing no later than thirty (30) days after the due diligence period provided in Paragraph 4 ("Closing Date"), unless an extension is requested by the Seller. The Seller may request an extension of the Closing Date for any reason, provided that in no case shall the Closing Date be later than six months after the Effective Date. The closing will take place at such place as the Parties may agree. The Seller shall deliver possession of the Premises to the Buyer concurrently with the closing of this transaction.
11. **Personal Property.** No items of personal property are included in this sale.
12. **Environmental disclosure.** The Seller has disclosed to the Buyer any and all information known to the Seller of any environmental condition that may affect the marketability or usability of the Premises. If the Buyer becomes aware of the existence of any environmental concern or violation of any environmental law or regulation not previously disclosed at any time prior to closing that affects either the value of the

Premises or its use for a commercial or residential purpose, the Buyer may terminate this agreement by written notice to the Seller.

### 13. Representations and Other Obligations.

- (a) Each of the Parties represents and warrants, as of the Effective Date of this Contract and as of the Closing Date (i) that they have legal right, power and authority to execute and fully perform their obligations under this Contract and (ii) that the persons executing this Contract and other related documents required hereunder are authorized to do so. The representations and warranties given by each of the Parties in this paragraph shall survive the Closing.
- (b) If, prior to closing, all or any portion of the Premises is damaged by fire or other natural casualty, or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings, then either party may elect to terminate this Contract by giving notice of such termination to the other. If no such notice is given, Buyer shall take the Premises **“AS-IS”** and this agreement shall continue in accordance with its terms.

### 14. Default.

- (a) The failure of either of the Parties to timely perform any obligation or condition contained in this Contract shall constitute a **“Default”** under this Contract.
- (b) Upon the occurrence of a Default, the party claiming the Default (the **“Non-Defaulting Party”**) may serve written notice of the Default upon the other party (the **“Defaulting Party”**), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Contract as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.
- (c) The remedies set forth in subparagraph (b) above in the event of a Default are not intended to be exclusive and the Parties shall have the right to all other lawful remedies, including specific performance.
- (d) If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Contract, the Defaulting Party shall pay all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Contract.

15. **Entire agreement.** This Contract constitutes the entire agreement between the Parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be modified except by a writing signed by both Parties. The exhibit to this Contract is incorporated herein by this reference thereto.

16. **Notices.** Except where the terms of this Contract expressly provide otherwise, the Parties shall give all notices required or permitted by this Contract in writing, addressed

as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Seller  
 Urbana School District #116  
 Attn: Chief Financial Officer  
 1101 E. University Avenue, Suite B  
 Urbana, IL 61802

Buyer  
 City of Urbana  
 Attn: City Administrator  
 400 S. Vine Street  
 Urbana, IL 61801

17. **Survival of agreement.** All of the covenants, warranties, representations, and agreements contained in this Contract that were not performed at the time of the closing will survive such closing for one year and will not merge with the deed. A party that violates any such covenants, warranties, representations, or agreements shall indemnify and defend the other party against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from such violation, and such obligation will not merge with the deed.

The Parties are signing this agreement on the dates indicated opposite their signatures.

**Seller:**

Urbana School District #116

\_\_\_\_\_  
 Name/Title

\_\_\_\_\_  
 Dated

\_\_\_\_\_  
 Name/Title

\_\_\_\_\_  
 Dated

**Buyer:**

City of Urbana

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

Diane Wolfe Marlin  
 Mayor

\_\_\_\_\_  
 Dated

ATTEST:

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

Exhibit A  
Legal Descriptions

Parcel 1: Lots pt 5, pt 6 Park's, William, Add of Out Lots

PIN: 91-21-08-453-018

Commonly known as: 131 N. Race St., Urbana

Parcel 2: Lots pt 3, pt 4, pt 5, pt 6, pt 7, pt 8, pt 9, pt 10, pt 11 Besore, George, and  
C.A., Sub and other land

