



DATE: Monday, January 05, 2026
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
- C. Additions to the Agenda
- D. Presentations and Public Input
- E. Staff Report
- F. New Business
 - 1. **Resolution No. 2026-01-001R:** A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for Champaign Pit Stop Inc., 1812 North Cunningham Avenue, Urbana, Ill. – Exec
 - 2. **Resolution No. 2026-01-002R:** A Resolution Approving and Authorizing a Recipient Agreement Between the City of Urbana and Cunningham Township Supervisor’s Office for Daytime Staffing for Cunningham Township Overnight Shelter – HRF
 - 3. **Ordinance No. 2026-01-001:** An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #5 – Daytime Staffing for Cunningham Township Overnight Shelter) – HRF
- G. Discussion
 - 1. **Police Surveillance Technology Continuing Discussion (Ordinance No. 2024-12-042)**
- H. Council Input and Communications
- 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@urbanail.gov. 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@urbanil.gov



City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.UrbanaIL.gov

**MEMORANDUM FROM THE OFFICE OF THE MAYOR
TO THE URBANA CITY COUNCIL**

Meeting: January 5, 2026, Committee of the Whole Meeting
Subject: Increasing the Number of Class P Liquor Licenses for Champaign Pit Stop Inc.,
1812 North Cunningham Avenue

Summary

Action Requested

City Council is asked to approve the attached resolution that would increase the number of Class P liquor licenses in the City of Urbana.

Brief Background

Champaign Pit Stop Inc. has applied for a Class P (Package) liquor license for their establishment at 1812 North Cunningham Avenue in Urbana.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Additional Background Information

A Class P liquor license permits the licensee to sell at retail any and all alcoholic liquor in original package form for consumption off-premises only.

It is prohibited to sell, serve, or allow others to sell or serve alcoholic beverages in Urbana without the appropriate license or if the sale or service does not adhere to the requirements of the specific license class and its conditions.

Anyone responsible for a liquor-licensed premises must quickly report any disturbances, violence, or issues on the property to the police. License holders must also keep their premises, surrounding

areas, and nearby spaces clean and free of litter. The Local Liquor Commissioner can issue a notice to address litter, and if it is not fixed within 24 hours, the license could be revoked, or other legal action may be taken.

Recommendation

City Council is asked to approve the Class P liquor license for Champaign Pit Stop Inc., 1812 North Cunningham Avenue.

Next Steps

Upon approval the Deputy Liquor Commissioner will prepare and issue a Class P liquor license for Champaign Pit Stop Inc., 1812 North Cunningham Avenue, with an expiration date of June 30, 2026.

Attachments

A Resolution Approving an Increase in the Number of Liquor Licenses in the Class P Designation for Champaign Pit Stop Inc., 1812 North Cunningham Avenue, Urbana, Ill.

Originated by: Mindy Hewkin, Administrative Assistant

Reviewed: Darius L. White, City Administrator

Approved: DeShawn B. Williams, Mayor/Liquor Commissioner

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INCREASE IN THE NUMBER OF LIQUOR LICENSES IN THE CLASS P DESIGNATION FOR CHAMPAIGN PIT STOP INC., 1812 NORTH CUNNINGHAM AVENUE, URBANA, ILL.

WHEREAS, the City Council has adopted Urbana City Code Section 3-42 to establish limits on the number of liquor licenses issued in the City; and

WHEREAS, Section 3-42(c) of the Urbana City Code provides that a majority of the corporate authorities then elected to office have to approve the creation of a new license; and

WHEREAS, an application for a liquor license in the Class P designation has been submitted to the Local Liquor Commissioner; and

WHEREAS, the City Council finds that the best interests of the City are served by increasing the number of liquor licenses in the Class P designation by one for Champaign Pit Stop Inc., 1812 North Cunningham Avenue, Urbana, Ill.

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

The maximum number of liquor licenses in the Class P designation is hereby increased by one for Champaign Pit Stop Inc., 1812 North Cunningham Avenue, Urbana, Ill. The schedule of maximum number of authorized licenses for the respective classification maintained by the Local Commissioner shall reflect such increase.

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

DeShawn B. Williams, Mayor



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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: January 5, 2026 Committee of the Whole

Subject: A Resolution Approving and Authorizing a Recipient Agreement Between the City of Urbana and Cunningham Township Supervisor’s Office for Daytime Staffing for Cunningham Township Overnight Shelter, and
An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #5 – Daytime Staffing for Cunningham Township Overnight Shelter)

Summary

Action Requested

Staff recommends that City Council approve both this resolution to authorize an agreement to provide \$37,000 in funding for daytime staffing for the Cunningham Township overnight shelter and the associated budget amendment. The budget amendment requires six affirmative votes.

Brief Background

The Township Supervisor has identified a need for additional funding for daytime staffing for the overnight shelter. The Mayor recommends approval of this agreement and the related budget amendment to address that gap.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

This aligns with the City Council goal to, “Coordinate with housing and social service agencies to reduce homelessness.”

Previous Council Actions

N/A

Discussion

Additional Background Information

The Township is seeking additional funding from various partners. Initially, they will staff the shelter on days when temperatures are 20-degrees or below. Ultimately, the goal is to be open daily so that

they can do physical and mental health assessments, and case management that is essential to helping people take their next steps before the shelter closes at the end of April.

Fiscal and Budget Impact

Funds are available in the City's General Operating Fund. The total estimated ending fund balance would be \$20,959,764, of which \$17,417,202 is reserved to meet (1) the 25% policy requirement (\$11,944,202) and designated reserves related to (2) potential loss of federal funds (\$4,600,000) and (3) future expenditures for the community engagement team pilot program (\$873,000). This leaves \$3,542,562 available to be allocated.

Community Impact

The shelter is helping to meet the need for safety, food, overnight housing, and other support for residents of our community who are experiencing homelessness.

Recommendation

Staff recommends that City Council approve both this resolution to authorize an agreement to provide \$37,000 in funding for daytime staffing for the Cunningham Township overnight shelter and the associated budget amendment.

Next Steps

If approved, the Agreement will be executed, and funds will be disbursed to the Cunningham Township Supervisor's Office.

