

# COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, November 18, 2010 – 7:00 p.m.

Lyle Shields Meeting Room, Brookens Administrative Center  
1776 East Washington Street, Urbana, Illinois

## Page Number

- I. **Call To Order**
- II. **Roll Call**
- III. **Prayer & Pledge of Allegiance**
- IV. **Read Notice of Meeting**
- V. **Approval of Agenda/Addenda**
- VI. **Date/Time of Next Regular Meetings**
- A. Monday, December 6, 2010 @ 7:00 p.m. – County Board Organizational Meeting
- B. Tuesday, December 7, 2010 @ 6:00 p.m. – Committee of the Whole  
(Highway & Transportation; County Facilities; Environment & Land Use)
- C. Tuesday, December 14, 2010 @ 6:00 p.m. – Committee of the Whole  
(Finance; Policy, Personnel, & Appointments; Justice & Social Services)
- D. Tuesday, December 21, 2010 @ 6:30 p.m. – County Board Photo  
Tuesday, December 21, 2010 @ 7:00 p.m. – Regular County Board Meeting
- VII. **\*Consent Agenda** – Goldenrod Attachment
- VIII. **Public Participation**
- IX. **Communications**
- X. **Adoption of Resolution No. 7549 Renumbering Resolutions** \*1
- XI. **Approval of Minutes**
- A. Correction to June Minutes \*2-3
- B. October 21, 2010 \*4-11
- XII. **Areas of Responsibility Reports**
- Summary of Action Taken at November 9, 2010 Committee of the Whole Meeting: \*12-17  
(Finance; Policy, Personnel, & Appointments; Justice & Social Services)
- A. **County Facilities**
1. Adoption of Resolution No. 7543 Approving the Recommendation of \*18  
the Full Project Budget for the 202 Art Bartell Construction Project B40-41

**B. Policy, Personnel, & Appointments**

1. Adoption of Resolution No. 7544 Appointing the Membership of the Champaign County Redistricting Commission \*19
2. Adoption of Resolution No. 7545 Appointing Robert Palinkas to the Nursing Home Board of Directors \*20

**C. Finance**

1. Adoption of Resolution No. 7546 – Purchases Not Following Purchasing Policy \*21-22
2. Adoption of Resolution No. 7547 – Payment of Claims Authorization \*23
3. \*\*Adoption of Resolution No. 7548 – Emergency Budget \*24-27  
Amendment #10-00096  
Fund/Dept: 080 General Corporate - 022 County Clerk  
Increased Appropriations: \$56,868  
Increased Revenue: \$56,868  
Reason: To cover expenses acquired from the November 2, 2010 General Election.
4. Adoption of Ordinance No. 874 Authorizing the Issuance of General Obligation (Limited Tax) Debt Certificates, Series 2010A, to Finance County Facilities for the County of Champaign, Illinois, & Providing the Details of Such Certificates, & Related Matters \*28-62
5. Adoption of Ordinance No. 876 Authorizing the Installment Purchase Agreement \*63-73
6. Adoption of Ordinance No. 875 of the County of Champaign, Illinois, Providing for the Issuance of General Obligation Refunding Bonds, Series 2010B, Providing the Details of Such Bonds & for a Levy of Taxes to Pay the Principal of & Interest on Such Bonds, & Related Matters \*74-108
7. Adoption of Resolution No. 7550 Authorizing the Issuance of Tax Anticipation Warrants of the County of Champaign, Illinois, & Providing the Details of Such Warrants, & Related Matters \*109-126

**XIII. Labor**

- A. Adoption of Resolution No. 7551 Appointing the County Board Members to the Negotiating Teams for Negotiation of Collective Bargaining Agreements \*127

**XIV. Other Business**

- A. Adoption of Resolution No. 7552 Honoring Retiring County Board Member Chris Doenitz *(To Be Distributed)*
- B. Adoption of Resolution No. 7553 Honoring Retiring County Board Member Matthew Gladney *(To Be Distributed)*
- C. Adoption of Resolution No. 7554 Honoring Retiring County Board Member Steve Beckett *(To Be Distributed)*
- D. Adoption of Resolution No. 7555 Honoring Retiring County Board Member Barbara Wysocki *(To Be Distributed)*
- E. Closed Session Pursuant to 5 ILCS 120/2(c)1 to Consider the Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of Champaign County

**XV. New Business**

**XVI. Adjournment**

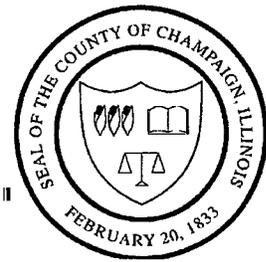
\*Roll Call

\*\*Roll call and 18 votes

\*\*\*Roll call and 21 votes

\*\*\*\*Roll call and 14 votes

Except as otherwise stated, approval requires the vote of a majority of those County Board members present.



# COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois

Thursday, November 18, 2010 - 7:00 p.m.

Lyle Shields Meeting Room, Brookens Administrative Center  
1776 East Washington Street, Urbana, Illinois

## Page Number

### **A. Justice & Social Services**

1. Adoption of Resolution No. 7556 Authorizing an Intergovernmental Agreement with the City of Champaign for Animal Control Services \*128  
B29-33

### **B. County Facilities**

1. Adoption of Resolution No. 7557 Authoring a Lease Agreement Between the County of Champaign & the Illinois Attorney General \*129  
B42-48
2. Adoption of Resolution No. 7558 Authoring a Land Lease Agreement Between the County of Champaign & the Champaign County Humane Society \*130  
B49-52

### **C. Policy, Personnel, & Appointments**

1. Adoption of Ordinance No. 877 Approving Revisions to the Champaign County Nursing Home Personnel Policy \*131
2. Adoption of Resolution No. 7559 Appointing Mary Ellen O'Shaughnessey to the Nursing Home Board of Directors \*132  
B53-58
3. Adoption of Resolution No. 7560 Appointing Carol Elliott to the Public Aid Appeals Committee \*133  
B59-60
4. Adoption of Resolution No. 7561 Appointing James Rusk to the Public Aid Appeals Committee \*134  
B61-62
5. Adoption of Resolution No. 7562 Appointing Roger Armstrong to the Drainage District #2 of the Town of Scott \*135  
B63
6. Adoption of Resolution No. 7563 Appointing John Heiser to the Nelson-Moore-Fairfield Drainage District \*136  
B64
7. Adoption of Resolution No. 7564 Designating the 2011 Champaign County Board Calendar of Meetings \*137-140

**D. Finance**

1. Adoption of Resolution No. 7565 - Budget Amendment #10-00090 \*141  
Fund/Dept: 105 Capital Asset Replacement Fund - 059 Facilities Planning B75  
Increased Appropriations: \$14,150  
Increased Revenue: \$0  
Reason: Pursuant to bids received, the total expenditure for the ILEAS roof replacement increased over preliminary estimates.
2. Adoption of Resolution No. 7566 - Budget Amendment #10-00091 \*142  
Fund/Dept: 080 General Corporate - 023 Recorder B72  
Increased Appropriations: \$80,000  
Increased Revenue: \$120,000  
Reason: To cover increased revenue due to large sales in the campus area.
3. Adoption of Resolution No. 7567 - Budget Amendment #10-00092 \*143  
Fund/Dept: 080 General Corporate - 023 Recorder B73  
Increased Appropriations: \$35,000  
Increased Revenue: \$38,500  
Reason: To cover monies used to purchase additional document stamps.
4. Adoption of Resolution No. 7568 - Budget Amendment #10-00093 \*144  
Fund/Dept: 109 Delinquent Prevention Grant Fund - 053 Mental Health Board B74  
Increased Appropriations: \$8,811  
Increased Revenue: \$650  
Reason: Original Budget did not allow for the planned expenditures for JJ Quarter Cent funded programs. Investment interest will offset a small portion of the balance of allocations. Due to the shortfall in revenue, the remaining balance will be paid out of the Mental Health fund balance.
5. Adoption of Resolution No. 7569 - Budget Amendment #10-00089 \*145  
Fund/Dept: 091 Animal Control - 047 Animal Control B76  
Increased Appropriations: \$10,922  
Increased Revenue: \$0  
Reason: ERI payment for FY2010.
6. Adoption of Resolution No. 7570 - Budget Amendment #10-00094 \*146  
Fund/Dept: 091 Animal Control - 047 Animal Control B77  
Increased Appropriations: \$2,600  
Increased Revenue: \$0  
Reason: Budget amendment to cover cost of IMRF.
7. Adoption of Resolution No. 7571 - Budget Amendment #10-00095 \*147  
Fund/Dept: 076 Tort Immunity Tax Fund - 075 General County Add. B1  
Increased Appropriations: \$65,000  
Increased Revenue: \$0  
Reason: Payment of remaining fiscal year 2010 General Corporate work comp payroll premiums.

8. Adoption of Resolution No. 7572 - Budget Transfer #10-00010 \*148  
Fund/Dept: 679 Child Advocacy Center - 179 Child Advocacy Center Add. B2  
Total Amount of Transfer: \$1,050  
Reason: This transfer will cover additional IMRF costs which were incurred due to an increase in the IMRF employer contribution rate from 8.48% to 9.92%.
9. Adoption of Resolution No. 7573 Approving the Application for and, if Awarded, \*149  
Acceptance of the Victim Assistance Services Program Grant for the State's B81-83  
Attorney's Office
10. Adoption of Resolution No. 7574 Approving the Application for and, if \*150  
Awarded, Acceptance of the IDOT Grant for the Champaign County B84-87  
Nursing Home
11. Adoption of Resolution No. 7575 Authorizing Renewal of a Loan from the \*151  
General Corporate Fund to the Nursing Home Fund B88
12. Adoption of Resolution No. 7576 Authorization for a Loan to the General \*152  
Corporate Fund from the Public Safety Sales Tax Fund B89
13. Adoption of Resolution No. 7542 to Approve FY2011 Plan for Use of General \*153  
Corporate Fund One-Time Revenues B90
14. Adoption of Ordinance No. 878 FY2011 Annual Tax Levy Ordinance \*154-157
15. Adoption of Ordinance No. 879 FY2011 Annual Budget & Appropriation Ordinance \*158-159
16. Adoption of Resolution No. 7577 Reallocating Recovery Zone Facility Bond \*160-162  
Allocation to the Illinois Finance Authority B97-100

RESOLUTION NO. 7549

RESOLUTION RENUMBERING RESOLUTIONS

WHEREAS, A clerical error caused thirteen previously used resolution numbers to be reused at the October 21, 2010 County Board meeting; and

WHEREAS, The affected resolutions will be renumbered as:

1. Resolution No. 7529 Appointing Eugene Hood to the Harwood & Kerr Drainage District
2. Resolution No. 7530 Approving Property, Liability, & Worker's Compensation Insurance Policies for Champaign County
3. Resolution No. 7531 Approving the Amendment to the RECG Intergovernmental Agreement
4. Resolution No. 7532 Authorizing Award of Contract for Emergency Operations Center Audio Visual System
5. Resolution No. 7533 Authorizing Award of Contract for Design/Build of 202 Art Bartell Road Facility
6. Resolution No. 7534 Honoring County Employees
7. Resolution No. 7535 Honoring Retiring County Employees
8. Resolution No. 7536 Appointing a New County Board Member in District 8 to Fill Samuel Smucker's Unexpired Term
9. Resolution No. 7537 to Receive & Place on File the FY2011 Champaign County Budget
10. Resolution No. 7538 - Emergency Budget Transfer #10-00007
11. Resolution No. 7539 - Emergency Budget Transfer #10-00008
12. Resolution No. 7540 Authorizing Award of Contract for ILEAS Roof Replacement
13. Resolution No. 7541 Approving Contracts for Professionals Services for the Champaign County Circuit Court; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the renumbering of thirteen resolutions approved at the October 21, 2010 County Board meeting.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

Reason: Expenditure required for contract with IGW to complete RFP for design/build service for Gill Building Replacement project; seconded by Board Member Kurtz.

Adopted by 2/3 required roll call vote.

Yeas: Richards, Rosales, Schroeder, Smucker, Wysocki, Ammons, Anderson, Beckett, Bensyl, Betz, Carter, Cowart, Gladney, James, Jones, Knott, Kurtz, Langenheim, McGinty, Michaels, Nudo and Weibel – 22;

Nays: Doenitz, Jay, Moser and O'Connor – 4.

Board Member Rosales recommended the adoption of [Resolution No. 7388](#) – Budget Amendment #10-00054

Fund/Dept: 075 Regional Planning Commission – 648 Workforce Investment Community Gardens

Increased Appropriations: \$90,000.00

Increased Revenue: \$90,000.00

Reason: Receipt of federal stimulus funding for Community Gardens Project. The multiple garden site project will create summer jobs and help improve work readiness skills for 20 local youth and a garden coordinator. Low income households will be provided with free produce which will be grown in these community gardens; seconded by Board Member Smucker. Discussion followed.

Adopted by 2/3 required roll call vote.

Yeas: Richards, Rosales, Schroeder, Smucker, Wysocki, Ammons, Anderson, Beckett, Bensyl, Betz, Carter, Cowart, Doenitz, Gladney, James, Jay, Jones, Knott, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, O'Connor and Weibel – 26;

Nays: None.

#### Policy, Personnel, & Appointments

Board Member Betz, Chair, recommended the adoption of [Resolution No. 7409](#) Appointing Wayne Williams to the Champaign County Board of Review; seconded by Board Member Beckett.

Adopted by roll call vote.

Yeas: Richards, Schroeder, Smucker, Wysocki, Ammons, Anderson, Beckett, Betz, Carter, Cowart, Gladney, James, Kurtz, Langenheim, McGinty and Weibel – 16;

Nays: Rosales, Bensyl, Doenitz, Jay, Jones, Knott, Michaels, Moser, Nudo and O'Connor – 10.

Board Member Betz recommended the adoption of [Resolution No. 7386](#)

Placing an Advisory Referendum Regarding the Number of County Board Members & Number of Multi-Member Districts on the November 2, 2010 Ballot; seconded by Board Member Knott. Discussion followed. Board Member Beckett offered a friendly motion to rephrase the referendum question. Discussion followed.

Adopted by roll call vote.

Yeas: Richards, Rosales, Schroeder, Wysocki, Ammons, Beckett, Bensyl, Betz, Carter, Cowart, Doenitz, Gladney, James, Jay, Jones, Knott, McGinty, Michaels, Moser, Nudo and Weibel – 20 21;

Nays: Smucker, Anderson, Kurtz and O'Connor – 4;

Absent: Langenheim – 1.

Board Member Betz recommended the adoption of [Resolution No. 7411](#) to Establish Places of Election; seconded by Board Member Schroeder. Discussion followed. Adopted by voice vote.

### **OTHER BUSINESS**

There was no other business.

### **NEW BUSINESS**

There was no new business

### **APPROVAL OF CLOSED SESSION MINUTES**

Board Member Betz recommended the approval of the County Board Study Session Closed Session Minutes of May 11, 2010; seconded by Board Member Rosales. Approved by voice vote.

### **ADJOURNMENT**

Chair Weibel adjourned the meeting at 8:06 P.M.

*Mark Shelden*

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Mark Shelden, Champaign County Clerk  
and ex-Officio Clerk of the Champaign County Board

RESUME OF MINUTES OF A REGULAR MEETING OF THE  
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS  
October 21, 2010

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, October 21, 2010 at 7:01 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with C. Pius Weibel presiding and John Farney as Secretary of the Meeting.

**ROLL CALL**

Roll call showed the following Board Members Present: Wysocki, Ammons, Anderson, Beckett, Betz, Cowart, Doenitz, Gladney, James, Jay, Jones, Knott, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, Richards, Rosales, Sapp, Schroeder and Weibel – 23; Absent: Bensyl, Carter and O'Connor – 3. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Member Bensyl arrived after roll call.

**PRAYER & PLEDGE OF ALLEGIANCE**

A prayer was given by Chair Weibel. The Pledge of Allegiance to the Flag was recited.

**READ NOTICE OF MEETING**

The Clerk read the Notice of the Meeting, said Notice having been published in the *The County Star* on September 30, October 7 and 14, 2010. Board Member Betz offered a motion to approve the notice; seconded by Board Member Wysocki. Approved by voice vote.

**APPROVAL OF AGENDA/ADDENDA**

Board Member Langenheim offered the motion to approve the Agenda/Addendum; seconded by Board Member James. Approved by voice vote.

**DATE/TIME OF NEXT REGULAR MEETING**

Chair Weibel announced that the next Committee of the Whole for Highway & Transportation, County Facilities, and Environment & Land Use will be held Thursday November 4, 2010 at 6:00 P.M.; the Committee of the Whole for Finance, Policy, Personnel, & Appointments, and Justice & Social Services will be held Tuesday, November 9, 2010 at 6:00 P.M.; the Regular Meeting of the County Board will be held on Thursday, November 18, 2010 at 7:00 P.M.

**ADOPTION OF RESOLUTION NO. 7499 HONORING COUNTY EMPLOYEES**

Board Member Betz recommended adoption of ~~Resolution No. 7499~~ [Resolution No. 7534\\*](#) Honoring County Employees; seconded by Board Member James. Board Members Betz Langenheim, Moser, Cowart, Doenitz, Kurtz, Sapp, Michaels, Knott,

Anderson, Schroeder and Beckett read ~~Resolution No. 7499~~ Resolution No. 7534.  
Adopted by voice vote.