PIN: 91-21-08-453-017

Commonly known as: 205 N. Race St., Urbana

**MEMORANDUM**

**TO:** Mayor Diane Wolfe Marlin and City Council Members

**FROM:** Elizabeth Hannan, Human Resources & Finance Director / CFO  
Femi Fletcher, Human Resources Manager

**DATE:** May 31, 2023

**SUBJECT: A RESOLUTION AUTHORIZING EXECUTION OF CHIEF OF POLICE  
EMPLOYMENT CONTRACT**

**Introduction:** Attached is a resolution authorizing the Mayor to execute an employment contract with Larry D. Boone to become the next Chief of Police, and authorizing the Human Resources and Finance Director to take the actions necessary to meet the City's obligations under the contract.

**Background:** The Chief of Police position was vacated upon the retirement of former Chief Bryant Seraphin in April 2022. The City contracted Polihire to conduct a national search to fill the position in June 2022. The position was posted in August 2022, and over the course of the following months, Polihire sourced, vetted, and interviewed candidates. While the position was posted, Polihire conducted several community engagement initiatives, including a community survey, several online focus groups, and interviews with key community stakeholders, including City Council members, to gather direct feedback related to the qualities, characteristics, and priorities of the next Chief of Police.

In January and February 2023, City staff interviewed the top candidates referred to the City by Polihire. From those interviews, staff and the Mayor determined that Mr. Boone was clearly the most qualified, experienced candidate, and that his leadership and law enforcement strategies provided the most clear fit to those that had been identified during the search. The City presented Mr. Boone as the sole finalist for the position in April 2023, after which additional City staff, community stakeholders, and City Council members interviewed him. Mr. Boone was introduced to the public during two in-person town hall sessions in May 2023. From each of these interactions, City staff collected resoundingly positive feedback regarding Mr. Boone's candidacy as Urbana's next Chief of Police.

**Discussion:** Public safety positions are some of the most difficult to recruit for and to fill. In many cases, competitive candidates are involved in several searches and are heavily recruited by other agencies. Urbana is a small but progressive city facing many of the same challenges as much larger communities with more resources: officer morale, staff shortages, and an uptick in violent crime, all of which illustrate the importance of filling the role of Chief of Police with a highly qualified, experienced candidate. Based upon interviews, interactions with the

candidate, and community feedback, the Mayor and City staff believe that it is in the best interest of the City and the Urbana community to employ Mr. Boone as the Chief of Police. The attached employment terms and conditions were presented to Mr. Boone; he has accepted and agreed to these.

**Recommendation:** Approve the attached resolution authorizing execution of the employment contract with Mr. Boone as Chief of Police, and authorizing the Human Resource and Finance Director to take any actions necessary to meet the City's obligations under the terms of the contract.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A CHIEF OF POLICE  
EMPLOYMENT AGREEMENT AND AUTHORIZING STAFF TO IMPLEMENT THE  
AGREEMENT**

**WHEREAS**, Larry Boone has been offered employment with the City of Urbana in the position of Chief of Police; and

**WHEREAS**, pursuant to 65 ILCS 5/3.1-30-5, the Mayor has submitted Mr. Boone's appointment to the position of Chief of Police to the Council, said term beginning on or after June 05, 2023 and ending June 30, 2025; and

**WHEREAS**, the Council has voted in support of said appointment; and

**WHEREAS**, Mr. Boone and the City have negotiated a contract concerning wages, hours, terms, and other conditions of employment while in the position of Chief of Police; and

**WHEREAS**, the City Council finds that the best interests of the City are served by executing the Agreement.

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

Section 1.

The attached employment agreement is hereby approved.

Section 2.