Attachments

1. A Resolution Approving and Authorizing a Recipient Agreement Between the City of Urbana and Cunningham Township Supervisor's Office for Daytime Staffing for Cunningham Township Overnight Shelter
2. An Ordinance Revising the Annual Budget Ordinance (Budget Amendment #5 – Daytime Staffing for Cunningham Township Overnight Shelter)

Originated by: Elizabeth Hannan, HR & Finance Director / CFO

Reviewed by: Olivia Jovine, Community Development Services Director

Nick Olsen, Interim Grants Manager

Don Ho, Senior Financial Analyst / Budget Coordinator

Approved: Darius White, City Administrator

RESOLUTION NO. _____

**A Resolution Approving and Authorizing a Recipient Agreement
Between the City of Urbana and Cunningham Township Supervisor’s Office
for Daytime Staffing for Cunningham Township Overnight Shelter**

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

WHEREAS, Cunningham Township is operating on Overnight Shelter from November 2025 through April 2026; and

WHEREAS, funds available are insufficient to provide daytime staffing throughout the season.

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

Section 1. That the Agreement providing \$37,000 in City general funds to Cunningham Township Supervisor’s Office for daytime staffing for the Overnight Shelter in substantially the same form of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

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

DeShawn B. Williams, Mayor

**Recipient Agreement Between the City of Urbana
and Cunningham Township Supervisor's Office for
Daytime Staffing for Cunningham Township Overnight Shelter**

This Agreement ("Agreement") is entered as of [DATE], by and between Cunningham Township Supervisor's Office ("Recipient"), with an address of 205 W Green Street, Urbana, IL and the City of Urbana, Illinois ("City"), with an address of 400 S. Vine Street, Urbana, IL 61801, collectively "the Parties."

1. **Purpose and Scope.** The Parties intend for this Agreement to provide funding for daytime staffing for the Cunningham Township Overnight Shelter for the period from November 2025 through April 2026.
2. **Funding:** The City will transfer General Funds to Cunningham Township in an amount of \$37,000 in support of this assistance within thirty (30) days of approval of this agreement.
3. **Roles and Responsibilities of Recipient.**
 - a. Recipient agrees to cooperate with meetings conducted by Urbana City Council members and/or City staff, as requested, to review programs in progress.
 - b. Recipient shall be required to repay the City in the amount of funds that were not spent in accordance with the regulations and requirements specified in this Agreement.
 - c. Recipient will submit reporting information to the City including:
 - i. Quarterly updates on program details
 - ii. Program timeline and status
 - iii. Program impact
 - iv. Expenditure information and status.
 - d. Recipient will provide to the City, upon reasonable notice, access to and the right to examine such books and records of Recipient and will make such reports to the City as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
 - e. Recipient will comply with all applicable federal, state or local statutes, ordinances, and regulations.
 - f. Recipient will not use any of these General Funds for lobbying purposes. General Funds will not be used to influence an officer or employee of any agency, including

the City, in connection with any federal, state, or local contract, grant, loan, or cooperative agreement. If it is determined by the City that any expenditure made with the General Funds provided under this Agreement is prohibited by law, Recipient will reimburse the City any amount that is determined to have been spent in violation of the law.

- g. Recipient will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this the expenditure of General Funds and this agreement.
- h. Recipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. Daytime Staffing for Cunningham Township Overnight Shelter.

- a. Services: Funds will be used only to provide daytime staffing for the Cunningham Township Overnight Shelter for the period November 2025 through April 2026.
- b. Qualifying Populations: All clients served must meet the definition of a Qualifying Population as described below:
 - i. **Homeless**, as defined in 24 CFR 91.5 Homeless (1), (2), or (3): (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals);
- c. Oversight: The Project activities shall be overseen by the Recipient *and include the following responsibilities*:
 - i. Review reports and program adherence.
 - ii. Review significant changes in programs and discuss with the City prior request for approval and implementation.

5. Roles and Responsibilities of the City.

- a. The City shall provide General Funds to Recipient in the amount of \$37,000 with thirty (30) days of approval of this agreement.
- b. The City shall provide oversight as described in this Agreement for the purpose of ensuring that General Funds are spent in compliance with federal, state, and local laws, as applicable, and in compliance with the intended purpose and outcomes of the funds and project as set forth in this Agreement.

c. The City is not responsible in any way for the operations of Recipient.

6. Notices

a. Notices and communications under this AGREEMENT shall be sent first class, prepaid to the respective parties as follows.

TO THE CITY:

City of Urbana
Grants Division
400 South Vine Street
Urbana, Illinois 61801

TO THE RECIPIENT:

Cunningham Township Supervisor’s Office
205 West Green Street
Urbana, Illinois 61801

- 7. **Term.** This Agreement shall commence upon its execution between the Parties and shall remain in effect until April 30, 2026. Upon the expiration of this Agreement, Recipient shall maintain all records and documents related to this Agreement for a period of five (5) years.
- 8. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, Recipient shall provide to the City an accounting of the General Funds and shall remit unspent General Funds to the City. Additionally, if Recipient does not spend the General Funds in accordance with this Agreement, Recipient will be required to repay the City in the amount of General Funds that were utilized incorrectly. The requirement to repay misused funds shall remain in effect for the entire original term even after the early termination by either party.
- 9. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
- 10. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 11. **Default and Enforcement of Agreement.** A default shall consist of noncompliance with the terms and conditions of the Agreement, any material breach of the Agreement, failure to comply in a timely manner with all reporting requirements, failure to expend grant funds in a timely manner, or a misrepresentation in the application submission which, if known by the City, would have resulted in grant funds not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- a. Direct the Recipient to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities.
- b. Direct the Recipient to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions.
- c. Revise the scope of service or budget to remediate the performance deficiency.
- d. Suspend disbursement of grant funds for affected activities.
- e. Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Recipient of the City's written notice of default. Unless the Recipient's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. No delay or omission by the City in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default. Notices required herein, shall be considered received by the Recipient and the City if delivered in the manner specified in section 15 of the Agreement.

12. **Indemnity.** Recipient agrees to indemnify and hold harmless the City, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by Recipient, its respective successors and assigns that occurs in connection with this Agreement. This includes, but is not limited to:
- a. The loss of any monies paid to Recipient
 - b. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by Recipient
 - c. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of Recipient or any of its contractors, subcontractors, suppliers, and laborers etc. in the execution or performance of this Agreement.