**ADOPTION OF RESOLUTION NO. 7500 HONORING RETIRING COUNTY EMPLOYEES**

Board Member Wysocki recommended adoption of ~~Resolution No. 7500~~ [Resolution No. 7535\\*](#) Honoring Retiring County Employees; seconded by Board Member Betz. Board Member Wysocki read ~~Resolution No. 7500~~ Resolution No. 7535. Adopted by voice vote.

**ADOPTION OF RESOLUTION NO. 7501 APPOINTING ASTRID BERKSON AS A COUNTY BOARD MEMBER IN DISTRICT 8 TO FILL SAMUEL SMUCKER'S UNEXPIRED TERM**

Board Member Betz briefly assumed the Chair.

Board Member Weibel recommended the adoption of ~~Resolution No. 7501~~ [Resolution No. 7536\\*](#) Appointing Astrid Berkson as a County Board Member in District 8 to fill Samuel Smucker's Unexpired Term; seconded by Board Member Kurtz. Adopted by voice vote.

Board Member Weibel reassumed the Chair.

**ADMINISTRATION OF OATH OF OFFICE TO NEW COUNTY BOARD MEMBER BY COUNTY CLERK**

Deputy County Clerk John Farney administered the oath of office to Astrid Berkson.

**CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE**

Environment & Land Use

Adoption of [Ordinance No. 872](#) Amending Zoning Ordinance Reclassifying Certain Property, Zoning Case 671-AM-10.

Adoption of [Resolution No. 7511](#) Approving the Bylaws of the Champaign County Rural Transit Advisory Group.

County Facilities

Adoption of [Resolution No. 7512](#) Approving Amendment of Lease Between the County of Champaign and the Illinois Law Enforcement Alarm System.

Finance

Adoption of [Resolution No. 7513](#) Budget Amendment #10-00082

Fund/Dept: 476 Self-Funded Insurance - 118 Property/Liability Insurance

Increased Appropriations: \$12,626.00

Increased Revenue: \$12,626.00

Reason: To receive insurance reimbursement and pay for insurance claims.

Repair of EMA garage, DOL: 5-3-10 (201 0-P-06) 2. Repair of squad car,

DOL: 7-1-10 (2010-A-13) 3. Repair Highway Bridge DOL: 4-5-10 (2010-P-05)  
EDP Equipment replaced/Courthouse DOL: 5-24-10 (2010-P-07).

Adoption of [Resolution No. 7514](#) Budget Amendment #10-00084

Fund/Dept: 083 County Highway - 060 Highway B25-26

Increased Appropriations: \$131,728.00

Increased Revenue: \$140,000.00

Reason: 511.03 - Payout to Self-Insured Fund, 511.05 and 511.09 - All funds used in first 4 months of fiscal year, 522.15 and 533.49 - Half of funds used in first 4 months of fiscal year, 533.20 - To cover unforeseen insurance expenses.

Adoption of [Resolution No. 7515](#) Budget Amendment #10-00085

Fund/Dept: 088 Illinois Municipal Retirement - 044 Nursing Home

Increased Appropriations: \$43,350.00

Increased Revenue: \$43,350.00

Reason: Amendment required to reflect payment of actuarial required contribution rate in 2010.

Adoption of [Resolution No. 7516](#) Budget Amendment #10-00086

Fund/Dept: 088 Illinois Municipal Retirement - 073 Illinois Municipal Retirement

Increased Appropriations: \$333,351.00

Increased Revenue: \$80,572.00

Reason: Amendment required to reflect payment of actuarial required contribution rate in 2010.

Adoption of [Resolution No. 7517](#) Budget Amendment #10-00087

Fund/Dept: 075 Regional Planning Commission - 732 Fringe Benefits Clearing

Increased Appropriations: \$123,000.00

Increased Revenue: \$0.00

Reason: To accommodate increased IMRF rates and compensated absences (vacation/sick/personal) due to expanded staffing and associated health and life insurance expenses. Grant revenue will cover these increases.

Adoption of [Resolution No. 7518](#) Budget Transfer #10-00005

Fund/Dept: 080 General Corporate - 031 Circuit Court

080 General Corporate - 140 Correctional Center

Total Amount of Transfer: \$270.00

Reason: Transferring funds to cover employee badges for new security system at Courthouse. System was originally purchased by the Sheriff.

Adoption of [Resolution No. 7519](#) Budget Transfer #10-00006

Fund/Dept: 076 Tort Immunity Tax Fund - 075 General Corporate

Total Amount of Transfer: \$39,312.00

Reason: To pay General Corporate work comp payroll premiums.

Adoption of [Resolution No. 7527](#) Allocating Qualified Energy Conservation Bond Volume Cap Received by the County of Champaign, Illinois.

Adoption of [Resolution No. 7528](#) Designating the County of Champaign, Illinois as a Recovery Zone & Allocating Recovery Zone Economic Development Bond Volume Cap Received by Said County.

Adoption of [Resolution No. 7493](#) Approving Agreement with William Blair & Company to Provide Underwriting Services.

Policy, Personnel, & Appointments

Adoption of ~~[Resolution No. 7494](#)~~ [Resolution No. 7529\\*](#) Appointing Eugene Hood to the Harwood & Kerr Drainage District.

Adoption of ~~[Resolution No. 7495](#)~~ [Resolution No. 7530\\*](#) Approving Property, Liability, & Worker's Compensation Insurance Policies for Champaign County.

Adoption of ~~[Resolution No. 7496](#)~~ [Resolution No. 7531\\*](#) Approving the Amendment to the RECG Intergovernmental Agreement.

Board Member Beckett offered the motion to approve the Consent Agenda; seconded by Board Member McGinty. Chair Weibel asked the Clerk to call the roll.

Consent Agenda approved by roll call vote.

Yeas: Wysocki, Ammons, Anderson, Beckett, Berkson, Betz, Cowart, Doenitz, Gladney, James, Jay, Jones, Knott, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, Richards, Rosales, Sapp, Schroeder and Weibel – 24;

Nays: None;

Absent: Bensyl – 1.

**PUBLIC PARTICIPATION**

Nora Stewart, President AFSCME Local 900, spoke regarding Resolution No. 7524 Implementing Personnel Policy Guidelines for Non-Bargaining Position Upgrades for FY2011. Heather Soder spoke regarding a potential coal mine in southeastern Champaign County and zoning issues. Traci Barkley spoke regarding a potential coal mine in southeastern Champaign County. Mark Friedman spoke regarding the creation of the Champaign County Veterans' Assistance Commission.

**COMMUNICATIONS**

Board Member Moser announced that Board Member O'Connor's absence was due to the passing of his brother, Justin O'Connor, the morning of October 21. Chair Weibel read a thank you card from the Dobbins Downs Community Group.

**APPROVAL OF MINUTES**

Board Member Ammons offered a motion to approve a correction to the County Board Regular Meeting Minutes of August 20, 2009; seconded by Board Member Cowart. Approved by voice vote.

Board Member Rosales offered a motion to approve the County Board Regular Meeting Minutes of September 23, 2010; seconded by Board Member Cowart. Approved by voice vote.

### **STANDING COMMITTEE REPORTS**

#### Environment & Land Use

Board Member Wysocki, Chair, recommended adoption of [Ordinance No. 867](#) Adopting the Rental Habitability Ordinance of Champaign County; seconded by Board Member Betz. Discussion followed. Adopted by voice vote.

Board Member Wysocki recommended adoption of [Resolution No. 7507](#) Authorizing Application for Public Transportation Financial Assistance; seconded by Board Member Betz. Adopted by voice vote.

Board Member Wysocki recommended adoption of [Resolution No. 7508](#) Approving Acceptance of the Special Warranty; seconded by Board Member Betz. Adopted by voice vote.

Board Member Wysocki recommended adoption of [Resolution No. 7509](#) Approving Acceptance and Execution of Joint Certifications and Assurances for Grantees; seconded by Board Member Betz. Adopted by voice vote.

Board Member Wysocki recommended adoption of [Ordinance No. 873](#) Providing for Public Transportation in Champaign County, Illinois; seconded by Board Member Kurtz. Adopted by voice vote.

Board Member Wysocki recommended adoption of [Resolution No. 7510](#) Approving Intergovernmental Agreement Between CRIS Rural Mass Transit District and the County of Champaign; seconded by Board Member Langenheim. Adopted by voice vote.

#### County Facilities

Board Member Beckett, Chair, recommended adoption of ~~[Resolution No. 7498](#)~~ [Resolution No. 7533\\*](#) Authorizing Award of Contract for Design/Build of 202 Art Bartell Road Facility; seconded by Board Member Betz. Discussion followed. Board Members Michaels and Nudo abstained due to business relationships with one of the involved parties. Adopted by voice vote.

Board Member Beckett recommended adoption of ~~[Resolution No. 7506](#)~~ [Resolution No. 7540\\*](#) Authorizing Award of Contract for ILEAS Roof Replacement; seconded by Board Member Jay. Adopted by voice vote.

#### Finance

Board Member McGinty, Chair, recommended adoption of [Resolution No. 7521](#) – Purchases Not Following Purchasing Policy; seconded by Board Member Betz. Adopted by voice vote.

Board Member McGinty recommended adoption of [Resolution No. 7522](#) – Payment of Claims Authorization; seconded by Board Member Betz. Adopted by voice vote.

Board Member McGinty recommended adoption of [Resolution No. 7520](#) – Budget Amendment #10-00088:

Fund/Dept: 075 Regional Planning Commission – 741 Travel Demand Model Expansion

Increased Appropriations: \$81,000.00

Increased Revenue: \$81,000.00

Reason: To accommodate receipt of a new grant award to expand the Travel Demand model outside of the urbanized areas in support of future transportation project decisions; seconded by Board Member Kurtz.

Adopted by 2/3 required roll call vote.

Yeas: Wysocki, Ammons, Anderson, Beckett, Bensyl, Berkson, Betz, Cowart, Gladney, Knott, Kurtz, Langenheim, McGinty, Nudo, Richards, Rosales, Schroeder and Weibel – 18;

Nays: Doenitz, James, Jay, Jones, Michaels, Moser and Sapp – 7.

Board Member McGinty recommended adoption of [Resolution No. 7523](#) Regarding Charges for Services at the Champaign County Nursing Home; seconded by Board Member Moser. Adopted by voice vote.

Board Member McGinty recommended adoption of [Resolution No. 7524](#) Implementing Personnel Policy Guidelines for Non-Bargaining Position Upgrades for FY2011; seconded by Board Member Knott. Adopted by voice vote.

Board Member McGinty recommended adoption of ~~[Resolution No. 7502](#)~~ [Resolution No. 7537\\*](#) to Receive and Place on File the FY2011 Champaign County Budget; seconded by Board Member Kurtz. Discussion followed. County Administrator Debra Busey made a presentation to the Board on the FY2011 Budget. Adopted by voice vote.

Board Member McGinty recommended omnibus adoption of ~~[Resolution No. 7503](#)~~ [Resolution No. 7538\\*](#)–

Emergency Budget transfer #10-00007:

Fund/Dept: 090 Mental Health – 053 Mental Health Board

Total Amount of Transfer: \$4,885.00

Reason: To cover expenditures for personnel for County FY 2010. Regular FTE's line was not budgeted correctly at the beginning of the year. \$3,000.00 of transfer is to cover this deficit. Remaining amount of \$800.00 is for a personnel adjustment. Related personnel fringes were adjusted to allow for adjusted regular FTE line; and ~~[Resolution No. 7504](#)~~ [Resolution No. 7539\\*](#) –

Emergency Budget Transfer #10-00008

Fund/Dept: 641 Access Initiative Grant – 053 Mental Health Board

Total Amount of Transfer: \$3,965.00

Reason: To cover expenditures for additional staff hours to process documentation for federal grant. To cover additional IMRF for County FY2010; seconded by Board Member Moser. Discussion followed.

Adopted by 2/3 required roll call vote.

Yeas: Wysocki, Ammons, Anderson, Beckett, Bensyl, Berkson, Betz, Cowart, Doenitz, Gladney, James, Jay, Jones, Knott, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, Richards, Rosales, Sapp, Schroeder and Weibel – 25

Nays: None.

Board Member McGinty recommended adoption of ~~Resolution No. 7507~~ [Resolution No. 7541\\*](#) Approving Contracts for Professional Services for the Champaign County Circuit Court; seconded by Board Member Schroeder. Adopted by voice vote.

#### Policy, Personnel, & Appointments

Board Member Betz briefly assumed the Chair.

Board Member Weibel recommended adoption of [Resolution No. 7525](#) Appointing C. Pius Weibel to the Labor Committee; seconded by Board Member Richards. Discussion followed. Adopted by voice vote.

Board Member Weibel reassumed the Chair.

Board Member Betz, Chair, recommended adoption of [Resolution No. 7526](#) Approving Employee Insurance Benefits for FY2011; seconded by Board member Cowart. Discussion followed. Adopted by voice vote.

Board Member Betz recommended adoption of ~~Resolution No. 7497~~ [Resolution No. 7532\\*](#) Authorizing Award of Contract for Emergency Operations Center Audio Visual System; seconded by Board Member Sapp. Discussion followed. Adopted by voice vote.

#### OTHER BUSINESS

There was no other business.

#### NEW BUSINESS

There was no new business.

**RECESS**

Chair Weibel recessed the meeting at 8:41 P.M.

*Mark Shelden*

---

Mark Shelden, Champaign County Clerk  
and ex-Officio Clerk of the Champaign County Board

\* Resolutions marked with an asterisk were renumbered by Resolution No. 7549 for action at the November 18, 2010 County Board Meeting.

**COMMITTEE OF THE WHOLE – FINANCE, POLICY, & JUSTICE**  
**Summary of Action Taken at 11/9/2010 Meeting**

**AGENDA ITEM**

**ACTION TAKEN**

- |   |   |
|---|---|
| 1. <b><u>Call to Order</u></b>  | Meeting called to order at 6:04 p.m.  |
| 2. <b><u>Roll Call</u></b>  | 25 Board members were present at the meeting.   |
| 3. <b><u>Approval of Minutes</u></b>  |   |
| A. Committee of the Whole Minutes –<br>October 12, 2010   | Approved as presented.  |
| B. Legislative Budget Hearings Minutes –<br>September 7, 2010                                     | Approved as presented.  |
| C. Legislative Budget Hearings Minutes –<br>September 14, 2010                                    | Approved as presented.  |
| 4. <b><u>Approval of Agenda/Addendum</u></b>  | Agenda and addendum were approved as presented.   |
| 5. <b><u>Public Participation</u></b>   | 6 individuals spoke during public participation.  |
| 6. <b><u>Communications</u></b>   | Kurtz spoke about the Clinton landfill. Nudo spoke about reapportionment.   |
| 7. <b><u>Justice &amp; Social Services</u></b>  |   |
| A. <u>Presentation of County-Wide Housing Study Results from Regional Planning Commission</u>     | Presentation was made.  |
| B. <u>Monthly Reports</u>   | Received & placed on file.  |
| C. <u>Animal Control</u>  |   |
| 1. Approval of Intergovernmental Agreement for Animal Control Services with the City of Champaign | <b><i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Intergovernmental Agreement for Animal Control Services with the City of Champaign</i></b> |
| D. <u>Other Business</u>  | None  |
| E. <u>Chair's Report</u>  | None  |
| F. <u>Designation of Items to be Placed on County Board Consent Agenda</u>                        | Agenda item 7.C.1 was designated for the consent agenda.  |

**8. County Facilities**

**A. Courthouse Exterior/Clock & Bell Tower Renovation Project**

1. Project Update

Received & placed on file.

**B. Facilities Director**

1. Physical Plant Monthly Reports – September 2010

Received & placed on file.

2. Recommendation of Full Project Budget for 202 Art Bartell Construction Project

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of the recommendation of the full project budget for 202 Art Bartell Construction Project**

3. Update – ILEAS Roof Project

No action taken.

**C. County Administrator**

1. Lease Agreement between the County of Champaign and the Illinois Attorney General

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Lease Agreement between the County of Champaign and the Illinois Attorney General**

2. Lease Agreement between the County of Champaign and the Champaign County Humane Society

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Land Lease Agreement between the County of Champaign and the Champaign County Humane Society**

**D. Other Business**

None

**E. Chair's Report**

None

**F. Designation of Items to be Placed on County Board Consent Agenda**

Agenda items 8.C.1-2 were designated for the consent agenda.

**9. Policy, Personnel, & Appointments**

**A. Nursing Home Board of Directors**

1. Request Approval of Revised Nursing Home Personnel Policy

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of the revised Nursing Home Personnel Policy**

*\*Denotes Consent Agenda Item.*

**B. Appointments/Reappointments**

1. Redistricting Commission

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of the appointment of Anthony Ackerman, Terrance Archibald, Augustus Hallmon, Wendy Harris, Diana Herriott, Esther Patt, Richard Winkel, Jr., Ron Bensyl, Jonathan Schroeder, Alan Kurtz, & Michael Richards to the Redistricting Commission**

2. Nursing Home Board of Directors

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of the appointment of Mary Ellen O'Shaughnessey to the Nursing Home Board of Directors**

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of the appointment of Robert Palinkas to the Nursing Home Board of Directors**

3. Public Aid Appeals Committee

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of the appointment of Carol Elliott and James Rusk to the Public Aid Appeals Committee**

4. Drainage District #2 of the Town of Scott

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of the appointment of Roger Armstrong to the Drainage District #2 of the Town of Scott**

5. Nelson-Moore-Fairfield Drainage District

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of the appointment of John Heiser to the Nelson-Moore-Fairfield Drainage District**

**C. County Administrator**

1. Vacant Positions Listing

Provided for information only.