Upon successful completion of all pre-employment conditions as outlined in said Agreement, the Mayor of the City of Urbana, Illinois, is hereby authorized to execute and deliver, and the City Clerk

of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The Human Resources and Finance Director is hereby authorized to take all actions necessary on behalf of the City to establish the Defined Contribution Plan described in Section 3(D) in the Agreement and any and all actions necessary to meet the City's obligations under the Agreement.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

AYES:

NAYS:

ABSTENTIONS:

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

**APPROVED BY THE MAYOR** this \_\_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor







## **EMPLOYMENT AGREEMENT**

This Employment Agreement (hereinafter, “Agreement”) is entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”) and Larry Boone (hereinafter, “Employee” or “they”) (the City and Employee sometimes referred to, generally, as a “Party” or collectively as the “Parties”).

**WHEREAS**, 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, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

**WHEREAS**, the City seeks to retain Employee to provide administrative leadership to its Police Department;

**WHEREAS**, the City believes it is in the best interest of the municipality that Larry Boone be appointed to the position of Chief of Police;

**NOW, THEREFORE**, in consideration of the promises and other good valuable consideration, as specified in the mutual terms, conditions, and covenants contained herein, the Parties agree as follows:

### **SECTION 1. TERM AND SCOPE OF AGREEMENT.**

This employment contract defines the terms and conditions for Employee’s employment in the position of Chief of Police; this agreement is subject to successful completion of all pre-employment requirements for the position of Chief of Police as prescribed in the conditional offer letter for this position dated May 12, 2023. Pursuant to the Illinois Municipal Code and the Urbana City Code, Employee is subject to appointment and confirmation by the Mayor and Urbana City Council, respectively. 65 ILCS 5/3.1-30-5; UCC 2-42, 2-43. This Agreement speaks to the terms and conditions of Employee’s employment for so long as the City, through its Mayor and Council, appoints and appropriates for Employee to remain in the position of Chief of Police and the Employee chooses to accept and continue in that appointment.

## **SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.**

The City shall employ Employee and provide them with a job description for the position of Chief of Police. Employee shall perform and carryout the duties and responsibilities specified in the job description, appended hereto as Exhibit A. Employee shall also be given such authority as is reasonably necessary in order to perform the said duties and responsibilities. Employee shall perform their duties and responsibilities in a highly ethical and professional manner consistent with federal and state law, the Urbana City Code, City policies and procedures, and consistent with the ethics of their profession, all of which may, from time to time, be amended.

## **SECTION 3. COMPENSATION.**

**A. Salary.** Employee compensation as Chief of Police shall be a gross annual salary of \$205,000 [two-hundred-and five-thousand dollars]. Employee's annual salary shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for participating in the benefits offered to Employee in the same manner as required of the Department Heads. The City shall pay Employee with the same frequency and on the same dates when the City's department heads are paid and consistent with the City's payroll policies and practices.

**B. Non-Salary Compensatory Benefits.** Excepted as provided for herein, the City agrees to provide the benefit package equivalent to that which is provided to the City's Department Heads (see Exhibit B), except that Employee shall be given twenty (20) days of vacation at the start of employment. Thereafter, Employee shall accrue an additional twenty days of vacation annually on the anniversary of employment until such time that the accruals catch up to the City's established vacation accrual schedule for Management employees.

**C. Adjustments.** This Agreement shall be automatically amended to reflect any changes that are made to the City's salary and/or benefits and which are applied to the City's department heads as a whole including, but not necessarily limited to, cost of living adjustments. Employee will also be eligible for annual pay-for-performance adjustments per City policy and procedures.

**D. Defined Contribution Plan.** If Employee elects not to apply to the City's Article 3 Police Pension Fund, the City will establish a 401(a) defined contribution plan. The City will contribute an amount equal to 10% of Employee's gross salary for the duration of Employee's employment, and Employee will contribute 10% of Employee's gross salary to this plan. Upon completion of one year of service, the City's contributions will be 25% vested in this plan, with vesting increasing by 25% each year until Employee has completed four (4) years of service, at which time the City's contributions will be 100% vested, as outlined below:

Upon completion of one (1) year of service, the City's contributions will be 25% vested.  
 Upon completion of two (2) years of service, the City's contributions will be 50% vested.  
 Upon completion of three (3) years of service, the City's contributions will be 75% vested.  
 Upon completion of four (4) years of service, the City's contributions will be 100% vested.