This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party. In the event that any actions, suit, or proceeding is brought against the City upon any liability arising out of the agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Recipient by register or certified mail. Upon receipt of such notice, Recipient at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgement against the City.

13. **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery which are not related to or the direct result of a party's negligence or breach.

- 14. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 15. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 16. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
- 17. **Assignment:** Recipient shall not assign this agreement, nor any part thereof, without the prior written approval of the City.
- 18. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
- 19. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE CITY OF URBANA

RECIPIENT

DeShawn B. Williams, Mayor

Danielle Chynoweth, Supervisor

Darcy E. Sandefur, City Clerk

Darcy E. Sandefur, Town Clerk

ORDINANCE NO. _____

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

(Budget Amendment #5 – Daytime Staffing for Cunningham Township Overnight Shelter)

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

WHEREAS, the corporate authorities of the City heretofore did approve the annual budget ordinance of and for the City of Urbana for the fiscal year beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, the said corporate authorities find that revising the annual budget ordinance by deleting, adding to, changing, or creating sub-classes within object classes and object classes themselves is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, the Budget Director may not make such revision under the authority so delegated to the Budget Director pursuant to 65 ILCS 5/8-2-9.6 or Urbana City Code Section 2-133.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AND THE MAYOR, BEING THE CORPORATE AUTHORITIES OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1.

The annual budget ordinance shall be and the same is hereby revised as set forth in the exhibit appended hereto and made a part hereof as if fully set forth herein.

Section 2.

This Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana, Illinois, at a duly noticed and convened meeting of the said corporate authorities.

PASSED BY THE CORPORATE AUTHORITIES this __ Day of _____, 20__.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this __ Day of _____, 20__.

DeShawn B. Williams, Mayor

Budget Amendment 2025/26 - 05 - Exhibit A

General Ledger Code	Project String	Description	Current Budget	Revised Budget	Difference	Reason
<u>GENERAL OPERATING FUND (100)</u>						
<u>Expenditures</u>						
10050523-52999		SOCIAL SERVICES: OTHER CONTRACTUAL SERVICES	1,262,221	1,299,221	37,000	DAYTIME STAFFING FOR SHELTER
<u>Total Expenditures</u>			<u>56,100,410</u>	<u>56,137,410</u>	<u>37,000</u>	
<u>Ending Fund Balance (estimated)</u>			<u>20,996,764</u>	<u>20,959,764</u>	<u>(37,000)</u>	

Examples of Covered/ included Surveillance Technology (not an exhaustive list)

Urbana, IL	Oak Park, IL	Boston, MA	Oakland, CA	Dayton, OH
Automatic license plate readers;	✓	✓	✓	✓
International mobile subscriber identity (IMSI) catchers and other cell-site simulators	✓ (Cell site simulators, stingrays)	✓	✓	✓
Biometric Surveillance Technology, including facial, voice, iris, and gait-	✓ (face & gait only)	✓	✓	✓ (face & gait only)
Social media monitoring software	✓	✓	✓	✓
Video and audio monitoring and/or recording technology <u>that can be remotely accessed, including privately owned devices such as doorbell cameras</u>	✓(all cameras with remote access	✓	✓(all cameras with remote access	✓(all cameras with remote access
Closed-circuit television cameras except as otherwise provided herein	✓(all cameras with remote access	✓	✓(all cameras with remote access	✓(all cameras with remote access
Gunshot detection and location hardware and services	✓	✓	✓	✓
Software designed to integrate or analyze data from surveillance technology,	✓	✓	✓ (similar)	✓
Thermal imaging or “forward-looking infrared” devices or cameras	✓ in definition	✓	✓	✓ in definition
Surveillance enabled or capable light bulbs or light fixtures	✓	✓		✓
GPS tracking systems that monitor an individual’s location, <u>in accordance with the IL Freedom from Location Surveillance Act.</u>	✓ "location info" in definition			✓ "location info" in definition
Electronic database systems containing <u>or analyzing</u> Surveillance Data about	✓ in definition	✓	✓ in definition	✓ in definition
Tools, including software and hardware, used to gain unauthorized access to a mobile device, computer, computer service, or computer network	✓ vaguely in definition	✓	✓ vaguely in definition	✓ vaguely in definition
<u>Drone usage in City limits. in addition to compliance with the Illinois Freedom</u>	✓ cites IL drone surv act			
Through-the-wall radar or similar imaging technology		✓		
X-ray vans		✓		
Radio-frequency identification (RFID) scanners		✓		
Passive scanners of radio networks		✓		
Long-range Bluetooth and other wireless-scanning devices		✓		
Electronic toll readers;		✓		
Mobile DNA capture technology		✓		
			Body-worn cameras	

General Definition of Surveillance Technology					Applies to:
Urbana	Any device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, associational, or similar information specifically associated with, or capable of being associated with, any identifiable individual or group; or any system, device, or vehicle that is equipped with an electronic surveillance device, hardware, or software.				TBD
Oak Park, IL	Any device or system designed, used, or intended to be used to collect, retain, process, or share audio, electronic, visual, location, thermal, olfactory, or similar information associated with, or capable of being associated with, any specific individual or group of specific individuals by the Police Department for law enforcement purposes.				Police Department
Boston, MA	Any device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, associational, or similar information specifically associated with, or capable of being associated with, any identifiable individual or group; or any system, device, or vehicle that is equipped with an electronic surveillance device, hardware, or software.				All city departments, mayor submits to council
Oakland, CA	Any software, electronic device, system utilizing an electronic device, or similar technological tool used, designed, or primarily intended to collect, retain, analyze, process, or share audio, electronic, visual, location, thermal, olfactory, biometric, or similar information specifically associated with, or capable of being associated with, any individual or group.				All city staff
Dayton, OH	Any device or system designed or used or intended to be used to collect, retain, process or share audio, electronic, visual, location, thermal, olfactory, or similar information associated with, or capable of being associated with, any specific individual or group of specific individuals by the Dayton Police Department.				Police Department
NOT covered by the ordinance/ code as surveillance tech					
	Urbana, IL	Oak Park, IL	Boston, MA	Oakland, CA	Dayton, OH
	Routine office hardware, such as televisions, computers, and printers, that are in widespread public use and will not be used for any surveillance or surveillance-related functions	✓	✓	✓	✓
	Manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is used for manually capturing and manually downloading video and/or audio recordings	✓	✓	✓	✓
	Surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles	✓	✓	✓	✓
	City databases that do not and will not contain any Surveillance Data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology	✓ (similar)	✓	✓ (including payroll, accounting, fiscal data)	✓ (including payroll, accounting, fiscal data)