2. County Board FY2011 Calendar of Meetings

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of the County Board FY2011 Calendar of Meetings as amended**

**D. County Clerk**

1. Request Approval of Liquor Ordinance Amendments

Deferred

**E. Board of Review Report**

Receive & placed on file.

*\*Denotes Consent Agenda Item.*

F. <u>Other Business</u>	None
G. <u>Chair's Report</u>	None
H. <u>Designation of Items to be Placed on County Board Consent Agenda</u>	Agenda items 9.A.1, B.2-5, C.2 were designated for the consent agenda.
<b>10. Finance</b>	
A. <u>Budget Amendments &amp; Transfers</u>	<b>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Budget Amendments #10-00091, #10-00092, #10-00093, #10-00090, #10-00089, #10-00094, #10-00095, &amp; Budget Transfer #10-00010</b>
B. <u>Request to Waive Hiring Freeze</u>	
1. Public Defender Request to Waive Hiring Freeze for Assistant Public Defender Position	Motion approved to waive the hiring freeze for the Assistant Public Defender position.
C. <u>State's Attorney</u>	
1. Request Approval of Application for and, if Awarded, Acceptance of FY2011 Victim Advocacy Grant Renewal	<b>*RECOMMEND TO THE COUNTY BOARD APPROVAL of application for and, if awarded, acceptance of FY2011 Victim Advocacy Grant renewal</b>
D. <u>Nursing Home</u>	
1. Request Approval of Application for and, if Awarded, Acceptance of FY2011 IDOT Grant	<b>*RECOMMEND TO THE COUNTY BOARD APPROVAL of application for and, if awarded, acceptance of FY2011 IDOT Grant</b>
E. <u>County Administrator</u>	
1. General Corporate Fund FY2010 Revenue/Expenditure Projection Report	Received & placed on file.
2. General Corporate Fund Budget Change Report	No report was provided.
3. Harris & Harris Monthly Collections Report	Received & placed on file.
4. Resolution Authorizing Renewal of a Loan from the General Corporate Fund to the Nursing Home Fund	<b>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution Authorizing Renewal of a Loan from the General Corporate Fund to the Nursing Home Fund</b>

*\*Denotes Consent Agenda Item.*

5. Authorization for Loan to the General Corporate Fund from the Public Safety Sales Tax Fund

***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Authorization for Loan to the General Corporate Fund from the Public Safety Sales Tax Fund***

6. Resolution to Approve FY2011 Plan for Use of the General Corporate Fund One-Time Revenues

***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution to Approve FY2011 Plan for Use of the General Corporate Fund One-Time Revenues***

7. FY2011 Annual Tax Levy Ordinance

***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of FY2011 Annual Tax Levy Ordinance***

8. FY2011 Annual Budget & Appropriation Ordinance

***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of FY2011 Annual Budget & Appropriation Ordinance***

9. Resolution Reallocating Recovery Zone Facility Bond Allocation to the Illinois Finance Authority

***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution Reallocating Recovery Zone Facility Bond Allocation to the Illinois Finance Authority***

10. Ordinance Authorizing the Issuance of General Obligation (Limited Debt) Tax Certificates, Series 2010A, to Finance County Facilities for the County of Champaign, Illinois, & Providing the Details of Such Certificates, & Related Matters

***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Ordinance Authorizing the Issuance of General Obligation (Limited Debt) Tax Certificates, Series 2010A, to Finance County Facilities for the County of Champaign, Illinois, & Providing the Details of Such Certificates, & Related Matters***

11. Approval of Installment Purchase Agreement

***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Installment Purchase Agreement***

12. Ordinance of the County of Champaign, Illinois, Providing for the Issuance of General Obligation Refunding Bonds, Series 2010B, Providing the Details of Such Bonds & for a Levy of Taxes to Pay the Principal of & Interest on Such Bonds, & Related Matters

***\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Ordinance of the County of Champaign, Illinois, Providing for the Issuance of General Obligation Refunding Bonds, Series 2010B, Providing the Details of Such Bonds & for a Levy of Taxes to Pay the Principal of & Interest on Such Bonds, & Related Matters***

*\*Denotes Consent Agenda Item.*

13. Approval of Authorization for the Issuance of Tax Anticipation Warrants

**\*RECOMMEND TO THE COUNTY BOARD APPROVAL of Authorization for the Issuance of Tax Anticipation Warrants**

F. Treasurer

1. Monthly Report – September 2010

Received & placed on file.

G. Auditor

1. Purchases Not Following Purchasing Policy

Provided for information only.

2. Monthly Report – September 2010

Received & placed on file.

H. Other Business

None

I. Chair's Report

None

J. Designation of Items to be Placed on County Board Consent Agenda

Agenda items 10.A.1-9, C.1, D.1, E.4-9, & E.12 were designated for the consent agenda.

11. Recess

Meeting was recessed at 9:09 p.m.

*\*Denotes Consent Agenda Item.*

RESOLUTION NO. 7543

RESOLUTION APPROVING PROJECT BUDGET FOR 202 ART BARTELL DRIVE AND COUNTY EAST CAMPUS CONSTRUCTION PROJECT

WHEREAS, the Champaign County Board has determined to build a facility at 202 Art Bartell Drive to house the Office of the Coroner, County Clerk election storage, and Physical Plant Maintenance, and to include with that project the completion of construction related items for the County's East Campus locations; and

WHEREAS, the County Board approved a contract for the construction of the facility at 202 Art Bartell Drive in the amount of \$1,355,005; and

WHEREAS, the County Administrator and Facilities Director have recommended to the County Facilities Committee of the Whole the following additional items to be included in the 202 Art Bartell Drive and County East Campus Construction Project:

Licensing & Permitting	\$ 14,700
Owner Items for New Building	\$ 56,000
Maintenance Area Build-Out for New Building	\$ 30,000
Complete Fiber Optic Loop for East Campus	\$ 23,560
Generator Back-Up System for Brookens Facility	\$ 14,000
ILEAS South Garage Lighting & Heating	\$ 5,000
East Campus Site Storm Water Project	\$447,457

WHEREAS, the County Facilities Committee of the Whole recommends the entire project budget for the 202 Art Bartell Drive and County East Campus Construction Project Budget include the above-recommended items, and be set at a total budget of \$1,925,722;

NOW, THEREFORE BE IT RESOLVED by the Champaign County Board that the entire project budget for the 202 Art Bartell Drive and County East Campus Construction Project Budget is set at \$1,925,722.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7544

RESOLUTION APPOINTING THE MEMEBERSHIP OF THE  
CHAMPAIGN COUNTY REDISTRICTING COMMISSION

WHEREAS, The Champaign County Board established the Champaign County Redistricting Commission for election redistricting based on the 2010 United States Census with the approval of Resolution No. 7307 on March 18, 2010; and

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of the following two Republican County Board members to serve on the Redistricting Commission as the two minority party members: Ron Bensyl and Jonathan Schroeder; and

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of the following two Democratic County Board members to serve on the Redistricting Commission as the two majority party members: Alan Kurtz and Michael Richards; and

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of the following seven individuals to serve on the Redistricting Commission as the at-large members: Anthony Ackerman, Terrance Archibald, Augustus Hallmon, Wendy Harris, Diana Herriott, Esther Patt, and Richard Winkel, Jr.; and

WHEREAS, such appointments requires the advice and consent of the County Board under 35 ILCS 200/6-5.

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the County Board does hereby advise and consent to the appointment of Ron Bensyl, Jonathan Schroeder, Alan Kurtz, Michael Richards, Anthony Ackerman, Terrance Archibald, Augustus Hallmon, Wendy Harris, Diana Herriott, Esther Patt, and Richard Winkel, Jr. to the Champaign County Redistricting Commission.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7545

RESOLUTION APPOINTING ROBERT PALINKAS TO THE  
NURSING HOME BOARD OF DIRECTORS

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Robert Palinkas to the Nursing Home Board of Directors; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Robert Palinkas to the Nursing Home Board of Directors for a term commencing December 1, 2010 and ending November 30, 2012; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Robert Palinkas, 9391 E 2250 N Road, Danville IL 61834.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7546

PURCHASES NOT FOLLOWING PURCHASING POLICY

November 2010

FY2010

WHEREAS, Purchases by Champaign County offices and departments sometimes occur that are not in compliance with the Champaign County Purchasing Policy; and

WHEREAS, The Champaign County Auditor must present those purchases to the Champaign County Board for approval of payment;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the purchases not following purchasing policy as presented by the Champaign County Auditor on November 18, 2010 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

FOR COUNTY BOARD APPROVAL

11/18/10

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
<b>CREDIT CARD CHARGES PAID WITHOUT RECEIPT</b>						
** Correctional Center	080-140-522.02	VR#140-539	10/28/10	Schnuck's purchase 9/23	Visa Cardmember Service	\$ 18.95
<b>FY09 EXPENDITURES PAID IN FY10</b>						
** County Highway	083-060-571.80	VR#083-698	11/02/10	FY09 Hwy bond admin fee	CCT-Hwy Fac Debt Fund	\$ 495.00

\*\*\*\*\*According to Illinois Attorney General and Champaign County State's Attorney,  
the Purchasing Policy does not apply to the office of elected officials.\*\*\*\*\*

\*\* Paid- For Information Only

RESOLUTION NO. 7547

PAYMENT OF CLAIMS AUTHORIZATION

November 2010

FY2010

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$6,408,717.35 including warrants 44282 through 444061; and

WHEREAS, The claims included on the list were paid in accordance with Resolution No. 1743; and

WHEREAS, Claims against the Mental Health Fund do not require County Board approval and are presented for information only; and

WHEREAS, The County Auditor has recommended the payment of all claims on the Expenditure Approval List; and

WHEREAS, The County Board finds all claims on the Expenditure Approval List to be due and payable;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that payment of the claims totaling \$6,408,717.35 including warrants 44282 through 44061 is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7548

EMERGENCY BUDGET AMENDMENT

November 2010

FY 2010

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Committee of the Whole, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the FY2010 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00096

Fund 080 General Corporate  
Dept. 022 County Clerk

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.04 Regular Part-Time Employees	\$5,000
511.09 Overtime	\$10,000
522.01 Stationery and Printing	\$15,000
533.64 Election Judges and Workers	\$15,000
534.62 Election Mileage, Phone Reimbursement	\$5,000
534.64 Election Services	<u>\$6,868</u>
Total	\$56,868
Increased Revenue:	
371.77 From Election Grant Fund 628	<u>\$56,868</u>
Total	\$56,868

REASON: To cover expenses acquired from the November 2, 2010 General Election.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th of November, A.D.  
2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

FUND 080 GENERAL CORPORATE

DEPARTMENT 022 COUNTY CLERK

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	188,760	171,816	228,684	56,868

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	56,868	56,868

**EXPLANATION:** TO COVER EXPENSES ACQUIRED FROM THE NOVEMBER 2, 2010 GENERAL ELECTION

DATE SUBMITTED:

AUTHORIZED SIGNATURE

11-10-10  
\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

*Mal S. Dehl*



**ORDINANCE NO. 874**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATES, SERIES 2010A, TO FINANCE COUNTY FACILITIES FOR THE COUNTY OF CHAMPAIGN, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH CERTIFICATES, AND RELATED MATTERS**

**WHEREAS**, the County Board (the “Corporate Authorities”) of the The County of Champaign, Illinois (the “Issuer”), has determined that it is advisable, necessary and in the Issuer’s best interests to acquire, construct and equip an approximate an approximate 25,000 square-foot office/storage facility on the County’s East Urbana Campus, and related facilities, improvements and costs (the “Project”), including pursuant to the plans and specifications prepared by the Project designers; and

**WHEREAS**, the Issuer has the authority under the Counties Code (Section 5/1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, as supplemented and amended, including by the Registered Bond Act, the Bond Replacement Act, the Bond Authorization Act, Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of Illinois and the Intergovernmental Cooperation Act, Section 220/1 *et seq.* of Chapter 5 of the Illinois Compiled Statutes, and the Local Government Debt Reform Act (and particularly Section 17 thereof concerning, among other things, “debt certificates”) (collectively, the “Act”); and

**WHEREAS**, the Issuer is to enter into an Installment Purchase Agreement (the “Installment Purchase Agreement,” with respect to which undefined terms herein shall have the meanings therein) with the County Treasurer (in such officer’s official capacity, as the nominee “Seller” under Section 17 of the Local Government Debt Reform Act) and, as the case may be, one or more related contract identification certificates or other instruments under the Act identifying (each a “Contract Identification Certificate,” in substantially the form in Exhibit F to the Installment Purchase Agreement) to the Installment Purchase Agreement one or more contracts with vendors, sellers, service providers and Contractors (each, as applicable, a “Contractor” under the applicable “Contract”) for the Project, in connection with paying all or a part of the related costs of the Project with the applicable Contractor; and

**WHEREAS**, pursuant to and in accordance with the Act and this ordinance, the Issuer is authorized to issue General Obligation (Limited Tax) Debt Certificates, Series, in the aggregate principal amount of up to \$\_\_\_\_\_ (the “Certificates”) for the purpose of providing moneys to fund the Proceeds Account under this ordinance to pay the costs of the Project and related costs and expenses; and

**WHEREAS**, the Certificates shall be as described in the Official Statement for the Certificates (in near final and final form, as applicable, the “Official Statement”), as supplemented by the Issuer’s Continuing Disclosure Certificate and Agreement (the “Disclosure Agreement”) under Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”); and

**WHEREAS**, the Issuer has received a proposed purchase contract for the Certificates (when fully executed to constitute the “Purchase Contract”) from William Blair & Company, L.L.C., Chicago, Illinois (the “Underwriter”); and

**WHEREAS**, for convenience of reference only this ordinance is divided into numbered sections with headings, which shall not define or limit the provisions hereof, as follows:

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Preambles .....	1
Section 1. Authority and Purpose/Certain Definitions.....	2
Section 2. Authorization and Terms of Certificates .....	2
Section 3. Sale and Delivery .....	9
Section 4. Execution and Authentication .....	9
Section 5. Transfer, Exchange and Registration .....	10

Section 6.	Certificate Registrar and Paying Agent.....	10
Section 7.	Direct Obligations and Debt.....	10
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Section 12.	Arbitrage Rebate/Yield Reduction Payments.....	15
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Section 14.	Non-Arbitrage and Tax-Exemption .....	15
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Section 17.	Supplemental Documents .....	19
Section 18.	Covenants.....	20
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Section 20.	Effective Date .....	21

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

**Section 1. Authority and Purpose/Certain Definitions.**

(a) This ordinance is adopted pursuant to the Act for the purpose of financing the Project. Proceeds of the Installment Purchase Agreement and the related Certificates are hereby authorized for such purpose. The Corporate Authorities hereby find that the matters set forth in the preambles and recitals hereto are true and correct and incorporate them herein by this reference and that it is necessary and in the best interests of the Issuer that the Issuer finance the Project and that Certificates be issued for such. Proceeds of the Certificates are hereby allocated for such purpose. There shall be borrowed for and on behalf of the Issuer the principal amount of up to \$ \_\_\_\_\_ (to be evidenced by the Certificates to finance the Project, and related costs

(b) Certain words, terms and phrases defined throughout this ordinance shall have the meanings for all purposes of the Ordinance. Certain words, terms and phrases shall have the meanings, as follows:

“Taxable” or “taxable” with respect to an obligation means that the obligation is not tax-exempt.

“Tax-Exempt” or “tax-exempt” with respect to an obligation means that the interest on such obligation is not included in gross income for Federal income tax purposes.

“Yield” or “yield” means yield computed under Section 1.148-4 of the Income Tax Regulations for the Bonds, and yield computed under Section 1.148-5 of the Income Tax Regulations for an investment.

**Section 2. Authorization and Terms of Certificates.** For the purposes described above in Section 1, there is hereby authorized the sum of the principal amount of the Certificates issued, up to \$ \_\_\_\_\_, to be derived from the proceeds of the Installment Purchase Agreement and the related Certificates. For the purpose of financing the Project, by funding the Proceeds Account hereunder, and to evidence the obligations and debt under the Installment Purchase Agreement, Certificates of the Issuer may be issued and sold or drawn upon, at one time or from time to time as funds are needed for the Project, in an aggregate principal amount not to exceed \$ \_\_\_\_\_, shall each be designated “General Obligation (Limited Tax) Debt Certificate, Series 2010A”, and shall be issued and/or drawn upon in the denominations of \$5,000 each or any authorized integral multiple thereof. The Certificates are authorized to be issued in one or more series all as provided in one or more Authenticating Orders. The Certificates shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Certificates. Unless otherwise determined by the Issuer in the Authenticating Order for the Certificates, each Certificate shall be dated as of or before the date of issuance thereof as the Underwriter approves or accepts.