#### **SECTION 4. GENERAL BUSINESS EXPENSES, ALLOWANCES, AND STIPENDS.**

Employee shall be reimbursed for business-related expenses in accordance with the provisions set forth in 820 ILCS 115/9.5 and relevant City policies. Employee shall be given one standard initial issue of uniforms, body armor, duty weapon and badge(s) and an annual uniform allowance of \$1,000.00 [one-thousand dollars](subject to taxation and withholding). Employee will also be issued a cell-phone and laptop computer or tablet which shall be maintained at the City's expense.

#### **SECTION 5. WORK ENVIRONMENT.**

The City shall provide an office and such workspace, furnishings, equipment, supplies, and administrative support as Employee may reasonably require in order for them to professionally, efficiently, and effectively undertake, perform, and discharge the duties and responsibilities provided for in Section 2 of this Agreement.

#### **SECTION 6. AUTOMOBILE.**

Employee will be issued a take-home vehicle for transportation needs related to his job duties for the duration of his tenure as Chief of Police. Employee may use the vehicle for personal travel within the Champaign County limits and subject to IRS rules.

#### **SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.**

**A. Outside Employment.** The employment provided by this Agreement shall be Employee's primary employment. The Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must constitute neither interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

**B. Normal Working Hours.** Employee recognizes that the City's normal business hours are from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, less one hour for lunch per workday. Notwithstanding the immediate foregoing, the City recognizes that Employee will be required to devote a considerable amount of time outside

the City's normal business hours and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall permit Employee to faithfully perform the duties and responsibilities required by this Agreement and Exhibit A appended hereto and made a part hereof.

## **SECTION 8. INDEMNIFICATION.**

Consistent with Urbana City Code Sections 2-171 *et seq.*, the City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities or the exercise of authority provided for in this Agreement. In the event of any such tort, professional liability claim, demand, or other legal action made or filed against Employee, consistent with the terms and requirements of the Urbana City Code, Employee may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Employee, shall extend until a final determination of the legal action, including any appeals brought by either litigant or disputant. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, court costs, and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of their duties. Any settlement of any claim must be made with prior approval of the City in order for this indemnification, as provided in this Section, to be available.

Employee recognizes that the City shall have the right to compromise or settle any matter to which Employee is a litigant or disputant. Further, the City shall pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness, or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending. Further, the City agrees to pay Employee's reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to the City regarding pending litigation.

Notwithstanding anything to the contrary in this Section 8, the City shall have no obligation whatsoever to indemnify, hold harmless, and/or defend Employee if the claim, demand, or other legal action alleged arises from Employee's own grossly negligent, willful, wanton, or intentional misconduct. Further, nothing in this Section 8 shall require the City to indemnify, hold harmless, and/or defend Employee in any criminal proceeding or action brought by the City against Employee.

## **SECTION 9. BONDING.**

The City shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or City ordinance or policy.

## **SECTION 10. RESIDENCY AND MOVING EXPENSES.**

Employee will have six (6) months to from the execution of this agreement to relocate his primary residence to the City of Urbana. Employee shall receive up to \$20,000 [twenty-thousand dollars] reimbursement for relocation expenses. Employee understands that it is the hope of the City that he will be able to locate a property sufficient for his needs such that he can establish residence within the Urbana corporate limits. As such, should Employee establish permanent residence within the City of Urbana, Employee will receive a “sign-on” bonus of \$10,000 [ten-thousand dollars] to be paid within thirty (30) days of latter date of permanent relocation or hire. However, the City recognizes there may exist external uncontrollable factors and constraints, such as the real estate market. Accordingly, if Employee cannot locate such a residence within Urbana, Employee will establish residence within a thirty- (30) mile radius of the Urbana corporate limits. Any bonus and/or reimbursement of non-deductible expenses will be subject to taxation and payroll withholdings.