Manually-operated technological devices that are used primarily for internal City communications and are not designed to surreptitiously collect Surveillance Data, such as radios and email systems	✓	✓	✓	✓
Cameras installed on City property solely for security purposes, including closed-circuit television cameras installed by the City to monitor entryways and outdoor areas of City-owned or controlled buildings and property for the purpose of controlling access, maintaining the safety of City employees and visitors to City buildings, and protecting City property	✓ (similar)	✓		✓ (similar)
Technology that monitors only City employees in response to complaints of wrongdoing or in order to prevent waste, fraud, or abuse of City resources	✓ (similar)	✓		✓ (similar)
Parking ticket devices (PTDs) and related databases	✓	✓		✓
Card readers and key fobs used by City employees and other authorized persons for access to City-owned or controlled buildings and property	✓ (similar)	✓		
Cameras installed in or on a police vehicle	✓	✓		
Security cameras including closed-circuit television cameras installed by the City to monitor cashiers' windows and other cash-handling operations and to maintain the safety of City employees and visitors to such areas	✓ (similar)	✓		
Parking access and revenue control systems, including proximity card readers and transponder readers at City-owned or controlled parking garages	✓ (similar)	✓		
Body-worn cameras as required by the Illinois Law Enforcement-Worn Body Camera Act, 50 ILCS 706/10-1 <i>et seq.</i> , as amended	✓			
Cameras installed pursuant to state law authorization in or on any vehicle or along a public right-of-way solely to record traffic violations or traffic patterns, provided that the Surveillance Data gathered is used only for that purpose;		✓		✓ (similar)
Cameras installed solely to protect the physical integrity of City infrastructure		✓		

		Police Department computer aided dispatch (CAD), records/case management, live scan, booking, and related dispatch and operation or emergency services systems and state and federal law enforcement databases;		✓ Police department case management and records management systems, including computer aided dispatch systems, and field-based reporting systems.	✓
		Police department interview room, holding cell, and Police Department internal security audio/video recording systems;		✓ (interview room cameras only)	✓
		Smart meter technology employed for water and sewer utility purposes			
				Personal communication devices that have not been modified beyond stock manufacturer capabilities in a manner described above, provided that any bundled Face Recognition Technology is only used for the sole purpose of user authentication in the regular course of conducting City business.	

Ordinance No. 2024-12-042

AN ORDINANCE ESTABLISHING APPROVAL, POLICY, AND REPORTING REQUIREMENTS FOR SURVEILLANCE TECHNOLOGY

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, the City of Urbana reaffirmed its commitment as a sanctuary city in Resolution No. 2016-12-070R, stating that “the City Council and the Mayor will join with councils and mayors from other communities around the country to stand with our immigrant residents and defend policies that welcome and protect immigrants...” and that “no city employee or official or department or agency of the City of Urbana shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person unless such inquiry or the investigation is required by a court order...”; and

WHEREAS, the City of Urbana adopted the Ten Shared Principles on June 22, 2020 in Resolution No. 2020-06-031R which states “We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status;” provides support to “build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles” and advocates for “the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality”; and

WHEREAS, it is the Urbana City Council (“Council” or “City Council”) and City’s responsibility to legislate matters of public safety and accountability to the public, and any use or expense of surveillance technology require due public process and approval from City Council; and

WHEREAS, the Urbana City Council finds that no decision relating to surveillance technology should be made without collaborative community input and consideration of the impact such technologies may have on civil rights and civil liberties, including those rights guaranteed by Article I of the Illinois Constitution and the First, Fourth, and Fourteenth Amendments to the United States Constitution; and

WHEREAS, the use of surveillance technologies are known to have had a significant, detrimental impact on civil rights and civil liberties, namely the invasion of an individual's privacy and infringing on their right to be left alone, including those guaranteed by the First, Fourth and Fourteenth Amendments to the United States Constitution, and thus it is incumbent on the police seeking to fund, acquire, or use a surveillance technology to expressly identify the potential adverse impacts the technology may have on civil rights and civil liberties and what specific measures it will undertake to prevent such adverse impacts; and

WHEREAS, surveillance technologies can create oppressive, stigmatizing environments when used indiscriminately, continuously, or pervasively, especially for communities that have historically been disproportionately targeted by their use, such as communities of color, low-income communities, and politically active communities; and

WHEREAS, the urgency to publicly process the acquisition of surveillance technologies is necessitated by new concerns whether surveillance technologies will be used to apprehend people from out-of-state seeking abortions and other reproductive healthcare in Illinois; people without legal immigration status who seek asylum and would be sought for deportation; peaceful individuals or organizations exercising their rights, including expressing grievances against the government; and people whose race, national origin, ethnic identity, gender identity, sexual orientation, or other protected demographics place them under potential for additional surveillance; and

WHEREAS, the need for a public process to acquire surveillance technologies is further required because of the likelihood that federal law enforcement agencies will access any data stored by surveillance technologies; and

WHEREAS, as of the passing of this ordinance, there is no current city policy on the use and acquisition of police surveillance technology, and it is therefore necessary to clarify the Council's position on the required processes of public accountability;

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

Section 1. Purpose:

The purpose of this ordinance is to provide transparency, oversight, and accountability regarding the acquisition and use of surveillance technology and the data it collects by the City of Urbana police department, and to protect privacy, civil rights, and racial and immigrant justice.

Section 2. Approval Process for Surveillance Technology Acquisition or Use

(a) When the Police Department seeks to acquire or use new surveillance technology or change an existing Use Policy, it shall, prior to such acquisition or use obtain approval by majority vote of the Urbana City Council prior to purchasing, acquiring, or using any new surveillance technology (as defined in Attachment A of this Ordinance), which includes adding data from a new source or new analytic tools in a manner which changes the functionality of the existing data collected by the surveillance technology.

(b) At least thirty (30) days prior to seeking approval of a surveillance technology, the City shall submit to the City Council and make publicly available a written and unredacted surveillance technology “Use Report,” along with a draft of the proposed surveillance technology “Use Policy” (*as defined in Attachment A of this Ordinance*). During this time, the public will have the opportunity to provide input to the City Council.