(a) **General.** The Certificates shall bear interest and shall mature and come due in the principal amount on January 1 in each year, as follows:

<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Interest Rate (%)</u>
2012	,000	
2013	,000	
2014	,000	
2015	,000	
2016	,000	
2017	,000	
2018	,000	
2019	,000	
2020	,000	
2021	,000	
2022	,000	
2023	,000	
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	
2029	,000	
2030	,000	

In lieu of issuing a Certificate or Certificates for each maturity, a single certificate (or series of certificates) with a maturity of no later than the last maturity set forth above may be issued payable in annual installments corresponding to the above maturities, as provided in an Authenticating Order, and not otherwise.

Each Certificate shall bear interest from the later of its dated date or the most recent interest payment date to which interest has been paid, calculated on the basis of a year of twelve 30-day months. The principal of and premium, if any, on the Certificates shall be payable in lawful money of the United States of America at maturity upon presentation and surrender thereof at the designated office of Amalgamated Bank of Chicago, Chicago, Illinois, hereby designated as paying agent for the Certificates (including its successors, the **"Paying Agent"**). Interest on the Certificates shall be payable on the outstanding principal balance of the Certificates, from time to time, on each interest payment date, semi annually on January 1 and July 1 of each year, commencing July 1, 2011, and until paid, to the registered owners of record appearing on the registration books maintained by Amalgamated Bank of Chicago, Chicago, Illinois, designated as certificate registrar, for such purpose (including its successors, the **"Certificate Registrar"**), at the designated office of the certificate registrar as of the close of business on the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the calendar month next preceding the applicable interest payment date (the **"Record Date"**). Interest on the Certificates shall be paid by check or draft, from funds provided by the County, by the Paying Agent from the general sources as herein described mailed to such registered owners at their addresses appearing on the registration books therefor.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the fifteenth (15<sup>th</sup>) day of the calendar month next preceding each interest payment date and ending on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate has been mailed nor during a period of 15 days next preceding the mailing of a notice of redemption of any Certificate, which could designate all or a part of any Certificates for redemption.

In connection with any Certificate in installment form, appropriate draw/advance and payment/prepayment notations on the installment Certificate may be made by the Paying Agent, and any failure to provide such notations shall not abrogate, diminish or impair any draw/advance or payment/prepayment.

(b) **Redemption.** With notice (no such notice being required for Term Certificates under (b)(ii) below) from the Issuer to the Certificate Registrar at least 45 days before the designated prepayment and redemption date (or lesser notice acceptable to the Certificate Registrar), the Certificates shall be subject to redemption prior to maturity from funds provided by the County, at the times, in the manner, with the notice and with the effect set forth in this ordinance. The Certificates are subject to redemption, if at all, as follows:

(i) **Optional Redemption.** Certificates maturing on and after January 1, 202\_, shall be subject to optional redemption and prepayment on any date on and after January 1, 202\_, as a whole or in part, at the option of the County, in such principal amounts from such maturities as specified by the Issuer (but in inverse order if none is specified) at a price of par, plus accrued interest to the date of redemption.

(ii) **Sinking Fund Redemption.** This paragraph (ii) shall apply only to the extent: (A) an Authenticating Order or (B) the applicable Certificate form in Exhibit A (subject also to an Authenticating Order), shall specify any Term Certificates (the "Term Certificates"), and otherwise shall not apply. Certificates so specified as Term Certificates, if any, are subject to mandatory sinking fund redemption in the principal amount on January 1 of the years so specified, but corresponding to the amounts specified above in Section 2(a), or otherwise as set forth in an Authenticating Order.

At its option before the 45th day (or such lesser time acceptable to the Certificate Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Certificates the Issuer by furnishing the Certificate Registrar and the Paying Agent an appropriate certificate of direction and authorization executed by the Chairman of the County Board or County Administrator or County Treasurer may: (i) deliver to the Certificate Registrar for cancellation Term Certificates in any authorized aggregate principal amount desired; or (ii) furnish the Paying Agent funds for the purpose of purchasing any of such Term Certificates as arranged by the County; or (iii) receive a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Certificates which prior to such date have been redeemed and cancelled. Each such Certificate so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Certificates in chronological order, and the principal amount of Certificates to be so redeemed as provided shall be accordingly reduced. In the event Certificates being so redeemed are in a denomination greater than \$5,000, a portion of such Certificates may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

(iii) **Procedure.** The Issuer covenants that it will redeem Certificates pursuant to the redemption provisions applicable to such Certificates. Proper provision for redemption having been made, the Issuer covenants that the Certificates so selected for redemption shall be payable as at maturity.

The Issuer shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Certificate Registrar), notify the Certificate Registrar of any optional redemption date (which, if any, shall be specified in an Authenticating Order) and of the principal amount of Certificates to be redeemed (no such notice shall be required in the case of any mandatory sinking fund redemption of Term Certificates). In the event that less than all of the Certificates of a particular series or maturity are called for redemption as aforesaid, as necessary, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot not more than sixty (60) days or less than thirty (30) days prior to the redemption date by the Certificate Registrar by such method as the Certificate Registrar shall deem fair and appropriate; provided, that such method shall reasonably provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate or a maturity or due date shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall promptly notify the County in writing of the Certificates or portions of Certificates or a maturity or due date selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Certificates to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Certificate Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Certificate or Certificates to be

redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by each such registered owner to the Certificate Registrar.

All notices of redemption shall include at least the information as follows: (1) the identification of the particular Certificates to be redeemed; (2) the redemption date; (3) the redemption price; (4) if less than all of the Certificates of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed; (5) a statement that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and (6) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the designated principal office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Certificate shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Certificate to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Certificate, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Certificate Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the Issuer are received by the certificates Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Issuer, state that such redemption will be conditional upon the receipt of such moneys by the certificates Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice will be of no force and effect, the Issuer will not redeem such Certificates and the certificates Registrar will give notice, in the same manner in which the notice of redemption has been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the Issuer will deposit with the certificates Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Upon surrender of such Certificates for redemption in accordance with such notice, such Certificates shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Certificate, there shall be prepared for the registered owner a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be marked cancelled by the Certificate Registrar and shall not be reissued.

In addition to the foregoing notice set forth above, further notice may be given by the Certificate Registrar on behalf of the Issuer as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption, if given hereunder, shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Certificates being redeemed; (b) the date of issue of the Certificates as originally issued; (c) the rate of interest borne by each

Certificate being redeemed; (d) the maturity date of each Certificate being redeemed; and (e) any other descriptive information needed to identify accurately the Certificates being redeemed.

Each further notice of redemption may be sent at least thirty-five (35) days before the redemption date to each registered securities depositories then holding any of the Certificates, but is not to be sent if all certificates at one securities depository.

Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall identify the Certificate or Certificates, or portion thereof, being redeemed with the proceeds of such check or other transfer.

(c) **Registration of Certificates.** The Certificates shall be negotiable, subject to the provisions for registration of transfer contained herein.

(i) **General.** This clause (i) is subject to the provisions of subsection (b) concerning book-entry only provisions. The Issuer shall cause books (the "Certificate Register") for the registration and for the transfer of the Certificates as provided in this ordinance to be kept at the designated principal office of the Certificate Registrar, which is hereby constituted and appointed the Certificate Registrar of the Issuer. The Issuer is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the Issuer for use in the issuance from time to time of the Certificates and in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the County shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at the office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same series and maturity of other authorized denominations. The execution by the Issuer of any fully registered Certificate shall constitute full and due authorization of such Certificate, and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the fifteenth (15<sup>th</sup>) day of the calendar month next preceding any interest payment date on such Certificate and ending on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for prepayment has been mailed, nor during a period of 15 days next preceding mailing of a notice of prepayment and redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Issuer or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates exchanged in the case of the issuance of a Certificate or Certificates for the outstanding portion of a Certificate surrendered for redemption.

The Chairman of the County Board or County Administrator or County Treasurer may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Chairman of the County Board or County Administrator or County Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Certificates, and as if the date of such successor taking up its duties were the redemption date.

(ii) **Book-Entry-Only Provisions.** Unless otherwise provided in an Authenticating Order, the Certificates shall be issued in the form of a separate single fully registered Certificate of each series for each of the maturities of the Certificates. Upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register therefor in a street name (initially "Cede & Co.") of the Depository, initially the Depository Trust Company, New York, New York, ("DTC"), or any successor thereto, as nominee of the Depository. The outstanding Certificates from time to time shall be registered in the Certificate Register in a street name, as nominee of the Depository. If not already done, the Chairman of the County Board or County Administrator or County Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "Representation Letter"). Without limiting the generality of the authority given to the Chairman of the County Board or County Administrator or County Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Certificates or of beneficial interest therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Certificates registered in the Certificate Register in the name of a nominee of the Depository, the Issuer and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates, i.e., an "indirect participant" or a "beneficial owner". Without limiting the meaning of the foregoing, the Issuer and the Certificate Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the nominee, or any Depository Participant with respect to any ownership interest in the Certificates, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to principal of or interest on the Certificates.

As long as the Certificates are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Certificate with respect to any Certificates. Upon delivery by the Depository to the Certificate Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Certificates as of the close of business on the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the month next preceding the applicable interest payment date, the reference herein to nominee in this ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Issuer, the Certificate Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall notify the Depository and the Depository Participants of the availability of Certificates, and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this ordinance to the contrary, so long as any Certificate is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Certificates and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter.

(d) **Authenticating Order.** Although the Certificates of each maturity or due date are authorized to mature and to bear interest at the rate or rates per annum, as set forth above, and have such other terms as herein provided, the Certificates are nevertheless hereby authorized to mature in other principal amounts (not exceeding the aggregate the principal amount set forth above) and to bear interest at such other rate or rates, be subject to redemption and have such other terms and provisions as either (i) the Chairman of the County Board or County Administrator shall certify in each applicable Authenticating Order at the time of delivery of the Certificates and payment therefor (with respect to which the term “**Authenticating Order**” shall mean, if at all, one or more certificates signed by the Chairman of the County Board or County Administrator, and attested by the County Clerk, under the County’s seal, setting forth and specifying details of and related to Certificates of a particular series, including but not limited to reoffering premiums, original issue discount (“**OID**”), funding of reserves and for depreciation, payment dates, other than as set forth above, denominations, interest rate or rates, interest and/or principal payment dates, aggregate principal amount (but not to exceed the principal amount set forth above), the principal and interest coming due in each applicable payment period, the issuance of Certificate instruments in installment form in lieu of serial form or in serial form in lieu of installment form, as the case may be, any nominal or nominee party, optional and mandatory prepayment and redemption provisions, designation of a Paying Agent and/or Certificate Registrar or other fiscal agent, Underwriter, the issuer (the “**Insurer**”, presently expected to be [Assured Guaranty Municipal Corp.]) of an insurance policy or other credit facility securing the Certificates (the “**Policy**, presently expected to be the Insurer’s Municipal Bond Insurance Policy), capitalized interest, denominations, payment dates, installment form in lieu of serial form (and *vice-versa*), and investment restrictions, series designation (for example, 2010, 2010A, 2010B, etc.), accounts and subaccounts, and full authority is hereby given to the Chairman of the County Board or County Administrator to certify and specify such terms, without any further action by the Corporate Authorities than this ordinance), or (ii) the Corporate Authorities in supplemental proceedings shall approve, in either case other than as specifically set forth in this ordinance.

(e) **Limitation.** No Certificates (or participations in the Installment Purchase Agreement) shall be issued other than as provided in this ordinance.

(f) **Payment and Discharge.** The Certificates may be discharged, payment provided for, and the Issuer’s liability terminated, in whole or in part, as follows:

(i) **Discharge of Indebtedness.** If (i) the Issuer shall pay or cause to be paid to the registered owners of the Certificates the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Certificate Registrar and Paying Agent shall have been paid, and (iii) the County shall keep, perform and observe all and singular the covenants and promises in the Certificates and in this ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Issuer shall pay or cause to be paid to the registered owners of all outstanding Certificates of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Certificates shall cease to be entitled to any lien, benefit or security under this ordinance, and all covenants, agreements and obligations of the Issuer to the registered owners of such Certificates shall thereupon cease, terminate and become void and discharged and satisfied.

(ii) **Provision for Payment.** Certificates for the payment or redemption of which sufficient monies or sufficient government securities shall have been deposited with the Paying Agent (whether upon or prior to the maturity or the redemption date of such Certificates) shall be deemed to be paid within the meaning of this ordinance and no longer outstanding under this ordinance; provided, however, that if such Certificates are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this ordinance or arrangements satisfactory to the Certificate Registrar (including certified public accountant verifications and opinions of Bond Counsel, as requested) shall have been made for the giving thereof. Government securities shall be considered sufficient only if such investments are not redeemable prior to maturity at the option of the issuer thereof and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Certificates without rendering the interest on any Certificates taxable under the Code. The Issuer may at any time surrender to the Certificate Registrar for cancellation by it any Certificates previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Certificates, upon such surrender and cancellation, shall be deemed to be paid and retired.

(iii) **Termination of County's Liability.** Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Paying Agent or another appropriate escrow agent of sufficient money and government securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Certificate or Certificates, all liability of the Issuer in respect of such Certificate or Certificates shall cease, determine and be completely discharged and the registered owners thereof shall thereafter be entitled only to payment out of the money and the proceeds of the government securities deposited as herein described for their payment.

**Section 3. Sale and Delivery.** All acts and things done by officers of the Issuer in connection with and related to the sale of the Certificates to the Underwriter shall be and they are hereby in all respects ratified, confirmed and approved.

The Chairman of the County Board, County Administrator, County Clerk, County Treasurer and other officials of the Issuer are hereby authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the Issuer each and every thing necessary for the issuance by the County of the Certificates, including the due and proper execution, delivery and performance of this ordinance, the Installment Purchase Agreement and one or more Contract Identification Certificates, the Purchase Contract, the Disclosure Agreement, the Arbitrage Regulation Agreement (under Section 12 below), in substantially the forms thereof presented at the meeting at which this ordinance is adopted, with appropriate modifications, and all related and incidental agreements, certificates, receipts and opinions, upon payment of the full purchase price of the Certificates, an amount equal to the purchase price, plus accrued interest, if any as set forth in the Purchase Contract with the Underwriter to purchase Certificates. The Chairman of the County Board or County Administrator or County Clerk or County Treasurer each is hereby authorized to identify any Contract to this ordinance and the Installment Purchase Agreement by a Contract Identification Certificate. The use of the Preliminary Official Statement, and preparation and use of a final Official Statement in the offering of the Certificates is ratified, authorized and approved.

The Underwriter shall receive a credit against the purchase price for the Certificates for its underwriting discount and for other issuance costs directly paid by the Underwriter, which payment is hereby authorized.

**Section 4. Execution and Authentication.** Each Certificate shall be executed in the name of the Issuer by the manual or authorized facsimile signature of its Chairman of the County Board and the corporate seal of the Issuer, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of the County Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Certificate shall cease to hold such office before the issuance of such Certificate, such Certificate shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Certificate had not ceased to hold such office. Any Certificate may be signed, sealed or attested on behalf of the County by any person who, on the date of such act, shall hold the proper office or position, notwithstanding that at the date of such Certificate such person may not hold such office or position.

No recourse shall be had for the payment of any Certificates or the Installment Purchase Agreement against the Chairman of the County Board, County Administrator, County Clerk, County Treasurer or other officer or any member of the Corporate Authorities or any other officer or employee of the County (past, present or future).

Each Certificate shall bear thereon a certificate of authentication executed manually by the Certificate Registrar. No Certificate shall be entitled to any intended right or benefit under this ordinance until such certificate of authentication shall have been duly executed by the Certificate Registrar. Such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authorized

under this ordinance and the Installment Purchase Agreement. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer or signer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates.

**Section 5. Transfer, Exchange and Registration.** The Certificates shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Certificate all be transferable only upon the registration books maintained by the Certificate Registrar for that purpose at the designated office of the Certificate Registrar, by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Certificate Registrar and duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the surrender for transfer of any such Certificate, the Issuer shall execute and the Certificate Registrar shall authenticate and deliver a new Certificate or Certificates registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered Certificate. Certificates, upon surrender thereof at the designated office of the Certificate Registrar, with a written instrument satisfactory to the Certificate Registrar, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Certificates of the same maturity and interest rate and of the denominations of \$5,000 each or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of Certificates, the Issuer or the Certificate Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Certificates.

The Issuer, the Seller, the Certificate Registrar and the Paying Agent may deem and treat the person in whose name any Certificate shall be registered upon the registration books as the absolute owner of such Certificate, whether such Certificate shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid, and neither the Issuer nor the Certificate Registrar or the Paying Agent shall be affected by any notice to the contrary.

**Section 6. Certificate Registrar and Paying Agent.** The Issuer shall at all times retain a Certificate Registrar and Paying Agent with respect to the Certificates and shall cause to be maintained at the office of the Certificate Registrar a place where Certificates may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where Certificates may be presented for payment, that it shall require that the Certificate Registrar maintain proper registration books and that it shall require the Certificate Registrar and Paying Agent to perform the other duties and obligations imposed upon them by this ordinance in a manner consistent with applicable standards, customs and practices.

The Certificate Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this ordinance. The Certificate Registrar by executing the certificate of authentication on any Certificate shall be deemed to have certified that it has all requisite power to accept, and has accepted, including as Paying Agent, in the case of the Certificate Registrar and Paying Agent being the same entity or financial institution, such duties and obligations not only with respect to the Certificate so authenticated but with respect to all of the Certificates.