## **SECTION 11. EMPLOYEE DEVELOPMENT, LICENSES AND MEMBERSHIPS.**

**A. Professional Licenses and Certifications.** To the extent that the City requires Employee to be licensed or certified to undertake and perform their duties and responsibilities, the City shall pay the full cost for obtaining and maintaining all such licenses or certifications. Employee shall be eligible for reimbursement for other licenses and certification fees as the employee’s direct supervisor may approve and which relate to Employee’s performance of their duties and responsibilities. Within six (6) months of commencement of employment, Employee must obtain (and thereafter maintain) State of Illinois Law Enforcement Officer certification and obtain and maintain an Illinois Driver’s License. Employee shall maintain in full force and effect during the period of their employment with the City all licenses and certifications which they are required to obtain as provided in Exhibit A appended hereto and made a part hereof.

**B. Professional Organization Memberships.** The City shall pay for or reimburse Employee for the cost(s) of membership in one or more job-related professional organizations that the employee’s direct supervisor deems beneficial to Employee’s performance of their duties and responsibilities.

**C. Conferences and Training.** The City shall pay for or reimburse Employee for the cost(s) they incur in connection with attendance of the yearly IACP and NOBLE national conferences. The City shall also pay for or reimburse Employee for cost(s) incurred in connection with attendance of other professional conferences, seminars, training, workshops, and development in connection with the performance of their duties and responsibilities, subject to budgetary constraints.

## **SECTION 12. SEPARATION.**

For purposes of this Agreement, separation shall mean and occur when:

- A.** The Mayor, subject to Illinois Municipal Code Section 3.1-35-10 (65 ILCS 5/3.1-35-10), elects to either separate the Employee prior to the end of their existing appointment, elects not to reappoint Employee with employee having served less than five (5) years in total from his date of original hire, or if the City Council declines to confirm Employee's re-appointment when put forth by the Mayor.
- B.** The City, citizens, or legislature amends any provision of the Urbana City Code pertaining to the role, powers, duties, authority, and/or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.
- C.** The City reduces the salary, compensation, or any other benefit of Employee in an amount or in value that is greater than the average reduction of all Department and Division heads' salary, compensation, or other benefit.
- D.** The Employee resigns following the City's offer to accept their resignation, whether formal or informal; then Employee may declare a termination as of the date of the City's offer to accept their resignation.

## **SECTION 13. SEVERANCE.**

Except as provided in Subsection F of this Section 13, the City shall pay severance to Employee when Employee's employment is separated as defined in Section 12.

**A. Severance Payment.** If Employee is separated as provided in Section 13 of this Agreement, the City shall provide a severance payment of twenty (20) weeks of pay at Employee's then-current rate of pay.

**B. Timing of Severance Payment.** This severance shall be paid in a lump sum within seventy-five (75) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.

**C. Continuation of Health Insurance.** The City shall also maintain Employee's health insurance, including the City's contributions, for the duration of the aforementioned twenty-week severance period, provided the Employee pays the employee portion of the premium and has not obtained or become eligible for health insurance elsewhere, including, but not limited to, insurance offered through other employment, an educational institution, Medicare, etc.

**D. Final Payout.** Employee shall also be compensated for all accrued and unused vacation leave, so much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 13 shall be subject to withholding as required by state and federal law.

**E. COBRA.** Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 13.

**F. Exception to Payment of Severance.** Notwithstanding anything to the contrary contained in this Section 14, Employee shall not be entitled to any form of severance if Employee is terminated as a direct or proximate result of their unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. In the event that the City seeks to secure Employee's termination under this Subsection F of Section 14 through a mutually negotiated settlement, pursuant to the Illinois Government Severance Act, 5 ILCS 415/10, the terms of such settlement shall provide no greater than twenty (20) weeks of severance pay.

**G. Entirety of Consideration.** Except as otherwise set forth in this Agreement, Employee is not entitled to any further compensation, monies, or other benefits from the City, including coverage under any benefit plans or programs sponsored by the City, except for those explicitly stated in Section 12 of this document.