Section 3. Standard for Approval of Surveillance Technology

a) When evaluating a request for the use of surveillance technology, the City Council may consider a range of factors, including but not limited to:

- i) The potential public safety benefits and effectiveness of the technology.
- ii) The economic, social, and community costs associated with its implementation and use.
- iii) Any potential impacts on civil liberties and civil rights, including privacy concerns.
- iv) The possibility of disparate impacts on specific communities or groups.
- v) Safeguards or oversight mechanisms that could mitigate risks or unintended consequences.
- vi) Alternative methods or technologies that could achieve similar outcomes with fewer negative effects.

Section 4. Reporting and Approval of Existing Surveillance Technologies

(a) For all existing or hereinafter approved surveillance technology in use, a “Surveillance Technology Annual Report” will be publicly available and presented to City Council each year, which includes a current copy of the “Use Policy” for each technology and other information included in the definitions in Attachment A.

(b) For all surveillance technology referenced here that are already in use at the time this Ordinance is approved:

- (i) The City shall present to City Council a “Use Report” and “Use Policy” for each technology in use, within one hundred twenty (120) days of the passing of this Ordinance, unless otherwise extended with approval by majority vote from City Council. No more than two (2) extensions shall be granted for any individual technology or database in use.
- (ii) The existing surveillance technologies shall require a formal approval process (as outlined in Section 2 and 3 of this Ordinance) as soon as the information on each technology is made available.
- (iii) If the Council has not approved the continuing use of the surveillance technology, including the Use Report and the Use Policy, within one hundred eighty (180) days of its submission to the Council, unless otherwise extended, the City Department shall cease its use of the surveillance technology and the sharing of surveillance data therefrom until such time as Council approval by majority vote is obtained in accordance with this Ordinance.
- (iv) During the period that continued use is not yet approved, the technology or database contract shall not be renewed or extended even if the result would be the termination of availability of the use before one hundred eighty (180) days.
- (c) Any two council members may request that a surveillance technology be re-evaluated for approval as outlined in Section 2 and 3 of this Ordinance.

Section 5. Contractual Agreements Involving Surveillance Technology

- (a) Except where otherwise allowed under this Ordinance all contracts or agreements for the acquisition or use of surveillance technology, regardless of duration or cost, shall require formal approval by a majority vote of the City Council prior to execution.
- (b) Prior to approval, the City shall provide all members of City Council with a complete copy of any and all contract(s) or other agreement(s) for the purchase, acquisition, or use of any new surveillance technology, including proposed non-disclosure agreements (NDAs) that are required to be executed in tandem with a purchase or acquisition agreement
- (c) The Mayor’s Office and all City Departments are hereby prohibited from entering into any contract or other agreement with any non-governmental entity in exchange for any monetary or any other form of consideration from any source, (including the assessment of any additional fees, interest, or surcharges on unpaid fines or debts), that facilitates the receipt of government or privately generated and owned surveillance data. Any contracts or

agreements signed prior to the enactment of this ordinance that violate this section shall be terminated as soon as is legally permissible.

Section 6. Exigent Circumstances

(a) Notwithstanding the provisions of this ordinance, the Urbana Police Department may temporarily acquire or temporarily use surveillance technology in exigent circumstances for a period not to exceed thirty (30) days, with approval from the Mayor or their designee, without following the provisions of approval stated in this ordinance before that acquisition or use. No more than two (2) consecutive periods of exigent circumstantial use shall be granted for any individual technology or database.

(b) If the Urbana Police Department acquires or uses surveillance technology in exigent circumstances under this section, the Department must:

(i) Report that acquisition or use to the City Council in writing within thirty (30) days following the end of those exigent circumstances and the use of the surveillance technology.

(ii) Submit a Use Report and, if necessary, a technology-specific Use Policy to the City Council regarding that Surveillance Technology within thirty (30) days following the end of those Exigent Circumstances.

(iii) Include that surveillance technology in the next Surveillance Technology Annual Report to the City Council following the end of those Exigent Circumstances.

(iv) If the Urbana Police Department or other City Department is unable to meet the 30-day timeline to submit a surveillance technology Use Report and, if necessary, a technology-specific Use Policy to the City Council, the Urbana Police Department or other City Department must notify the City Council in writing requesting to extend this period. The City Council may grant extensions in 30-day increments beyond the original 30-day timeline to submit a surveillance technology Use Report, and, if necessary, a technology-specific Use Policy.

(v) Any surveillance technology Use Report, and, if necessary, any technology-specific Use Policy submitted to the City Council under this subsection shall be made publicly available on the City's website upon submission to the City Council.

(vi) Any Surveillance Technology Use Report and, if necessary, technology-specific Use Policy submitted to the City Council under this section may be redacted to the extent required to comply with an order by a court of competent jurisdiction, or to exclude information that, in the reasonable discretion of the Urbana Police Department or other City Department, would, if disclosed, materially jeopardize an ongoing investigation or otherwise represent a significant risk to public safety and security; provided, however, that any information redacted pursuant to this paragraph will be released in the next Surveillance Technology Annual Report following the point at which the reason for such redaction no longer exists.

(c) Departments using approved surveillance technologies or other technologies with unutilized and unapproved surveillance capabilities may apply a technical patch or upgrade that is necessary to maintain essential operations or to mitigate cyber security threats to the City's environment. The department shall not use any unapproved new surveillance capabilities of the technology until the requirements of this ordinance are met or unless the Mayor or the Mayor's designee determines that the use is unavoidable; in that case, the Mayor shall request City Council approval as soon as possible. The request shall include a report to the City Council of how the altered surveillance capabilities were used since the time of the upgrade.

Section 7. Exclusionary Rule; Deletion/Destruction Requirement

(a) Any data collected by surveillance technology in contravention of this ordinance, and any data or information derived therefrom, shall be deleted and destroyed as soon as possible, in accordance with state and federal laws, and may not:

(i) Be voluntarily offered as evidence by any City government entity, agency, department, prosecutorial office, or any other subdivision thereof, in any criminal or civil action or proceeding against any member of the public, except as evidence of the violation of this Act; or

(ii) Be voluntarily provided to another person or entity for use as evidence or for any other purpose.