**Section 7. Direct Obligations and Debt.**

(a) The Installment Purchase Agreement and the related Certificates shall be direct limited tax general obligations and a debt of the Issuer, and the payment when due of the principal thereof and the interest thereon shall be payable from general funds on hand or to be on hand without any requirement of a prior

appropriation or budget therefor, under Section 17 of the Local Government Debt Reform Act, or from any other funds lawfully available to the County for the payment of such obligations and debt. Under Section 13 of the Local Government Debt Reform Act, the Issuer pledges to the debt service payments under the Installment Purchase Agreement, all general funds on hand and to be received from time to time, subject to any prior pledge, and for purposes of the foregoing and this ordinance “**General Funds**” means all moneys and investments thereof constituting all or a part of the Issuer’s general fund (howsoever styled), but such term shall include and not restrict or prohibit the use of any other special or otherwise legally available funds therefor.

**Section 8. Form of Certificates.** The Certificates shall be issued in fully registered form conforming to the industry customs and practices of printing, including part on the front and part on the reverse of the certificates, as appropriate, the blanks to be appropriately completed when the Certificates are delivered; and the Certificates may be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and, with appropriate insertions and modifications, shall be in substantially the form thereof in Exhibit A hereto. In lieu thereof, Certificates may be issued in typewritten form, conforming as nearly as practicable to the foregoing. Notwithstanding any provision of this ordinance to the contrary, in lieu of issuing Certificates in serial form the Certificates may be issued as a single installment or term instrument in a principal amount equal to the aggregate principal amount of the Certificates actually issued with a final maturity conforming to Section 2, payable annually as to principal and semiannually as to interest (subject to adjustment in an Authenticating Order or other supplemental proceedings), with an appropriate payment schedule therein or thereon or annexed, and otherwise substantially complying with this ordinance. The form for the Certificates set forth below shall be appropriately modified with respect to any Certificate in installment form, the sufficiency of which shall be conclusively approved by the delivery of nationally recognized bond counsel’s (“**Bond Counsel**”) approving opinion upon issuance thereof. Certificates in serial or installment form may be interchanged from time to time, in whole or in part.

**Section 9. No Levy and Extension of Taxes.** For the purpose of providing the money required to pay the installment payments on the Installment Purchase Agreement, and debt service on the related Certificates, when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there shall not be levied upon taxable property in the Issuer in each year while the Installment Purchase Agreement or any of the Certificates shall be outstanding, any direct annual tax sufficient for that purpose. **The Installment Purchase Agreement and the related Certificates are payable solely and only from General Funds (which term includes moneys in the general funds or special or other legally available funds therefor) as described herein, without any requirement of a prior appropriation or budget therefor, as secured by General Funds (and moneys in the general funds or special or other legally available funds therefor), including Build America Payments, to pay debt service on the Installment Purchase Agreement and the related Certificates. Any payment on the Certificates shall effect a payment at the time, in the manner and with the same effect on the Installment Purchase Agreement**

Each Certificate shall evidence the Issuer’s debt in connection with a proportionate undivided interest in the right to receive installment payments by the County in connection with the Installment Purchase Agreement. The Certificates are payable solely from such installment payments as, when and if the same are received by the Paying Agent, which revenues are to be held in trust by the Paying Agent for such purposes in the manner, and the amounts payable under the Installment Purchase Agreement and the related Certificates constitute a debt and limited general obligation of the Issuer payable from General Funds (and moneys in the general funds or special or other legally available funds therefor), including Build America Payments, without any requirement of a prior appropriation therefor, as secured by General Funds (or special or other legally available funds therefor).

**Section 10. Debt Service Account.** Moneys constituting general funds, including 35% Build America Payments, or otherwise legally available special funds are to be set aside for the sole purpose of paying principal of and interest on the Installment Purchase Agreement and the related Certificates when and as the same come due. All of such moneys, and all other moneys to be used for the payment of the principal of and interest on the Installment Purchase Agreement, shall be deposited by the County Treasurer, or other authorized financial officer, without any other required authority than this ordinance in the “**Debt Service Account**” (the “**Debt Service Account**”), which is hereby established by the County as a special fund of the County and shall be administered as a

bona fide debt service fund under the Internal Revenue Code of 1986, as amended. The Issuer shall make deposits into the Debt Service Account on the first day of each month following the issuance of any Certificates equal to a prorata amount (not less than 1/6 as to interest and 1/12 as to principal) of the principal and interest due on the next succeeding interest and/or principal payment date. At the time of issuance of the Certificates any accrued interest received upon the issuance of the Certificates shall be deposited in the Debt Service Account and applied to pay interest on the Installment Purchase Agreement and the related Certificates. The County Treasurer, or other authorized financial officer, without any further authority than this ordinance, shall timely deposit to and withdraw funds from the Debt Service Account and pay such funds over to the Paying Agent to pay debt service on the Installment Purchase Agreement and the related Certificates.

There shall be and there are hereby created and established separate accounts of the County to be designated (i) the "Proceeds Account" and (ii), severally, the "Debt Service Account", "Depreciation Account" and "Surplus Account", identified to a particular series of Bonds, for example, 2010, 2010A, etc., as applicable, into each of which such separate accounts there shall be paid, after the Certificates are issued hereunder, on the last business day of each month next preceding the first day of each month without any further official action or direction and in the order in which such Accounts are hereinafter mentioned, all moneys hereunder pledged to pay the Certificates, in accordance with the following provisions:

(a) **Proceeds Account.** There shall be paid into the Proceeds Account (created in subsection (j)(A) and Section 11 below) all grants and other amounts as and when received and advanced in connection with the Certificates to be applied to the acquisition, construction and installation of the Project, as more fully described and referred to in the preambles hereto.

The Issuer shall then allocate from Certificate proceeds, a sum necessary for expenses incurred in the issuance of the Bonds, which shall be deposited in the Proceeds Account as herein provided and disbursed for such issuance costs, which disbursements are hereby expressly authorized.

(b) **Debt Service Account.** There shall be paid into the Debt Service Account on the last business day next preceding the first business day of each month, after the required payment has been determined, a fractional amount (not less than 1/6) of the interest becoming due on the next succeeding interest payment date on all outstanding Certificates authorized to be issued under the terms of this ordinance, and there shall be paid into the Debt Service Account on the first business day of each month not less than a fractional amount of the principal (not less than 1/12) and/or interest (not less than 1/6) becoming due on the next succeeding principal maturity or due date and/or interest due date of all of the Certificates issued under the terms of this ordinance until there shall have been accumulated in the Debt Service Account on or before the day preceding such current due date or maturity date of interest or principal, or both, an amount sufficient to pay such principal or interest, or both, of all Certificates heretofore issued or issued hereunder and including, as applicable, the maturing principal or interest, or both.

In computing the fractional amount of the interest and principal requirements of the Certificates herein authorized and to be set aside each month in the Debt Service Account for the payment thereof, the fraction shall be so computed that sufficient funds will be set aside in the Debt Service Account and be available for the prompt payment of such principal of and interest on the Certificates herein authorized as the same will become due.

Payments into the Debt Service Account may be suspended in any fiscal year at such time as there shall have been paid into such Account sufficient moneys to pay the total principal and interest for such pertinent fiscal year, but such payments shall again be resumed at the beginning of the new fiscal year. All moneys in such Account shall be used only for the purpose of paying interest and principal on the Certificates hereby authorized, as the same shall become due.

At the time of initial delivery of the Certificates, or as needed, there may be transferred from the Proceeds Account to the Debt Service Account a sum sufficient to pay the interest estimated to accrue on the Certificates during the estimated time necessary to complete the hereinabove described construction, extension and improvement of the Project.

(c) **Depreciation Account.** There shall be paid into the Depreciation Account the amounts from time to time provided by ordinance, resolution or other actions of the Corporate Authorities. The moneys in such Depreciation Account shall be used to the extent necessary to make any needful repairs or replacements to the Project and, although not reasonably expected, to prevent or remedy a default in the payment of the interest on or principal of the Certificates. There is no required funding of the Depreciation Account under this ordinance.

(d) **Surplus Account.** After all the required payments into the accounts hereinabove described have been made, including the payments of any deficiencies, and when there is on deposit in the above-described Debt Service Account and Depreciation Account the full maximum amount required to be accumulated in such Debt Service Account and Depreciation Account, then all moneys remaining shall be deposited into the Surplus Account and may be used for any lawful general or special corporate purpose of the Issuer.

(e) **Investments.** The moneys in any of the Accounts created by subparagraphs (a) through (d), as hereinabove created and set forth in this section may by resolution adopted by the Issuer be invested from time to time by the County Treasurer or other authorized finance officer of the County in interest bearing Certificates or other direct and general obligations of the United States Government maturing in not more than ten (10) years after the purchase date thereof and in certificates of deposit or time deposits constituting direct obligations of any savings and loan association or of any bank as defined in the Illinois Banking Act to the extent such certificates or deposits are insured by the Federal Deposit Insurance Corporation or its successors and mature in not more than ten (10) years after the purchase date thereof, and such investments shall be sold from time to time by such County Treasurer or officer pursuant to a resolution or other actions of the Corporate Authorities as funds may be needed for the purpose for which such Accounts have been created. All accrued interest received from any such investments shall be considered and treated as general income and revenues of the County.

(f) Moneys in each of the several Accounts above described shall be kept separate and apart from all other funds and moneys of the County and shall be deposited in a duly designated depository, which bank is authorized to do business in the State of Illinois, and whose deposits are insured under the provisions of the Federal Deposit Insurance Act, or its successor.

(g) It is hereby covenanted and agreed that the pledged revenues are to be paid into the various special Accounts hereinabove established and created in the order in which such Accounts have been listed, and if within any period of time the revenues are insufficient to place the required amounts in any of such Accounts, the deficiencies shall be made up during the following period or periods after payments into all the Accounts enjoying a prior claim of the pledged revenues.

(h) The Issuer hereby covenants and agrees with the owners of the Certificates hereby authorized that so long as the Certificates or any of them remain outstanding and unpaid, either as to principal or interest, that any owner of a Certificate or Certificates issued hereunder may, either in law or in equity, by suit, action, mandamus or other proceedings enforce or compel performance by the officials of the Issuer of all duties required by law and by this ordinance, including the deposit and segregation of the pledged revenues to the respective accounts under this ordinance and in the time and manner and with the effect as herein provided.

(i) The sale of the Certificates herein authorized to the Underwriter at the price and bearing interest at the rate or rates per annum herein provided is hereby approved and confirmed, and the Certificates shall be delivered to the Underwriter or to DTC for the Underwriter's account.

(A) The proceeds derived from the sale of the Certificates hereby authorized shall be placed by the County Treasurer or other authorized financial officer in a special account to be designated the "**Proceeds Account**" which is hereby created (and referred to in subsection (a) above), which funds shall be kept separate and apart from all other funds of the Issuer and deposited in the bank described in subsection (f) above, which bank be, and is hereby designated as the Depository for the funds of such Proceeds Account. Subject to the last paragraph of this section, such funds shall be held and used to acquire, construct, extend and improve the proposed Project as

provided for by this ordinance, and shall be held for the benefit of the owner or owners of the Certificates hereby authorized as their interests may appear, and such funds shall be withdrawn from the Depository from time to time by the County Treasurer or other authorized finance officer (i) either to pay or prepay any interim financing or (ii) otherwise only upon submission to such County Treasurer or officer of the following (payment or prepayment of any prior Certificates and of interim financing, including particularly as may be provided by any State or federal agency shall not require compliance with (1) and (2) below, and is hereby authorized):

(1) A duplicate of the order or direction signed by the Chairman of the County Board or County Administrator or, as applicable, other authorized officer stating specifically the purpose for which the order is issued and indicating that the payment for which the order is issued has been approved by the Corporate Authorities; and

(2) Each withdrawal of funds for payment to a contractor or contractors for work done in connection with the Project shall also be accompanied by (i) a certificate executed by the engineer or architect in charge of the work stating the nature of the work completed and the amount due and payable thereon and (ii) a Contract Identification Certificate approved by the Corporate Authorities as provided in the Installment Purchase Agreement.

(B) Within sixty (60) days after completion of the work in accordance with the plans and specifications therefor, hereinabove referred to in this ordinance, and after all construction costs have been paid in connection therewith, the engineers shall certify to the Corporate Authorities the fact that the work described herein has been completed according to the plans and specifications therefor, and upon approval of the completion of the work based upon such engineer's certificate by the Corporate Authorities, and after all the costs have been paid, the Chairman of the County Board or County Administrator (and engineer or architect, as applicable) for the Issuer shall execute a certificate and file it with the Corporate Authorities certifying that the work has been completed in accordance with such plans and specifications, that all costs have been paid, and if at any time any funds remain in the Proceeds Account the same shall be transmitted to the County Treasurer or other authorized finance officer of the County and be by the County Treasurer or such officer deposited in the Debt Service Account to be established in the manner set forth in subsection (b) hereof and be used to redeem and prepay Certificates issued under the terms of this ordinance to the nearest \$5,000 and any excess funds then remaining shall be held in such account to pay the principal of interest on the Certificates as they mature and come due.

(C) The cost of engineering, architecture, legal and financing services, the cost of surveys, designs, soundings, borings, rights of way, inspection charges, and all other necessary and incidental expenses, including interest accruing on the Certificates during the construction period to the extent such interest is not paid from income and revenue, shall be deemed items of cost of acquisition, construction and installation of the Project in accordance with the plans and specifications therefor heretofore approved by the Corporate Authorities and on file in the office of the County Clerk and referred to in the preambles hereof.

(D) From the proceeds of the sale of the Certificates, as long as any interim financing has been paid, prepaid or refunded, funds may be transferred as needed from the Proceeds Account into the Debt Service Account hereinabove created in subsection (b) of this ordinance to pay the interest accruing on the Certificates during the estimated time necessary to complete the acquisition, construction, extension and improvement of the Project as described herein.

**Section 11. Certificate Proceeds/Proceeds Account.** All of the proceeds of the sale of the Installment Purchase Agreement and the related Certificates (exclusive of accrued interest as provided above in Section 10) shall be deposited by the County Treasurer or other authorized financial officer in the "**Proceeds Account**" which is established under this ordinance and recognized as a special fund of the County. Moneys in the Proceeds Account shall be used for the purposes specified in Section 1 and Section (10)(i) of this ordinance, including for the payment of costs of issuance of the Certificates and related to the Installment Purchase Agreement and each Contract Identification Certificate, but may thereafter be reappropriated and used for other lawful purposes of the Issuer. Before any such appropriation shall be made, there shall be filed with the County Clerk a written opinion of Bond Counsel to the effect that such reappropriation is in compliance with this ordinance and the Installment Purchase Agreement and will not adversely affect the tax-exempt status of the Certificates under Section

103 of the Internal Revenue Code of 1986, as amended. Funds in the Proceeds Account shall be applied at the times, in the manner and with the effect as set forth in Section 10.

**Section 12. Arbitrage Rebate / Yield Reduction Payments.** The County reasonably expects to issue more than \$5,000,000 of tax-exempt obligations in the calendar year of the execution and delivery of the Installment Purchase Agreement and issuance of the Certificates within the meaning of the small issuer exception under Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended. The Issuer shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, relating to the rebate of certain investment earnings at periodic intervals to the United States of America and payment of yield reduction payments (“Yield Reduction Payments”) under Section 1.148-5(c) of the Income Tax Regulations, to the extent that such compliance is necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Installment Purchase Agreement and the related Certificates under Section 103 of the Internal Revenue Code of 1986, as amended, and is authorized to execute, deliver and perform an Arbitrage Regulation Agreement (the “Arbitrage Regulation Agreement”) in that connection, among other things. A “Rebate Fund” is authorized under the Arbitrage Regulation Agreement.

**Section 13. Investment Regulations.** No investment shall be made of any moneys in the Debt Service Account or the Proceeds Account except in accordance with the tax covenants and other covenants set forth in Section 14 of this ordinance. All income derived from such investments in respect of moneys or securities in any fund or account shall be credited in each case to the fund or account in which such moneys or securities are held. All investments shall comply with the Investment of Public Funds Act (30 ILCS 235/0.01 *et seq.*). Such investments shall be as provided in Sections 10 and 11.

Any moneys in any fund or account that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt. The Chairman of the County Board or County Administrator or County Clerk or County Treasurer and agents designated by such officers are hereby authorized to submit, on behalf of the County, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

**Section 14. Non-Arbitrage and Tax-Exemption.** One purpose of this Section 14 is to set forth various facts regarding the Certificates and to establish the expectations of the Corporate Authorities and the County as to future events regarding the Installment Purchase Agreement, the Certificates and the use of related proceeds, provided that Yield will be determined taking into account the 35% credit payments with respect to Build America Bonds (Direct Payment).. The certifications and representations made herein and at the time of the issuance of the Certificates are intended, and may be relied upon, as certifications and expectations described in the Income Tax Regulations dealing with arbitrage, rebate and yield reduction payments (the “Regulations”). The covenants and agreements contained herein, and at the time of the issuance of the Certificates, are made for the benefit of the registered owners from time to time of the Installment Purchase Agreement and Certificates. The Corporate Authorities and the County agree, certify, covenant and represent as follows:

(1) The Installment Purchase Agreement is entered into and the Certificates are being issued to pay the Project costs described in Section 1 above, and all of the amounts received from the Installment Purchase Agreement upon the sale of the Certificates, plus all investment earnings thereon (the “Proceeds”) are needed for the purpose for which the Installment Purchase Agreement is made and the Certificates are being issued.