## **SECTION 14. RESIGNATION.**

In the event Employee voluntarily resigns, without having first received an offer from the City for their resignation, from their position as Chief of Police, Employee shall provide a minimum of thirty (30) days' advance written notice to the Mayor. In the event of such voluntary resignation, Employee shall not be entitled to any severance as provided in Section 14 of this Agreement.

## **SECTION 15. TRANSITION OF DUTIES AND RESPONSIBILITIES.**

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City.

## **SECTION 16. MISCELLANEOUS TERMS.**

**A. Notices.** Any notice required to be given shall be deemed effective if given as follows:

1. A notice which is hand delivered to the intended recipient of such notice shall be deemed effective on the day given if delivery directly to the intended recipient is made prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day. A hand-delivered notice shall be placed in an envelope bearing the name of the intended recipient.
2. A notice which is placed in a properly addressed envelope (based upon the most recent address provided by Employee to the City) bearing proper postage shall be deemed effective three (3) days following placement of such envelope with the United States Postal Service, First Class U.S. Mail delivery.
3. A notice which is placed with a private courier service for delivery shall be deemed effective on the day of delivery if the intended recipient receives the notice prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day.

All other forms of notice shall not be deemed effective. All notices shall bear a legend on the envelope that reads "CONFIDENTIAL."

**B. Integration.** This Agreement shall be deemed and construed as the sole and mutual understanding of the Parties and shall supersede and render null and void any prior understanding by and between the Parties whether such understanding is oral or in writing.

**C. Amendment.** Notwithstanding anything to the contrary contained in this Agreement, the Parties, by a duly executed writing, may amend, modify, change, or rescind this Agreement.

**D. Binding Effect.** This Agreement shall be binding on and enforceable against the Parties, respectively, as well as their executors, administrators, heirs, legatees, successors, assigns, and representatives in interest.

**E. Effective Date.** This Agreement shall become effective on the latest date of execution appearing below. Unless agreed to in writing otherwise, Employee's annual salary and benefits provided in this Agreement and Exhibit B appended hereto and made apart hereof shall commence with the first day Employee commences performance of Chief of Police.

**F. Severability.** In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares an essential term of this Agreement to be null, void, and of no effect and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court's declaration.

For purposes of this Subsection F. of this Section 17, "essential term" shall mean and be construed as including the duties and responsibilities provided for in Section 2 of this Agreement and Exhibit B appended hereto and made a part hereof and the compensation provided in Section 3 of this Agreement and Exhibit A appended to and made a part of this Agreement.

**G. Governing Law and Venue.** This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Illinois. Any action which may arise to enforce, construe, interpret, or for breach of this Agreement shall be filed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois or the United States District Court for the Central District of Illinois and in no other jurisdiction or venue.

**H. Section and Subsection Headings.** Section and Subsection headings are provided for convenience in navigating this Agreement and are not intended to aid in the interpretation or construction of any term, condition, or covenant contained herein.

**I. Assignment.** Neither Party shall assign or otherwise transfer any right or obligation which that Party may have as provided in this Agreement without the written consent of the Parties.

**J. Counterparts.** The Parties may execute more than one conformed copy of this Agreement and each duly executed conformed copy shall be deemed an original.

**K. Construction of Agreement.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for preparation of this Agreement.

**L. Employee Allowed to Consult with an Attorney.** Employee acknowledges that they have been given sufficient opportunity and time to consult with an attorney of their choosing before signing this agreement.

