

RESOLUTION

WHEREAS, the City Council of Urbana, Illinois has heretofore passed a resolution expressing its intent to enter into an agreement with National Institute of Municipal Law Officers, hereinafter referred to in this resolution as "NIMLO", and

WHEREAS, pursuant to said prior resolution, NIMLO has tendered to the City of Urbana, Illinois, the contract which is attached hereto, and

WHEREAS, the said contract has been reviewed by the City of Urbana, Illinois, and it is found satisfactory,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF URBANA, ILLINOIS, that the Mayor of the City of Urbana is herewith authorized to execute, on behalf of the said City, the attached agreement.

PASSED by the City Council this 7<sup>th</sup> day of May, 1973.

Duane Eckerty  
Duane Eckerty, City Clerk

APPROVED by the Mayor this 8<sup>th</sup> day of May, 1973.

Hiram Paley  
Hiram Paley, Mayor





AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the City of Urbana, a municipal corporation in the State of Illinois, hereinafter referred to as the "City", and the NATIONAL INSTITUTE OF MUNICIPAL LAW OFFICERS, hereinafter referred to as "NIMLO".

NOW THEREFORE, IN CONSIDERATION of the following mutual covenants, promises and conditions, the City and NIMLO agree as follows:

SECTION A.: NIMLO shall do or cause to be done the following under the direction and supervision of the designated agent for the City of Urbana.

1. Codify the ordinances of a general and permanent nature, excluding uniform technical codes, which the City may have adopted. NIMLO will insert into proper places in the original ordinances all amendments thereto and will delete from the original ordinances all provisions that have been repealed. Thus, each ordinance will reflect the last word of the governing body in that particular instance.

2. Suggest, where it deems appropriate, revisions and re-writing of existing ordinances in order that the provisions of the new Code will be expressed in the language which is concise, uniform, clear and necessary for consistent phraseology.

3. Eliminate from the codification all repealed, out-moded, conflicting and redundant provisions; provided, however, that before any repealed, out-moded, conflicting or redundant provisions will be eliminated, such provisions shall be brought to the attention of the agent of the City, hereinafter referred to as "Counsel", together with the explanations therefor and a request for a ruling thereon by Counsel.

4. Submit to the City for consideration, any additional ordinances or code provisions, which NIMLO, in light of its research, believes the City should consider for inclusion in the new Code.



5. The ordinances will be checked against the corresponding provisions of the general and special acts of the State relating to the City and against the decisions of the Supreme Court of the United States to eliminate conflicts and assure validity and constitutionality. NIMLO will inform Counsel of all changes necessitated by such research.

6. Prepare catchlines to reflect contents of individual Sections of the Code and to conform to the method and language of codification.

7. Prepare a table of contents for the entire Code and for each Chapter of the Code.

8. Prepare cross references of related Sections of the Code.

9. Prepare a comprehensive index to the entire Code.

10. Prepare legislative history notes for each Section of the new Code, which notes shall include references to the ordinances from which the Section is derived.

11. During the course of the codification, confer with Counsel as to matters relating to the codification.

12. When editorially completed, notify Counsel and send the Code manuscript for review and approval by Counsel.

13. After review and approval by Counsel, put in final form the Code manuscript so as to include all changes that have been agreed upon by NIMLO and Counsel.

14. NIMLO will deliver to the City the Code manuscript in its completed state. The City will undertake all typesetting, proofreading, corrections and printing. NIMLO will provide any technical assistance necessary during this period of codification in regards to format, conformity of materials and the like.

SECTION B.: Compensation.

NIMLO will perform the work outlined in Section A, on an actual cost basis not to exceed \$3,000.00. The City agrees to make payment of the sum provided for herein as follows:



1. One-third (1/3) of the above sum within thirty (30) days from the signing of this Agreement; one-third (1/3) upon the return to NIMLO by the City of the approved draft and the balance upon final delivery of the completed Code manuscript to the City.

IN WITNESS WHEREOF, this Agreement is entered into in duplicate on the date first above written.

NATIONAL INSTITUTE OF MUNICIPAL LAW OFFICERS

By \_\_\_\_\_  
Charles S. Rhyne  
General Counsel

ATTEST:

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CITY OF URBANA, ILLINOIS

By Hiram Paley  
Hiram Paley, Mayor



Duane Eckerty  
Duane Eckerty, City Clerk

EDWIN STAR  
UNION SKIN