(2) The Issuer will apply proceeds of the Certificates and the Installment Purchase Agreement to the costs in (1) above concurrently with and following the issuance of the Certificates. The Issuer has incurred, or within 6 months of issuance of the Certificates will incur, Project costs equal to at least 10% of the Available Project Proceeds of the Certificates, and expects to diligently proceed with the Project within three (3) years of issuance of Certificates, at which time all proceeds of the Certificates are to have been spent. Except for 20% of proceeds of the Certificates for architectural, engineering, permitting and financing costs and the lesser of \$50,000 or 5% for other Project costs, no Project costs reimbursable from

Certificate proceeds have been incurred prior to the date of adoption of this ordinance. The Issuer reserves the right to reimburse itself from proceeds of the Certificate for Project costs paid within 60 days prior to the adoption of this ordinance.

(3) The Issuer has on hand no funds which could legally and practically be used for the purposes hereof which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used for such purposes, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Installment Purchase Agreement or the Certificates is being issued solely for the purpose of investing the Proceeds at a Yield higher than the Yield on the Installment Purchase Agreement or the Certificates. For purposes of this Section 14, "Yield" means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to its issue price, including accrued interest, and the purchase price of the Installment Purchase Agreement and the related Certificates is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Installment Purchase Agreement and the Certificates is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of Underwriters or wholesalers).

(4) All principal proceeds of the Installment Purchase Agreement and the related Certificates will be deposited in the Proceeds Account for the purposes described in Section 1 above, and any accrued interest and premium received on the delivery of the Installment Purchase Agreement and the related Certificates will be deposited in the Debt Service Account and used to pay the first interest due on the Installment Purchase Agreement and the Certificates. Earnings on investment of moneys in any fund or account will be credited to that fund or account. Costs for the purposes described in Section 1 above, including issuance costs of the Installment Purchase Agreement and the Certificates and related to the Installment Purchase Agreement and this ordinance, will be paid from the Proceeds Account, and no other moneys are expected to be deposited therein. Interest on and principal of the Certificates will be paid from payments with respect to the Installment Purchase Agreement and deposited into the Debt Service Account. No Proceeds will be used more than thirty (30) days after the date of issue of the Certificates for the purpose of paying any principal or interest on any issue of Certificates, notes, certificates or warrants or on any installment Agreement or other obligation of the Issuer or for the purpose of replacing any funds of the County used for such purpose.

(5) The Debt Service Account is established to achieve a proper matching of revenues and earnings with debt service on the Installment Purchase Agreement and the Certificates. Other than any amounts held to pay principal of matured Certificates that have not been presented for payment, it is expected that any moneys deposited in the Debt Service Account will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Debt Service Account will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay the Installment Purchase Agreement and matured Certificates that have not been presented for payment, it is expected that the Debt Service Account will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in the Debt Service Account, or (ii) in the aggregate, one-twelfth (1/12th) of annual debt service. Otherwise such funds shall be yield restricted by the yield on the Certificates and subject to Yield Reduction Payments, as the case may be.

(6) Other than the Debt Service Account, no funds or accounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Installment Purchase Agreement and the related Certificates or restricted so as to give reasonable assurance of their availability for such purposes. No property of any kind is pledged to secure, or is available to pay, obligations of the County to any credit enhancer or liquidity provider.

(7) (a) All amounts on deposit in the Proceeds Account or the Debt Service Account and all Proceeds, no matter in what funds or accounts deposited ("**Gross Proceeds**"), to the extent not exempted in (b) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Installment Purchase Agreement and the related Certificates which will be available to pay, directly or indirectly, the Installment Purchase Agreement and the related Certificates or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (6) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Certificates. The yield on the Installment Purchase Agreement does not exceed the applicable Yield on the Certificates.

(b) The following may be invested without Yield restriction:

(i) amounts invested in obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended (but not specified private activity Certificates as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes ("**Tax-Exempt Obligations**"); and

(ii) amounts deposited in the Debt Service Account that are reasonably expected to be expended within 13 months from the deposit date and have not been on deposit therein for more than 13 months; and

(iii) all amounts for the first 30 days after they become Gross Proceeds (in general the date of deposit in any fund or account securing payments on the Installment Purchase Agreement and the related Certificates); and

(iv) all amounts in the Proceeds Account to pay Project costs for up to three (3) years (the applicable "**temporary period**") after the issuance of the Certificates.

(8) Subject to (17) below, once moneys are subject to the Yield limits of (7)(a) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(9) As set forth in Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended, the County expects to be excepted from the required rebate of arbitrage profits on the Installment Purchase Agreement and the related Certificates because the Issuer is a governmental unit with general taxing powers, the Installment Purchase Agreement is not and none of the Certificates is, a "**private activity bond**" as defined in Section 141(a) of the Internal Revenue Code of 1986, as amended, all the net proceeds of the Certificates are to be used for the local government activities of the Issuer, and the aggregate face amount of all tax-exempt obligations (other than "**private activity Certificates**" as defined in Internal Revenue Code of 1986, as amended) issued by the Issuer and all subordinate entities thereof during the calendar year of issuance thereof, including the Installment Purchase Agreement and the related Certificates, is reasonably expected to exceed \$5,000,000 under such Section 148(f)(4)(D). The Issuer has no subordinate entities having issued bonds in this calendar year. Since such \$5,000,000 is exceeded, then the County shall determine and, as applicable, pay arbitrage rebate.

(10) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(11) The payment of the principal of or the interest on the Installment Purchase Agreement and the related Certificates will not be, directly or indirectly (A) secured by any interest in (i) property used or to be used for a private business activity by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the County), in respect of property, or borrowed money, used or to be used for a private business activity by any person other than a state or local governmental unit.

(12) None of the Proceeds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(13) No user of facilities in respect of the Installment Purchase Agreement and the related Certificates other than a state or local government unit will use the Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of the Project as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment Agreement, or (iii) any other similar arrangement. Any management agreement or similar use agreement shall comply with Section 1301(e) of the Tax Reform Act of 1986 and applicable Income Tax Regulations and Rulings.

(14) Beginning on the 15th day prior to the funding of the Proceeds Account, the County will not have sold or delivered, and will not sell or deliver (nor will it deliver within 15 days after the date of issue of the Certificates), any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Installment Purchase Agreement and the related Certificates or will be paid directly or indirectly from Proceeds.

(15) No portion of facilities in respect of the Certificates is expected to be sold or otherwise disposed of prior to the last maturity of the Installment Purchase Agreement and the related Certificates.

(16) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as an issuer which may certify bond issues under the Regulations.

(17) The Yield restrictions contained in (7) above or any other restriction or covenant contained herein may be violated or changed if the Issuer receives an opinion of Bond Counsel to the effect that such violation or change will not adversely affect the tax-exempt status of interest on the Installment Purchase Agreement and the related Certificates to which it or the registered owners are otherwise entitled.

(18) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(19) The yield on the Installment Purchase Agreement is equal to the yield on the Certificates

(20) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Installment Purchase Agreement and the related Certificates to be arbitrage Certificates within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and of the Regulations. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

The Issuer also agrees and covenants with the holder of the Installment Purchase Agreement and the owners of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Installment Purchase Agreement and the related Certificates and affects the tax-exempt status of the Installment Purchase Agreement and the related Certificates.

The Corporate Authorities hereby authorize the officials of the Issuer responsible for issuing the Certificates, the same being the Chairman of the County Board, the County Administrator, the County Clerk and the County Treasurer of the Issuer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Installment Purchase Agreement and the related Certificates, issued as BABs or on

a tax-exempt basis, to be arbitrage bonds and to assure that the interest on the Installment Purchase Agreement and the related Certificates will be excluded from gross income for federal income tax purposes. In connection therewith, the Issuer and the Corporate Authorities further agree: (a) through the officers of the County, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel approving the Installment Purchase Agreement and the related Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Installment Purchase Agreement and the related Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; (e) to execute, deliver and perform the Installment Purchase Agreement and the Purchase Contract; and (f) if deemed necessary or advisable, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance.

The Certificates are at all times to qualify as tax-exempt, and are not to be hedge bonds, arbitrage bonds or private activity bonds within the meaning of Sections 149(g), 148 or 141 of the Code. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

**Section 15. Bank Qualified.** Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Issuer hereby designates the Installment Purchase Agreement (in whole or in part, as applicable) and the related Certificates issued on a tax-exempt basis, as “qualified tax-exempt obligations” as defined in such Section 265(b)(3). The Issuer represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year in which the Installment Purchase Agreement is executed and delivered and the tax-exempt Certificates are issued will not exceed \$30,000,000 in 2010 within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer covenants that it will not so designate and issue more than \$30,000,000 in 2010 aggregate principal amount of tax-exempt obligations in such calendar year. For purposes of this Section 15, the term “tax-exempt obligations” includes “qualified 501(c)(3) bonds” (as defined in the Section 145 of the Internal Revenue Code of 1986, as amended) but does not include other “private activity bonds” (as defined in Section 141 of the Internal Revenue Code of 1986, as amended).

**Section 16. Ordinance a Contract.** The provisions of this ordinance shall constitute a contract between the Issuer and the Seller, and the owners of the Certificates. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the registered owners of the Installment Purchase Agreement and any and all of the Certificates. To the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Issuer, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**Section 17. Supplemental Documents.** The Installment Purchase Agreement and each Contract Identification Certificate, in substantially the forms presented before the meeting of the Corporate Authorities at which time ordinance is adopted are hereby authorized and approved, with such changes therein from such forms as the Issuer’s officers executing them shall approve. The Issuer is hereby authorized to execute all such other and further documents desirable or necessary to effect the execution, delivery and performance of this ordinance, the Installment Purchase Agreement, the Certificates, the Contract Identification Certificates, the Purchase Contract, the Arbitrage Regulation Agreement and the Disclosure Agreement. The Chairman of the County Board, County Administrator, County Clerk or County Treasurer are authorized under Section 17 of the Local Government Debt Reform Act to identify contracts to the Installment Purchase Agreement.

An Insurer’s commitment and other related documents and required provisions with respect to a Policy and the terms and provisions of the Policy, if any, are to be incorporated into this ordinance by reference, including without limitation that any investment restrictions and limitations in the commitment and related to the Insurer’s Policy shall be deemed to be applicable restrictions and limitations on the investments authorized by this

ordinance. A copy of the Insurer's commitment and standard package shall be attached to this ordinance, but any failure to so attach shall not abrogate, diminish or impair the effect thereof. If there is no Insurer or Policy, reference in this ordinance to the Insurer or Policy shall be given no effect.

The Official Statement is approved and is hereby authorized to be used by the Underwriter in the placement and sale of the Certificates. The Bond Purchase Agreement and the Disclosure Agreement, in forms typical to the transactions contemplated by this resolution, as the officers of the Issuer executing them shall approve, which approval shall constitute the approval of the Corporate Authorities, shall be and are hereby authorized and approved for execution, delivery and performance. The Issuer covenants that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such resolutions and other actions supplemental hereto, and such further acts, agreements, instruments and transfers as may be reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming unto the owners of the Certificates its interest in the funds pledged hereby to the payment of the principal of, premium, if any, and interest on the Certificates, the application of Bond proceeds, all as herein provided, and with respect to Certificates as tax-exempt and/or as taxable BABs.

**Section 18. Covenants.** That the Issuer covenants and agrees with the registered owners of the Certificates hereby authorized that so long as the Certificates or any of them remain outstanding and unpaid, either as to principal or interest:

(a) That the Issuer will maintain the Project and all improvements and extensions thereto in continuous, effective and efficient operation, will operate the same efficiently and faithfully and punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois, the United States and this ordinance.

(b) That the Issuer will maintain and keep proper books of records and accounts (separate from all other records and accounts of the Issuer) in which complete entries shall be made of all transactions relating to the Issuer's operations, and hereby covenants that it will cause the books and accounts of the Issuer to be audited by certified public accountants and upon request will file with the original Purchasers of the Certificates complete operating financial statements of the Issuer in reasonable detail. Each audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall without limiting the generality of the foregoing, include the following:

(1) A statement in detail of the income and revenue and expenditures of the County for such fiscal year.

(2) The accountant's comments regarding the method in which the Issuer has carried out the requirements of this ordinance and the accountant's recommendations for any changes or improvements in the financial operations of the Issuer.

(3) A list of all the insurance policies in force at the end of the fiscal period, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy.

(c) That the Issuer will carry and maintain all risk insurance upon all of the properties forming a part of the Project which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts which are usually carried by other municipalities, special districts, private companies or operators of similar properties rendering services of similar character in similar communities, and all moneys received for losses under such insurance policies shall be deposited in a separate insurance account of the Issuer and used only in making good the loss or damage in respect of which they were paid either by repairing the property damaged or making replacements to the property destroyed. Provision for making good such loss or damage shall be made within ninety (90) days from date of the loss or damage or for the payment of the principal of and interest on the Certificates authorized to be issued under the terms of this ordinance. The Issuer will also carry and maintain general liability coverages and other coverages

generally insured by similar public or private enterprise facilities as the Project, in minimum amounts required by applicable law or sound insurance practices for any loss and shall cover all employees under Workmen's Compensation as required by Illinois law. The proceeds derived from any and all policies for such coverage shall be paid into a separate account of the Issuer and used in paying the claims on account of which they were received.

(d) That the Issuer will require its County Treasurer and other officers in connection with handling Certificate proceeds and revenues of the Issuer to execute a fidelity bond in an amount not less than required by applicable law, in any case with a responsible surety company.

(e) That the Issuer, prior to the beginning of the fiscal year for the Issuer while the Certificates are outstanding, will prepare a proposed budget or appropriation ordinance in compliance with applicable law for its ensuing fiscal period covering the operations of the Issuer, and, the payments to be made into the various accounts as provided in this ordinance. The foregoing shall not be construed to require an appropriation or budget item for debt service on the Certificates.

(f) That upon request the Issuer will provide copies of its most recent audited financial statements to the Purchasers of the Certificates.

**Section 19. Conflict and Repeal.** All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

**Section 20. Effective Date.** This ordinance shall become effective upon adoption and publication, in pamphlet form, in accordance with applicable state law.

Upon motion by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, adopted this \_\_\_\_ of November, 2010, by roll call vote, as follows:

Ayes (names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nays (names): \_\_\_\_\_

Absent (names): \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman of the County Board



and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Certificate to the extent of the sum or sums so paid, and neither the Bank nor the Registrar or the Paying Agent shall be affected by any notice to the contrary.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Registrar.

The Issuer has designated this Certificate, and each Certificate of the series of which it is one, as "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Certificate in order to make it a legal, valid and obligation and debt of the Issuer as herein provided have been done, exist and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, The County of Champaign, Illinois, has caused this Certificate to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman of the County Board, and its seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its County Clerk, all as of the Dated Date set forth above.

THE COUNTY OF CHAMPAIGN, ILLINOIS

(SEAL)

Attest:

By: \_\_\_\_\_ County Clerk By: \_\_\_\_\_ Chairman of the County Board

CERTIFICATE OF AUTHENTICATION

Dated: \_\_\_\_\_

This is one of the General Obligation (Limited Tax) Debt Certificates, Series 2010A, of The County of Champaign, Illinois, related to the Installment Purchase Agreement by and between the County and the County Treasurer, as nominee Seller.

Registrar and Amalgamated Bank of Chicago  
Paying Agent: Chicago, Illinois

AMALGAMATED BANK OF CHICAGO,  
Chicago, Illinois, as Registrar

By: \_\_\_\_\_  
Authorized Signer

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_ [Name, Address and Tax Identification Number of Assignee]  
the within Certificate and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_ Signature \_\_\_\_\_

Signature Guarantee: \_\_\_\_\_

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

The foregoing form of Certificate may be modified in any manner not inconsistent with the authorizing ordinance therefor. The opinion of bond counsel shall be conclusive in that connection.

STATE OF ILLINOIS )  
 )  
COUNTY OF CHAMPAIGN ) SS.

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the "County"), and that as such official I am the keeper of the records and files of the County and its County Board (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_ day of November, 2010, insofar as the same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 874**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATES, SERIES 2010A, TO FINANCE COUNTY FACILITIES FOR THE COUNTY OF CHAMPAIGN, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH CERTIFICATES, AND RELATED MATTERS,**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were conducted openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that the agenda for the meeting was duly posted at the Brookens Administration Center at least 48 hours prior to the meeting; that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

**IN WITNESS WHEREOF**, I hereunto affix my official signature, and the County's seal, this \_\_\_\_ day of \_\_\_\_\_, 2010.