(b) Notwithstanding the above, if, upon the discovery of data or other information that was created or collected in contravention of this ordinance, it appears such data or information may be material to the defense in a criminal prosecution, a copy of the relevant, potentially material data or other information shall be turned over to the defendant before it is deleted and destroyed.

Section 8. Annual Surveillance Technology Report Oversight

- (a) The Civilian Police Review Board (CPRB) shall review each Surveillance Technology Annual Report, Use Report, and Use Policy of surveillance technology or database subject to this ordinance, with a final vote on the recommendation by CBRP before moving to the Urbana City Council Committee of the Whole. If the CPRB is not able to review the reports and policies in a reasonable time-frame due to logistical factors, the City Department will present the reason for lack of CPRB review to council.
- (b) The Civilian Police Review Board and the Human Rights Commission shall hear complaints made to their Board or Commission regarding surveillance technology or databases subject to this ordinance in accordance with Chapter 19 Article 3 and Chapter 12 of the Urbana City Code of Ordinances.
- (c) Upon request, representatives of City Council, the Civilian Police Review Board, and the Human Rights Commission shall be given full and open access to information relevant to the enforcement of this ordinance or complaints made to their Board or Commission regarding surveillance technology or databases subject to this ordinance, in compliance with the Open Meetings Act, City confidentiality policies, and other relevant state and federal laws.

Section 9. Definitions

The list of relevant definitions is included in Attachment A as part of this Ordinance.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sanderfur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

ATTACHMENT A

(Ordinance No. 2024-12-042)

Definitions:

- 1) *Exigent Circumstances* mean occurrences that are determined by the Mayor or their designee to meet the definition of a “disaster” under the Illinois Emergency Management Agency Act (220 ILCS 3305/1 et seq), meaning “an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural, technological, or human cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, public health emergencies, cyber incidents, or acts of domestic terrorism.” The use of surveillance technology in exigent circumstances shall not infringe upon an individual’s right to peacefully protest or exercise other lawful and protected constitutional rights.

- 2) *Surveillance* means the act of observing or analyzing the movements, behavior, or actions of identifiable individuals.

- 4) *Surveillance Technology* means any device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, associational, or similar information specifically associated with, or capable of being associated with, any identifiable individual or group; or any system, device, or vehicle that is equipped with an electronic surveillance monitoring device, hardware, or software.

Reconsider definitions, compare with other places, consider private cameras

- a) Examples of Surveillance Technology include, but are not limited to:
 1. International mobile subscriber identity (IMSI) catchers and other cell-site simulators;
 2. Automatic license plate readers;
 3. Electronic toll readers;
 4. Closed-circuit television cameras except as otherwise provided herein;
 5. Biometric Surveillance Technology, including facial, voice, iris, and gait-recognition software and databases;
 6. Mobile DNA capture technology;
 7. Gunshot detection and location hardware and services;
 8. GPS tracking systems that monitor an individual’s location without authorization;
 9. X-ray vans;

10. Video and audio monitoring and/or recording technology, such as surveillance cameras;
 11. Surveillance enabled or capable light bulbs or light fixtures;
 12. Tools, including software and hardware, used to gain unauthorized unauthorized access to a mobile device, computer, computer service, or computer network;
 13. Social media monitoring software;
 14. Through-the-wall radar or similar imaging technology;
 15. Passive scanners of radio networks;
 16. Long-range Bluetooth and other wireless-scanning devices;
 17. Thermal imaging or “forward-looking infrared” devices or cameras;
 18. Electronic database systems containing Surveillance Data about Identifiable Individuals;
 19. Radio-frequency identification (RFID) scanners; and
 - #. Drone usage in City limits, in addition to compliance with the Illinois Freedom from Drone Surveillance Act
 20. Software designed to integrate or analyze data from surveillance technology, including surveillance target tracking and predictive policing software.
- b) Surveillance Technology does not include the following devices, software, or hardware, which are exempt from the requirements of this ordinance, unless the devices, hardware, or software are modified to include additional surveillance capabilities:
1. Routine office hardware, such as televisions, computers, and printers, that are in widespread public use and will not be used for any surveillance or surveillance- related functions;
 2. Parking ticket devices (PTDs) and related databases;
 3. Manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is used for manually capturing and manually downloading video and/or audio recordings;
 4. Cameras installed in or on a police vehicle;
 - #. Body-worn cameras as required by the Illinois Law Enforcement-Worn Body Camera Act, 50 ILCS 706/10-1 *et seq.*, as amended;
 5. Cameras installed pursuant to state law authorization in or on any vehicle or along a public right-of-way solely to record traffic violations or traffic patterns, provided that the Surveillance Data gathered is used only for that purpose;
 6. Surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles;

7. City databases that do not and will not contain any Surveillance Data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology;
8. Manually-operated technological devices that are used primarily for internal City communications and are not designed to surreptitiously collect Surveillance Data, such as radios and email systems;
9. Parking access and revenue control systems, including proximity card readers and transponder readers at City-owned or controlled parking garages;
10. Card readers and key fobs used by City employees and other authorized persons for access to City-owned or controlled buildings and property;
11. Cameras installed on City property solely for security purposes, including closed-circuit television cameras installed by the City to monitor entryways and outdoor areas of City-owned or controlled buildings and property for the purpose of controlling access, maintaining the safety of City employees and visitors to City buildings, and protecting City property;
12. Security cameras including closed-circuit television cameras installed by the City to monitor cashiers' windows and other cash-handling operations and to maintain the safety of City employees and visitors to such areas;
13. Cameras installed solely to protect the physical integrity of City infrastructure; and
14. Technology that monitors only City employees in response to complaints of wrongdoing or in order to prevent waste, fraud, or abuse of City resources.

(c) "Use Report" shall mean a publicly released, legally enforceable written report that includes, at a minimum, the following:

- (i) Information describing the surveillance technology and how it works.
- (ii) Information on the proposed purpose(s) of the surveillance technology.
- (iii) If the surveillance technology will not be uniformly deployed throughout the city, what factors will be used to determine where the technology will be deployed or targeted, and the location(s) where it may be deployed and crime statistics for such location(s).
- (iv) The fiscal impact of the surveillance technology, including initial purchase and other known ongoing costs, including impact on personnel time, along with any current or potential sources of funding.
- (v) An assessment of whether use of the surveillance technology will have an unwarranted disparate impact on protected classes and demographics, as defined in the Illinois Civil

Rights Act of 2003, the Urbana Human Rights Ordinance, and other relevant laws and policies.