**M. Default and Cure.** In the event either Party defaults on any of that Party's obligation as set forth in this Agreement ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to send a written Notice of Default to the Defaulting Party which (i) describes the nature of the default in sufficient detail so as to put the Defaulting Party on notice of the nature of the default; (ii) identifies the Paragraph or Sub-Paragraph of this Agreement, as the case may be, that the Non-Defaulting Party believes is in default; and (iii) provides a reasonable date by which the Defaulting Party must cure the default. Within seven (7) calendar days after the effective date of the Notice of Default, the Defaulting Party shall (i) cure the default within the date specified in the Non-Defaulting Party's Notice of Default; (ii) provide evidence to the Non-Defaulting Party that demonstrates that the Defaulting Party is not in fact in default; or (iii) provide another reasonable date by which the Defaulting Party shall cure the default. In the event that the Defaulting Party responds to the Notice of Default by advising the Non-Defaulting Party the Defaulting Party is not in fact in default or proposes another date by which the default shall be cured, the Parties shall meet in an effort to resolve the dispute or set a date by when the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

**N. Attorneys' Fees and Costs.** If either Party is found by a court of competent jurisdiction to be in breach of this Agreement, to the extent not otherwise prohibited by Illinois law, the non-breaching Party shall be entitled to recover from the breaching Party any and all costs and expenses, including but not necessarily limited to reasonable attorneys' fees, incurred by the non-breaching party in seeking to enforce this Agreement.

**O. Complete Agreement.** This Agreement, together with any documents incorporated herein by reference and all related exhibits, constitutes the Parties' sole and entire agreement with respect to the subject matter contained herein and cancels, supersedes, and replaces any and all prior and contemporaneous proposals, understandings, representations, warranties, and agreements (written, oral, or implied) regarding all matters addressed

herein. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS ELEVEN (11) PAGES AND SIXTEEN (16) SECTIONS CONTAINED THEREIN. EMPLOYEE ACKNOWLEDGES THAT THE ONLY CONSIDERATION FOR EMPLOYEE SIGNING THE AGREEMENT ARE THE TERMS STATED HEREIN, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO EMPLOYEE BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE EMPLOYEE TO SIGN THE AGREEMENT, THAT THEY ARE COMPETENT TO EXECUTE THE AGREEMENT, THAT THEY FULLY UNDERSTAND THE MEANING AND INTENT OF THE AGREEMENT, THAT THEY HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE AGREEMENT WITH EMPLOYEE'S ATTORNEY, AND THAT THEY ARE VOLUNTARILY EXECUTING IT OF EMPLOYEE'S OWN FREE WILL.

[END OF AGREEMENT, SIGNATURES FOLLOW]

**For the City of Urbana, Illinois**

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

\_\_\_\_\_  
Date

Exhibits: A. Job Description  
B. Benefits Package

**Employee**

\_\_\_\_\_  
Larry Boone

**5/26/2023**

\_\_\_\_\_  
Date



MEMORANDUM

**TO:** Urbana City Council  
**FROM:** Mayor Diane Wolfe Marlin  
**DATE:** June 1, 2023  
**RE:** City Staff Appointment

I am pleased to submit the following Appointment for your approval:

**Larry Boone as Chief of Police – effective June 5, 2023 through June 30, 2025**

Larry Boone's bio

Larry Boone is a 33-year law enforcement professional who retired as Chief of Police for the Norfolk, VA Police Department in 2022.

Mr. Boone has experience in many operational and administrative positions in Norfolk, including patrol officer, special enforcement division/metro-tac officer, K-9 officer, internal affairs, detective, homeland security division, corporal, sergeant, lieutenant, captain, assistant chief, and deputy chief. During his time at NPD, he was named Officer of the Year and nominated a second year, and won a medal of valor from the Virginia Police Work Dog Association. He was also awarded a distinguished service medal, received 34 commendation letters/awards, and was an FBI National Academy graduate.

Additionally, Mr. Boone was recognized nationally in 2020 for building trust through community programs by the International Association of Chiefs of Police and subsequently recognized nationally and internationally for managing civil unrest in Norfolk following the killing of George Floyd.

Mr. Boone holds a Bachelor of Arts in Graphic Design from Georgia Southern University and a Master of Public Administration from Old Dominion University. He served as the Police Chief for the last six years of his tenure at Norfolk.