(SEAL)

\_\_\_\_\_  
County Clerk

**INSTALLMENT PURCHASE AGREEMENT  
EXHIBIT B**

**Office of Julia R. Reitz, Esq., State's Attorney**

**OFFICE OF JULIA R. REITZ, ESQ., STATE'S ATTORNEY  
101 EAST MAIN ST.  
URBANA, IL 61801  
Tel: (217)384-3733 / Fax: (217)384-3816**

December \_\_, 2010

**The County of Champaign  
Urbana, Illinois**

**William Blair & Company, L.L.C.  
Chicago, Illinois**

**Evans, Froehlich, Beth & Chamley  
Champaign, Illinois**

Re: \$\_\_\_\_\_ **General Obligation (Limited Tax) Debt Certificates, Series  
2010A, of The County of Champaign, Illinois**

Ladies and Gentlemen:

As counsel for The County of Champaign, Illinois (the "**County**"), I have reviewed the Installment Purchase Agreement (the "**Agreement**," dated as of December 1, 2010 (as authorized by the County's Ordinance No. \_\_\_\_\_, adopted November \_\_, 2010 (the "**Ordinance**," with respect to which undefined terms herein shall have the meaning therein), by and between the County Treasurer (as the nominee "**Seller**" under Section 17 of the Local Government Debt Reform Act) and the County. Based on the examination of the Agreement and the Ordinance, it is my opinion that:

1. The County is a duly constituted non-home rule County and unit of local government of the State of Illinois, in good standing under the Constitution and laws of the State of Illinois and is authorized to enter into the transactions contemplated by the Agreement, the Ordinance, the Certificates, Contract Identification Certificates, the Arbitrage Regulation Agreement, the Disclosure Agreement and the Purchase Contract (all, together with certificates and receipts, collectively, the "**Related Documents**").
2. The Agreement and the Related Documents, executed and delivered by the County and constitutes valid, legal and binding agreements of the County.
3. To the best of my knowledge and belief, the entering into and performance of the Agreement and the Related Documents will not violate any judgment, order, law or regulation applicable to the County or result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the County is a party or be which it or its assets may be bound.
4. To the best of my knowledge and belief, there is no litigation pending or threatened in any court or other tribunal, state or federal, in any way questioning or if adversely determined will affect the validity or source of payment of the Agreement, the Certificates and the Related Documents.
5. The Project is to acquire, construct and install an approximate an approximate 25,000 square-foot office/storage facility on the County's East Urbana Campus, and related facilities, improvements and costs (the "**Project**").

6. To the best of my knowledge and belief, all required or applicable bidding procedures regarding the award of the Agreement and acquisition, construction and installation of the Project to this date have been followed or duly waived by County.

7. The adoption of all resolutions, ordinances and actions of the County relating to the Ordinance, the Agreement and the Related Documents, and all related proceedings, comply with all applicable laws governing the County and with all rules and regulations of the County and its Corporate Authorities. The County does not operate under the "**Commission**" form of municipal government.

8. On the basis of my representation of the County and my review of the Official Statement, but without having undertaken to determine independently the accuracy or completeness of or to verify the statements in the Official Statement, nothing has come to my attention which would lead me to believe that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respects.

9. None of the proceedings had or actions taken with regard to the Ordinance, the Agreement and the Related Documents, including the proceedings relating to the execution, issuance, sale and delivery of the Certificates, has or have been repealed, rescinded or revoked, and all such proceedings and actions remain in full force and effect on the date hereof.

**Office of Julia R. Reitz, Esq., State's Attorney**

By: \_\_\_\_\_, Esq.  
Assistant State's Attorney

**INSTALLMENT PURCHASE AGREEMENT**  
**EXHIBIT C**  
**SCHEDULE OF PAYMENTS**

Dated Date: December \_\_, 2010

Installment Purchase Agreement Account Information

Name: The County of Champaign  
 Address: Brookens Administration Center; 1776 E. Washington  
 County, State: Urbana, IL  
 Zip: 61802  
 Telephone: (217) 384-3776  
 Facsimile: (217) 384-3896

Agreement Reference: # n/a  
 Agreement Document Date: December 1, 2010  
 Original Agreement Date: December 1, 2010  
 Original Agreement Amount: \$ \_\_\_\_\_

Payments: Principal is payable January 1 in each year, as set forth below, and interest, at the rates set forth below, is payable each January 1 and July 1, commencing July 1, 2011, as provided in the ordinance authorizing the Installment Purchase Agreement:

<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Interest Rate (%)</u>	<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Interest Rate (%)</u>
2012	,000		2022	,000	
2013	,000		2023	,000	
2014	,000		2024	,000	
2015	,000		2025	,000	
2016	,000		2026	,000	
2017	,000		2027	,000	
2018	,000		2028	,000	
2019	,000		2029	,000	
2020	,000		2030	,000	
2021	,000				

Term

Certificates: Certificates maturing on January 20\_\_, 20\_\_ and 20\_\_ are Term Certificates (the "Term Certificates"), subject to mandatory sinking fund redemption in the principal amount on January 1 of each of the years, as follows:

<u>Jan. 1, 20</u>	<u>Term Certificate</u>	<u>Jan. 1, 20</u>	<u>Term Certificate</u>	<u>Jan. 1, 20</u>	<u>Term Certificate</u>
<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Year</u>	<u>Principal Amount(\$)</u>
20__	,000	20__	,000	20__	,000
20__	,000	20__	,000	20__	,000
20__	,000*	20__	,000*	20__	,000*

\*To be paid at maturity unless previously retired.

Dated as of the Dated Date set forth above.  
 (SEAL)

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

Attest:

\_\_\_\_\_  
 County Clerk

\_\_\_\_\_  
 Chairman of the County Board

STATE OF ILLINOIS )

COUNTY OF CHAMPAIGN     )  
  )

**ATTACHMENT TO EXHIBIT C**

**Debt Certificate**

**December \_\_, 2010**

The undersigned hereby certify that all outstanding debt and obligations of The County of Champaign, Illinois (the "County") are as follows:

General Obligation Bonds (referendum)

\_\_\_\_\_

Non-Referendum General Obligation Bonds

\_\_\_\_\_

Alternate Bonds\*

\$ \_\_\_\_\_ (General Obligation Bonds (Alternate Revenue Source), Series \_\_\_\_)

\*With respect to which the County is in full compliance and has not levied taxes

Installment Purchase Agreements/Contracts/Leases

\$ \_\_\_\_\_ (County Treasurer, December 1, 2010)

Public Building Commission Leases

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Other (specify):

IEPA "loans" / USDA "loans": \$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

By: \_\_\_\_\_  
Chairman of the County Board

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
County Treasurer

By: \_\_\_\_\_  
County Administrator

**INSTALLMENT PURCHASE AGREEMENT  
EXHIBIT D**

**CERTIFICATE WITH RESPECT TO  
QUALIFIED TAX-EXEMPT OBLIGATIONS**

I, the undersigned, hereby certify that I am the duly qualified Chairman of the County Board of The County of Champaign, Illinois ("**County**"); and, with respect to the Installment Purchase Agreement dated as December 1, 2010 (the "**Agreement**," with respect to which undefined terms herein shall have the meanings therein) by and between County and the County Treasurer (as the nominee "**Seller**"), am duly charged with the executing that certain Agreement and do hereby certify as follows:

1. The County certifies that it reasonably anticipates that not more than \$30,000,000 of "**qualified tax-exempt obligations**" [as that term is defined in Section 265 (b)(3)(d) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986 (the "**Code**")]] will be issued by it and any subordinate entities during the calendar year 2010. The County has no subordinate entities having issued tax-exempt bonds in 2010 except (if none, so state): none.

2. Further, the County agrees, in accordance with Section 265 (b)(3)(d) of the Code, that it will not designate issues in 2010 in an aggregate principal amount exceeding \$30,000,000 to be designated as "**qualified tax-exempt obligation**" eligible for the exception contained in Section 265 (b)(3)(d) of the Code, allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

3. The County hereby designates the Agreement and the related Certificates as "**qualified tax-exempt obligations**" under such Section 265(b)(3) of the Code.

4. Attached hereto, as applicable, is a completed Form 8038-G in connection with the Agreement and the related Certificates.

**IN WITNESS WHEREOF**, the County has caused this Exhibit D to Agreement to be executed by its respective officer duly authorized, all as of the date and year first above written.

**THE COUNTY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Its Chairman of the County Board

**Information Return for Tax-Exempt Governmental Obligations**

Under Internal Revenue Code section 149(e)

See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

**Part I Reporting Authority**

If Amended Return, check here

1 Issuer's name <b>The County of Champaign</b>		2 Issuer's employer identification number (EIN) <b>37 - 6006910</b>	
3 Number and street (or P.O. box if mail is not delivered to street address) <b>Brookens Administration Center/ 1776 E. Washington Street</b>		Room/suite	4 Report number (For IRS Use Only) <b>3</b>
5 City, town, or post office, state, and ZIP code <b>Urbana, Illinois 61802</b>		6 Date of issue	
7 Name of issue <b>General Obligation (Limited Tax) Debt Certificates, Series 2010A</b>		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information: <b>Deb Busey, County Administrator</b>		10 Telephone number of officer or other person <b>( 217 ) 384-3776</b>	

**Part II Type of Issue (enter the issue price) See instructions and attach schedule**

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other: Describe	18
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>
If obligations are RANs, check only box 19b	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

**Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

**Part VI Miscellaneous**

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)		
	b Enter the final maturity date of the GIC ▶		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units		
	b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer ▶ and the date of the issue ▶		
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box		<input checked="" type="checkbox"/>
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
40	If the issuer has identified a hedge, check box		<input type="checkbox"/>

**Signature and Consent:** Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative: Deb Busey, County Administrator  
 Date: \_\_\_\_\_ Type or print name and title

<b>Paid Preparer's Use Only</b>	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	EIN	37	1114774
	44 Main Street, Champaign, Illinois 61820	Phone no.	(217) 359-6494	

LAW OFFICES OF  
**EVANS, FROEHLICH, BETH & CHAMLEY**

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

44 MAIN STREET, THIRD FLOOR  
CHAMPAIGN, ILLINOIS 61820

TELEPHONE (217) 359-6494

FACSIMILE (217) 359-6468

JAMES W. EVANS  
KURT P. FROEHLICH  
KENNETH N. BETH  
JOSEPH P. CHAMLEY

December \_\_, 2010

Certified Mail No. \_\_\_\_\_

Internal Revenue Service Center  
1160 W. 1200 S.  
Ogden, Utah 84201

RE: **Installment Purchase Agreement and Related \$ \_\_\_\_\_ General  
Obligation (Limited Tax) Debt Certificates, Series 2010A, of The County of  
Champaign, Illinois and the County Treasurer, Urbana, IL**

Enclosed is a Form 8038-G and B in connection with the above captioned issue. The form has been prepared by our firm as bond counsel and is filed as required by the Tax Reform Act of 1986. Please advise me if you see any problems or have any concerns about the form as herewith filed. We will accept your collect call in that connection.

Also enclosed is a copy of the form as executed and herewith submitted for filing which we would ask you to file-stamp and return to us in the enclosed self-addressed stamped envelope.

Very truly yours,

KURT P. FROEHLICH, Ltd.

KPF/rmb

**Exhibit E**

**CONTRACT IDENTIFICATION CERTIFICATE**

In connection with the Installment Purchase Agreement dated as of December 1, 2010 (the **"Installment Purchase Agreement,"** with respect to which undefined terms herein shall have the meanings therein) by and between The County of Champaign, Illinois (the **"County"**) and the County Treasurer (as the nominee **"Seller"**) related to acquire, construct and install an approximate an approximate 25,000 square-foot office/storage facility on the County's East Urbana Campus, and related facilities, improvements and costs (the **"Project"**), the undersigned Chairman of the County Board or County Administrator or County Clerk or County Treasurer under Section 17 of the Local Government Debt Reform Act hereby certifies that the Corporate Authorities have identified to the Installment Purchase Agreement [a] certain Contract(s), as follows:

**Contractor/Payee**

**Contract/Purpose**

**Amount(\$)**

This Certificate is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Chairman of the County Board

or

\_\_\_\_\_  
County Administrator

or

\_\_\_\_\_  
County Clerk

or

\_\_\_\_\_  
County Treasurer

ORDINANCE NO. 876

ORDINANCE AUTHORIZING THE INSTALLMENT PURCHASE AGREEMENT

WHEREAS, The County of Champaign is issuing General Obligation (limited Tax) Debt Certificates, Series 2010A, to finance County facilities; and

WHEREAS, The Installment Purchase Agreement has been prepared and is listed as Attachment A to this ordinance;

NOW, THEREFORE, BE IT ORDAINED By the Champaign County Board that the that the County Board Chair is hereby authorized and directed to execute the Installment Purchase Agreement, included as Attachment A to this ordinance, on behalf of the County of Champaign.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

**ATTACHMENT A**

Closing Item No. 1.01  
NA

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**INSTALLMENT PURCHASE AGREEMENT**

**TRANSCRIPT OF PROCEEDINGS**

**December 1, 2010 / December \_\_, 2010**

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

**and the related**

**\$\_\_\_\_\_ GENERAL OBLIGATION (LIMITED TAX)  
DEBT CERTIFICATES, SERIES 2010A**

**of the**

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

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**\$ \_\_\_\_\_ GENERAL OBLIGATION (LIMITED TAX)  
DEBT CERTIFICATES, SERIES 2010A,  
OF THE COUNTY OF CHAMPAIGN, ILLINOIS**

**CONTENTS**  
Closing Letter  
CUSIPS  
Final Terms  
Rating Letter

**I. BASIC DOCUMENTS**

- 1.01** Installment Purchase Agreement, dated as of December 1, 2010: The County of Champaign, Illinois, and the County Treasurer.
  - A. Authorizing Ordinance.
  - B. Opinion of County's Counsel: \_\_\_\_\_, Esq., Office of Julia R. Reitz, Esq., State's Attorney, Urbana, Illinois.
  - C. Schedule of Payments.
  - D. Qualified Tax-Exempt Obligation Certificate (Form 8038-G).
  - E. Contract Identification Certificate (Form).
  - F. Specimen Certificate
- 1.02** Authenticating Order.
- 1.03** Purchase Contract.
- 1.04** Continuing Disclosure Certificate and Agreement.

**II. RELATED DOCUMENTS**

- 2.01** Certificate of Incumbency of Officers, Absence of Litigation, Identification of Signatures and Direction to Registrar to Authenticate Certificates / Facsimile Signature Filings of the Chairman of the County Board and County Clerk.
- 2.02** Valuation Certificate of the Champaign County Clerk.
- 2.03** Closing Certificate of Registrar and Paying Agent / DTC Representation Letter.
- 2.04** Receipt and Certificate of County.

- 2.05 Receipt and Certificate of Underwriter.
- 2.06 Closing and Arbitrage Certificate / Arbitrage Regulation Agreement / Build America Bonds.
- 2.07 Opinion of Chapman and Cutler, Chicago, Illinois, Disclosure Counsel.
- 2.08 Tax Compliance Memorandum/Advice
- 2.09 Opinions of Evans, Froehlich, Beth & Chamley, Champaign, Illinois, Bond Counsel.
- 2.10 Transcript Certificate.
- 2.11 Official Statements.

**TRANSCRIPTS**

The County of Champaign  
Urbana, Illinois

Office of Julia R. Reitz, Esq., State's Attorney  
Urbana, Illinois

William Blair & Company, L.L.C.  
Chicago, Illinois

Chapman and Cutler  
Chicago, Illinois

Kings Financial Consulting, Inc.  
Urbana, Illinois

Evans, Froehlich, Beth & Chamley  
Champaign, Illinois

Amalgamated Bank of Chicago  
Chicago, Illinois

**INSTALLMENT PURCHASE AGREEMENT****Dated as of: December 1, 2010****Delivered: December , 2010**

**Seller:** County Treasurer  
 Brookens Administrative Center  
 1776 E. Washington Ave. tel: (217) 384-3776  
 Urbana, IL 61802 fax: (217) 384-3896

**County/** The County of Champaign  
**Purchaser:** Brookens Administrative Center  
 1776 E. Washington Ave. tel: (217) 384-3776  
 Urbana, IL 61802 fax: (217) 384-3896

This Installment Purchase Agreement ("**Agreement**") entered into between the County Treasurer (as nominee "**Seller**," and including any successor officer or officers) and the The County of Champaign ("**Purchaser**" or "**County**"), a non-home rule county duly organized and existing under the laws of the State of Illinois ("**State**");

**WITNESSETH:**

**WHEREAS**, Seller desires to sell the Project, as hereinafter defined, to Purchaser, and Purchaser desires to purchase the Project from Seller, on an installment purchase basis, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

**WHEREAS**, Purchaser is authorized under the Constitution and Laws of the State to enter into this Agreement for the purposes set forth herein;

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES HEREINAFTER CONTAINED, THE PARTIES HEREBY AGREE** as follows:

**ARTICLE I  
 COVENANTS OF PURCHASER**

Purchaser represents, covenants and warrants, for the benefit of Seller and its assignees, as follows:

(a) Purchaser is a non-home rule county and unit of local government, duly organized and existing under the Constitution and laws of the State. The Purchaser is executing and delivering this Agreement under the Counties Code, 55 ILCS 5/1-1 et seq., as supplemented and amended, including by Local Government Debt Reform Act, 30 ICLS 350/1 et seq., and particularly Section 17 thereof concerning installment purchase agreements and debt certificates (collectively, the Counties Code and Local Government Debt Reform Act, as supplemented and amended, constitute the "**Applicable Law**")

(b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a County and a unit of local government.

(c) Purchaser is authorized under the Constitution and laws of the State, including "**Applicable Law**," to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(d) Purchaser has been duly authorized to execute and deliver this Agreement under the terms and provisions of the authorizing Ordinance of its governing body, attached hereto as Exhibit A, or, as applicable, by other appropriate and effective official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Purchaser has complied with and, unless duly waived under applicable law, will comply with such public bidding requirements as may be mandated as applicable to this Agreement and, as applicable, the acquisition, construction and installation by Purchaser of the Project hereunder. Purchaser shall cause to be delivered to Seller and Certificate holders an appropriate opinion of bond counsel as required by the Certificate purchasers and to otherwise comply with all applicable law requirements.