(vi) An assessment identifying any potential adverse impacts the surveillance technology, if deployed, might have on civil liberties and civil rights, and what specific, affirmative measures will be implemented to safeguard the public from the potential adverse impacts.

(vii) Whether use or maintenance of the surveillance technology will require data gathered by the technology to be handled or stored by a third-party vendor on an ongoing basis.

(d) “Use Policy” shall mean a publicly released, legally enforceable written policy governing the use of the surveillance technology that, at a minimum, includes and addresses the following:

(i) Purpose: What specific purpose(s) the surveillance technology is intended to advance.

(ii) Description of the authorization for use of the surveillance technology: specifically, what legal and procedural rules will govern each authorized use; what potential uses of the surveillance technology will be expressly prohibited such as the warrantless surveillance of public events and gatherings; and how and under what circumstances will surveillance data that was collected, captured, recorded, or intercepted by the police technology be analyzed and reviewed.

(iii) Description of data collection, protection, and retention: specifically, what types of surveillance data will be collected, captured, recorded, intercepted, or retained by the police technology; what safeguards will be used to protect surveillance data from unauthorized access; for what maximum limited time period the surveillance data will be retained; and by what process the surveillance data will be regularly deleted after the retention period.

(iv) Description of data sharing: specifically, which governmental agencies, departments, bureaus, divisions, or units will be approved for data sharing; how such sharing is necessary for the stated purpose and use of the surveillance technology; and what mechanisms will ensure any entity sharing access to the surveillance technology or surveillance data complies with the applicable surveillance use requirements within the Urbana “Use Policy” and does not further disclose the surveillance data to unauthorized persons and entities.

(v) Training: The training required for any individual authorized to use the surveillance technology or to access information collected by the surveillance technology.

(vi) Auditing and Oversight: The mechanisms to ensure that the surveillance use policy is followed, including internal personnel assigned to ensure compliance with the surveillance use policy, internal record keeping of the use of the technology or access to information collected by the technology, technical measures to monitor for misuse, any independent person or entity with oversight authority.

(e) “Surveillance Technology Annual Report” shall mean a written report covering each surveillance technology in use over the past year that is publicly released at least once per year and shall, at a minimum, include the following:

- (i) A summary of how each surveillance technology was used, including locations and neighborhoods where technology or equipment was deployed, and information that may assist the City Council to assess whether the surveillance technology has been effective at achieving its identified purposes.
- (ii) Total annual costs for each surveillance technology and database, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year.
- (iii) How often and what type of collected surveillance data was shared with and received from any external persons or entities; under what legal standard(s) the information was disclosed; and the justification for the disclosure(s).
- (iv) A summary of complaints or concerns that were received about each surveillance technology.
- (v) The results of any internal audits, any information about violations of the Use Policy, and any actions taken in response to complaints or concerns.
- (vi) Justification for the continued use of each surveillance technology.

Department	Database or Tool	Owner or Vendor	Purpose
CD	Third-party data analysis from cellphone usage	Placer.ai	Placer uses anonymized cell data, and only uses location data provided by apps that people have opted into allowing (i.e. individuals have opted in to allow location services for the app). That seems to exclude Placer from Definition 1, 4.a.8, which describes GPS data collection <i>without authorization</i> .
UFD	Drones (never operationalized)	Urbana Fire Department	Our drone program was never actually operational. The intent was to use these at large scale incidents for a higher-level view of the entire incident and better point of vantage to see the progression of the incident, training, size ups, and search and rescue operations. We are also interested in a drone first responder program that could allow us to see incidents before the arrival of our apparatus which could potentially help us reduce our response package.
PW	Miovision	Miovision	Traffic data for intersection and corridor studies.
PW	Streetlight	Hanson (consultant)	GPS data from cell phones, connected vehicles, and other data sources for traffic movements, traffic volumes, and speed traveled. Presumably de-identified.
PW	City of Urbana asset tracking technology	OpenGov Enterprise Asset Management	GPS tracking (vehicles, phones, tablets, etc.).
PW	Contract recycling technology	GFL Environmental Inc.	Contractor utilizes technology that tracks their location and street view to eliminate discrepancies between calls for missed services versus failure of users to place cans out timely.
PW	Third-party data analysis from cellphone usage	For example, Placer.ai	GPS data for traffic information (includes Placer.ai)
PW	Drone footage	CUMTD	Typically used for community promotion and/or marketing pre/post conditions related to capital improvement projects. CUMTD has a drone and has provided assistance with this on projects like Florida Avenue (for RAISE grant), Fire Stations, PW Campus Rehab, as well as the Market at the Square Parking Lot Mural.
HR/F	Third-party administrators of worker's compensation cases	Contracted by a third party	Related to workers comp cases. This could be used in a workers comp proceeding, which would fall under the "criminal and civil action" category. Generally this is done mostly through observation by an investigator, not using specific surveillance technology.
IT	Outlook (electronic mail and calendar)	Microsoft, Intradyn, Barracuda	1) I would argue anyone emailing a City official or employee does not have a reasonable expectation of privacy in that communication. 2) We are required by law to inventory and retain email communications to comply with record keeping requirements [and FOIA]. I agree that including email in "manually operated" seems unusual.
IT	Cybersecurity tools	Microsoft, Barracuda, Blueshift, Cloudflare (State of IL DoIT), Duo, Okta	"Cybersecurity software is designed to protect digital systems and data from unauthorized access, malicious attacks, ransomware, and theft. Its purpose is to safeguard sensitive information, ensure continuity, and maintain trust." IT is concerned about moving "decisions about sensitive and high-risk subject matter one additional degree of separation from the subject matter experts".
UPD	ARCOS (Automation of Reports and Consolidated Orders System)	DEA	Tracks distribution of controlled substances from manufacturers to distributors.
UPD	ASEANAPOL Database	ASEANAPOL	Facilitates intelligence sharing among ASEAN police forces.
UPD	ATF E-Trace	Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)	Traces firearms recovered in crimes to their source.
UPD	ATS (Automated Targeting System)	Department of Homeland Security (DHS)	Analyzes risk and targets in customs and border protection.
UPD	ByteDance	ByteDance Inc.	Parent company of TikTok; may be listed due to data privacy concerns.
UPD	CA-PPT (Consular Affairs Passport Database)	U.S. Department of State	Manages passport application and issuance records.
UPD	CCD (Consular Consolidated Database)	U.S. Department of State	Consolidates visa and passport information for U.S. citizens and foreign nationals.
UPD	CLEAR (by Thomson Reuters)	Thomson Reuters	Investigative database providing public records and analytics.
UPD	CODIS (Combined DNA Index System)	FBI	Links DNA profiles from crime scenes and offenders.
UPD	Carfax for Police	Carfax Inc.	Provides vehicle history reports and investigative data to police.
UPD	Champaign County Warrants Database	Champaign County	Tracks active warrants issued in Champaign County.
UPD	Concealed Carry License Database	Illinois State Police	Stores data on licensed concealed carry holders in Illinois.
UPD	Cook County Government	Cook County	County government entity; may manage legal and corrections systems.
UPD	Cook County Integrated Criminal Justice Information System	Cook County	Platform for court and criminal justice data integration.
UPD	CrowdTangle	Facebook (Meta)	Tracks engagement and content performance on social media.
UPD	Dataminr	Dataminr Inc.	Real-time alerting and social media signal monitoring platform.
UPD	DepartmentWare	City of Urbana	City employee/department management and workflow system.
UPD	DHS (Department of Homeland Security)	U.S. Department of Homeland Security	Federal agency overseeing national security and immigration enforcement.
UPD	DuckDuckGo	DuckDuckGo Inc.	Privacy-focused search engine; may be monitored by surveillance tools.
UPD	El Paso Intelligence Center (EPIC)	DEA	Fusion center coordinating federal, state, and local intelligence sharing.
UPD	Envisage Technologies	Envisage Technologies	Training and compliance software vendor for public safety agencies.

UPD	European Union	European Union	Intergovernmental body; EU partner in criminal justice cooperation.
UPD	Europol Information System (EIS)	Europol	Database for sharing intelligence among European law enforcement.
UPD	Facebook	Meta Platforms, Inc.	Social media platform used for open-source investigations.
UPD	Geofeedia	Geofeedia Inc.	Social media analytics tool for geolocation and trend tracking.
UPD	Google	Google LLC	Search engine often used in investigations and intel gathering.
UPD	HSIN (Homeland Security Information Network)	Department of Homeland Security (DHS)	Secure information-sharing system for homeland security.
UPD	IAFIS (Integrated Automated Fingerprint Identification System)	FBI	Centralized fingerprint identification system.
UPD	ICJIA Data Portal	Illinois Criminal Justice Information Authority (ICJIA)	State-level criminal justice data and research platform.
UPD	IDENT (Automated Biometric Identification System)	Department of Homeland Security (DHS)	Biometric identification system for DHS.
UPD	IDCore	IDI, Inc.	Investigative data provider offering public record analysis.
UPD	Illinois Amber Alert System	Illinois State Police	Search for state prison inmates and case info.
UPD	Illinois Department of Corrections Inmate Search	IDOC	Ticket issuance and tracking system for law enforcement.
UPD	Illinois eCitation Program	Illinois State Police	Terrorism intelligence and information-sharing hub in Illinois.
UPD	Illinois Statewide Terrorism and Intelligence Center (STIC)	Illinois State Police	Notifies victims about status changes in criminal cases.
UPD	Illinois Automated Victim Notification System (AVN)	Illinois Attorney General / IDOC	Image and video-sharing platform monitored in investigations.
UPD	Instagram	Meta Platforms, Inc.	Social media platform used for open-source investigations.
UPD	Interpol 24/7	Interpol	Illinois' centralized law enforcement data system.
UPD	LEADS (Law Enforcement Agencies Data System)	Illinois State Police	Public records search tool used in investigations.
UPD	LexisNexis Accurint	LexisNexis Risk Solutions	Professional networking platform with OSINT uses.
UPD	LinkedIn	Microsoft	Social media platform used for open-source investigations.
UPD	Lost and Stolen Passport Database	U.S. Department of State	Identifies missing and unidentified persons.
UPD	NamUs (National Missing and Unidentified Persons System)	U.S. Department of Justice / NIJ	Narcotics and drug trafficking investigations database.
UPD	NADDIS (Narcotics and Dangerous Drugs Information System)	DEA	Nationwide criminal history and warrant database.
UPD	NCIC (National Crime Information Center)	FBI	Ballistics imaging to link firearms to crimes.
UPD	NIBIN (National Integrated Ballistic Information Network)	ATF	Tracks detailed data on criminal incidents.
UPD	NIBRS (National Incident-Based Reporting System)	FBI	Shares crime-related data between jurisdictions.
UPD	N-DEx (National Data Exchange)	FBI	License plate and violation analytics system (unclear source).
UPD	Platelogix	Possibly PlateLogix Inc.	Tracks persons of interest across EU member states.
UPD	Schengen Information System (SIS)	European Union / Schengen States	Manages foreign students and visa holders in U.S.
UPD	SEVIS (Student and Exchange Visitor Information System)	U.S. Department of Homeland Security (DHS)	Searches exposed internet-connected devices and networks.
UPD	Shodan	Shodan LLC	Archives state communications and digital records.
UPD	SMART (State Messaging and Archive Retrieval Toolset)	Illinois State Archives / CMS	Captures and preserves social media for evidentiary use.
UPD	Social Media Analysis Tools (e.g., X1 Social Discovery)	X1 Discovery Inc.	Tracks cross-border movements and customs violations.
UPD	TECS (Treasury Enforcement Communications System)	U.S. Department of Homeland Security (CBP)	Investigative platform for people and businesses.
UPD	TLOxp (by TransUnion)	TransUnion	Crime statistics reporting system.
UPD	UCR (Uniform Crime Reporting Program)	FBI	Tracks violent serial offenders across jurisdictions.
UPD	VICAP (Violent Criminal Apprehension Program)	FBI	Access program database for U.S. State Dept. guests.
UPD	Wayback Machine (Internet Archive)	Internet Archive	Historical archive of websites and online content.
UPD	WLP (International Visitor Leadership Program Database)	U.S. Department of State	Sex offender registry for public notification.
UPD	Winols Sex Offender Registry	Illinois State Police	Video-sharing platform used for public content monitoring.
UPD	YouTube	Google LLC	Video-sharing platform used for public content monitoring.