(e) During the term of this Agreement, the Project will be used by Purchaser only for the purpose of performing one or more governmental or proprietary functions of Purchaser consistent with the permissible scope of Purchaser's power and authority and will not be used in a trade or business of any person or entity other than the Purchaser, except as shall be approved in a written opinion of bond counsel.

(f) During the period this Agreement is in force, Purchaser will annually provide Seller and Certificate holders with current financial statements and such other financial information relating to the ability of the Purchaser to continue or to pay under this Agreement as may be reasonably requested by Seller or its assignee or the owners of Certificates.

(g) The Project will have a useful life in the possession of the Purchaser that is substantially in excess of the Agreement Term of this Agreement.

(h) The Project is, and during the period this Agreement is in force will remain real property and/or personal property and/or related services, authorized by Applicable law.

**ARTICLE II  
 DEFINITIONS**

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**"Agreement"** means this Installment Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

**"Agreement Term"** means the Agreement Term as provided for in this Agreement under Section 4.01, which shall not in any event exceed 20 years from the date of delivery of this Agreement.

**"Architect" or "Engineer"** means, as applicable, the architect or the engineer or other designer for the Project.

**"Babs"** means Build America Bonds.

**"Certificates"** means the Purchaser's "\$ \_\_\_\_\_ **General Obligation (Limited Tax) Debt Certificates, Series 2010A**" as described in Section 6.06 in substantially the form in Exhibit A to the Ordinance.

**"Commencement Date"** is the date when the term of this Agreement begins and Purchaser's obligation to make Installment Payments accrues, which date if Certificates are issued shall be the date on which this Agreement is fully executed and delivered and Certificates are issued or first drawn upon under the Ordinance.

**"Contract Identification Certificate"** means each Contract Identification Certificate in substantially the form in Exhibit F.

**"Contractor"** means each contractor, subcontractor, supplier, or vendor in connection with the Project.

**"Installment Payments"** means the basic installment payments (including late payment penalties, if any) payable by Purchaser pursuant to the provisions of this Agreement during the Agreement Term, payable in consideration of the right of Purchaser to use the Project during the Agreement Term; Installment Payments shall be payable by Purchaser to the Seller or its assignee(s) (or instead to a Paying Agent as to Certificates, as the case may be) in the amounts and at the times during the Agreement Term, as set forth in Exhibit E of this Agreement.

**"Ordinance"** means the Purchaser's ordinance authorizing this Agreement and the Certificates.

**"Project"** means the property and/or services and which is or are the subject(s) of the installment purchase under this Agreement: the acquisition, construction and installation of: an approximate an approximate 25,000 square-foot office/storage facility on the County's East Urbana Campus, and related facilities, improvements and costs.

**"Purchase Price"** means the amount which Purchaser may, in its discretion, pay to Seller in order to purchase the Project, as set forth in Exhibit D hereto.

**"Purchaser" or "County"** means The County of Champaign, Illinois which is described in the first paragraph of this Agreement and which is purchasing the Project from Seller under the provisions of the installment purchase arrangement under this Agreement.

**"Seller"** means (i) the County Treasurer, acting as nominee Seller hereunder; (ii) any successor officer or official or any surviving, resulting or transferee corporation or association; and (iii) except where the context otherwise requires, any assignee(s) of Seller.

Other terms shall have the meanings given them in the Ordinance.

### ARTICLE III INSTALLMENT SALE/PURCHASE OF PROJECT

Seller hereby sells and agrees to convey to Purchaser, and Purchaser purchases from Seller, the Project, in accordance with the provisions of this Agreement, for the Agreement Term under this Agreement.

### ARTICLE IV TERM

**Section 4.01. Commencement of Agreement Term.** The Agreement Term of this Agreement shall commence on the Commencement Date and shall terminate as provided in Section 4.02.

**Section 4.02. Termination of Agreement Term.** The Agreement Term will terminate in the case of (a), (b) and (d) below and may terminate upon the occurrence of any of the following events:

(a) the expiration of the Agreement Term of this Agreement and, if no Certificates are issued, the nonrenewal of this Agreement in the event of nonpayment of any of the Installment Payments.

(b) the exercise by Purchaser of the option to complete the purchase of the Project under the provisions of Articles IX or XI of this Agreement;

(c) a default by Purchaser and Seller's election to terminate this Agreement under Article XIII; or

(d) the payment or prepayment (principal due and accrued interest to such prepayment date) by the Purchaser of all Installment Payments authorized or required to be paid by Purchaser hereunder.

### ARTICLE V ENJOYMENT OF PROJECT

Seller hereby covenants to provide Purchaser during the Agreement Term with quiet use and enjoyment of the Project, and Purchaser shall during the Agreement Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Seller, except as expressly set forth in this Agreement.

Seller shall have the right at all reasonable times during business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Project.

### ARTICLE VI INSTALLMENT PAYMENTS

**Section 6.01. Installment Payments to Constitute a Debt and Direct Obligation of Purchaser.** Seller and Purchaser understand and intend that the obligation of Purchaser to pay Installment Payments hereunder shall constitute a debt and a direct obligation of Purchaser under the Counties Code and Section 17 of the Local Government Debt Reform Act and shall count in the debt limit computation of Purchaser under the applicable constitutional or

statutory (including such Section 17) limitations or requirements concerning the creation of indebtedness by Purchaser, and shall constitute a pledge of the general revenues, funds and monies of Purchaser as specifically authorized under State law (i.e., 30 ILCS 350/17), and such other lawfully available special funds as may be applied therefor. Pursuant to Section 13 of the Local Government Debt Reform Act (30 ILCS 350/13) the Purchaser hereby pledges its general funds, and the foregoing special funds, and Build America Payments to the fullest extent lawful) to the payment of Installment Payments hereunder and to pay the Certificates. While there are any Certificates outstanding, debt service payments or prepayments are to be made under this Agreement; and all debt service payments or prepayments shall be on the Certificates with a corresponding credit against this Agreement.

**Section 6.02. Payment of Installment Payments.** Purchaser shall pay Installment Payments, exclusively from legally available funds, whether or not there is an appropriation, in lawful money of the United State of America to Seller, or in the event of assignment by Seller, to its assignee(s), in the amounts and on the dates set forth in Exhibit D hereto, but notwithstanding the foregoing directly to the Paying Agent for the Certificates while any Certificates are outstanding and unpaid under the Ordinance.

**Section 6.03. Interest and Principal Components.** A portion of each Installment Payment under this Agreement is paid as, and represents payment of, interest and the balance of each Installment Payment is paid as, and represents payment of, principal. Exhibit D hereto sets forth the applicable interest rate and the principal component of each Installment Payment during the Agreement Term.

**Section 6.04. Installment Payments to be Unconditional.** The obligation of Purchaser to make payment of the Installment Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events. Notwithstanding any dispute between Purchaser and Seller, any Contractor or any other person, Purchaser shall make all payments of Installment Payments when due and shall not withhold any Installment Payments pending final resolution of such dispute, nor shall Purchaser assert any right of set-off or counter claim against its obligation to make such payments required under this Agreement. Purchaser's obligation to make Installment Payments during the Agreement Term shall not be abated through accident or unforeseen circumstances.

**Section 6.05. Continuation of Agreement Term by Purchaser.** Purchaser shall continue the Agreement Term and shall timely pay the Installment Payments hereunder. Purchaser further shall do all things lawfully within its power to obtain and maintain funds from which the Installment Payments are to be made, whether or not Purchaser has made or will make provisions for such payments in each duly enacted budget, or as applicable, appropriation documents.

**Section 6.06. No Appropriation Required.** To evidence its obligations to make all of the Installment Payments under this Agreement, Purchaser under the Ordinance shall issue its Certificates evidencing the indebtedness incurred under this Agreement. Each Certificate shall be issued by the Purchaser, shall be captioned "General Obligation (Limited Tax) Debt Certificate, Series 2010A (Build America Bonds (Direct Payment))," and shall be in substantially the form in Exhibit A to the Ordinance authorizing this Agreement, subject to such insertions, deletions, and other changes necessary or desirable to conform to the transactions hereunder. Notwithstanding any provision of the Ordinance authorizing this Agreement and the Certificates (in substantially the form in Exhibit A hereto, the "Ordinance"), to the contrary, in lieu of issuing Certificates in serial form the Certificates may be issued as single installment instrument in a principal amount equal to the aggregate principal amount of the Certificates actually issued with a final maturity of the Agreement Term under this Agreement and with payments equal to those as set out in Exhibit D, and otherwise substantially complying with this Agreement and the Ordinance. The form for the Certificates set forth in Exhibit A to the Ordinance shall be appropriately modified with respect to any Certificate issued in installment form, and the sufficiency of such modifications shall be conclusively approved by the delivery of nationally recognized bond counsel's approving opinion upon issuance thereof. Certificates in serial or installment form may be interchanged from time to time, in whole or in part.

The Certificates shall be valid, due and payable as provided therein and herein, whether or not an appropriation with respect thereto is included in any annual or supplemental budget or appropriation adopted by the Purchaser's corporate authorities. The Purchaser shall timely pay the Installment Payments hereunder when due according to the terms hereof and of applicable law related to the Certificates.

**Section 6.07 Credit.** Payments by Purchaser on Certificates shall constitute a credit with respect to any payments under this Agreement.

## ARTICLE VII

### TITLE TO PROJECT; MAINTENANCE, TAXES, INSURANCE ETC.

**Section 7.01. Title to the Project.** During the term of this Agreement, title to the Project and any and all additions, repairs, replacements or modifications shall vest in Purchaser, subject to the rights of Seller under this Agreement.

**Section 7.02. Maintenance of Project by Purchaser.** Purchaser agrees that at all times during the Agreement Term Purchaser will, at Purchaser's own cost and expense, maintain, preserve and keep the Project in good repair, working order and condition, and that Purchaser will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Seller shall have no responsibility in any of these matters, or for the making of improvements or additions to the Project. If requested by Seller, Purchaser will enter into maintenance contracts for the Project with a maintenance supplier that Seller approves.

**Section 7.03. Taxes, Other Governmental Charges and Utility Charges.** The parties to this Agreement contemplate that the Project will be used for a governmental or proprietary purpose of Purchaser and, therefore, that the Project will be exempt from all taxes presently assessed and levied with respect to real and/or personal property. In the event that the use, possession or acquisition of the Project is found to be subject to taxation in any form, Purchaser will pay during the Agreement Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project and any equipment or other property acquired by Purchaser in substitution for, as a renewal or replacement of or a modification, improvement or addition to the Project, as well as all gas, water, steam, electric, telephone, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect. If and to the extent that any state, county, municipal or other fees and taxes of whatever nature, including but not limited to license, qualification, franchise, sales, use, gross receipts, ad valorem, business, excise, motor vehicle, and occupation fees and taxes, and interest and penalties thereon, are assessed, levied against or payable by the Seller or otherwise with respect to the Project or the acquisition, purchase, sale, use, rental, operation, control, ownership or disposition of the Project or measured in any way by the value thereof or by the business of the Seller with the respect thereto, excepting only income taxes, federal or state, Purchaser shall, upon notice from the Seller, reimburse Seller for any such amounts

or shall pay such amounts directly unless such amounts are included in original principal component of the Installment Payments set forth in Exhibit D.

Purchaser and Seller assume that Seller or its assigns and owners of Certificates can, and intend that Seller or its assigns and owners of Certificates will be able to, exclude the interest component of the Installment Payments and of debt service on Certificates, as set forth in Exhibit D, to the extent required to maintain the Certificates as BABs under ARRA, from Federal gross income and that this Agreement and each Certificate constitutes, and as to any tax-exempt Certificates, is hereby designated by the Purchaser as, a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Purchaser covenants and agrees that it will (1) rebate an amount equal to any "excess earnings" to the Federal government if required by, and in accordance with, Section 148(f) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986 (the "Code") and to make the annual determination and maintain the records applicable thereto; (2) use a registration system to record the identity of any assignee(s) known to the Purchaser and the registered owners of Certificates as to meet the requirements of Section 149(a) of the Code; (3) timely file a form 8038-G, as applicable, with the Internal Revenue Service in accordance with Section 149(e) of the Code and ARRA; (4) not to permit the proceeds of this Agreement and the Certificates to be directly or indirectly used for private business use within the meaning of Section 141 of the Code; (5) ensure that action will not be taken which will result in the obligation represented in this Agreement and the Certificates to be treated as an "arbitrage bond" or "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Code; respectively; (6) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Sections 103, 141 et seq.; 54AA and 1400U-2 of the Code related to this Agreement and the Certificates; and (7) cause to be executed and delivered to Seller or its assigns a certificate with respect to "qualified tax-exempt obligation" attached hereto as Exhibit E.

**Section 7.04. Provisions Regarding Insurance.** At its own expense Purchaser shall cause casualty, public liability, and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Seller that adequate self-insurance is provided with respect to the Project, which shall have minimum insurance coverage required, as set forth in the Ordinance or required by applicable regulation or requirement. All insurance proceeds from casualty losses shall be payable as hereinafter provided in the Ordinance. Upon request, Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Agreement Term. Alternatively, Purchaser may insure the Project under a blanket insurance policy or policies which cover not only the Project but other properties. The Purchaser shall advise Seller immediately in the event (i) such insurance is not in effect or (ii) will no longer be in effect. Purchaser assumes all risks under this Section 7.04.

#### **ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 8.01. Damage, Destruction and Condemnation.** Unless Purchaser shall have exercised its option to purchase the Project by making payment of the Purchase Price as provided herein, if prior to the termination of the Agreement Term (a) the Project or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Purchaser and Seller will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification, improvement, or replacement of the Project. Any balance of the Net Proceeds remaining after such work or acquisition has been completed shall be paid to Purchaser.

For purposes of this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney fees) incurred in the collection of such claims or award.

**Section 8.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01 hereof, Purchaser shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Purchaser agrees that if by reason of any such insufficiency of the Net Proceeds, Purchaser shall make any payments pursuant to the provisions of this Section 8.02. Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Article VI hereof, or (b) if Purchaser is not in default hereunder, Purchaser shall pay to Seller the amount of the then applicable Purchase Price, and upon such payment, the Agreement Term shall terminate and the Seller's security interest in the Project shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Purchaser. Whether or not there is compliance with Sections 8.01 or 8.02, Purchaser shall continue to make all Installment Payments during the Agreement Term.

#### **ARTICLE IX DISCLAIMER OF WARRANTIES; CONTRACTOR'S WARRANTIES; USE OF THE PROJECT**

**Section 9.01. Disclaimer of Warranties.** AS BETWEEN SELLER AND PURCHASER, DELIVERY OF PROJECT TO PURCHASER SHALL CONSTITUTE PURCHASER'S ACKNOWLEDGEMENT THAT THE PROJECT IS IN GOOD ORDER AND CONDITION AND IS OF THE CONSTRUCTION, MANUFACTURE, DESIGN AND CAPACITY SELECTED BY THE PURCHASER, THAT THE PURCHASER IS SATISFIED THAT THE SAME IS SUITABLE FOR ITS PURPOSE, AND THAT FOR PURPOSES OF THIS AGREEMENT SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED WITH RESPECT TO PROJECT, INCLUDING WITHOUT LIMITATION, AS TO THE VALUE, DESIGN, CAPACITY, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT, OR WARRANTY WITH RESPECT THERETO AND SELLER AND ITS ASSIGNEES HEREBY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES. THIS SECTION IS INTENDED TO APPLY BETWEEN SELLER AND PURCHASER ONLY TO THE EXTENT OF THE FINANCING CONTEMPLATED HEREIN AND IN NO EVENT INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN OR INCLUDED WITHIN ANY CONTRACT ENTERED INTO FOR THE PROJECT EITHER WITH THE SELLER, OR ANY OTHER CONTRACTOR. PURCHASER SHALL BE ENTITLED TO APPLICABLE WARRANTIES AS TO THE PROJECT. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Purchaser's use of any item or products or services provided for in this Agreement.

**Section 9.02. Seller's Warranties.** Seller hereby irrevocably appoints Purchaser its agent and attorney-in-fact during the Agreement Term so long as Purchaser shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Project, which Seller may have against any Contractor for the Project. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Contractor of the Project, and not against Seller (or any Certificate holders), nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties from any Contractor.

**Section 9.03. Use of the Project.** Purchaser will not install, use, operate or maintain the Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the Code, including to maintain the Certificates as BABs under ARRA. Purchaser shall provide or otherwise obtain all permits and licenses, if any, necessary for the acquisition, construction and installation and operation of the Project. In addition, Purchaser agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Project) with all laws of the jurisdiction in which its operation involving any item of Project may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Project; provided, however, that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Seller, adversely affect the estate of Seller in and to any of the items of the Project or its interest or rights under this Agreement.

## ARTICLE X OPTION TO PURCHASE/PREPAY

At the request of Purchaser, Seller's interests in the Project will be terminated and this Agreement shall terminate:

- (a) at the end of the Agreement Term, upon payment or prepayment (or principal and accrued interest to such prepayment) in full of Installment Payments due hereunder; or
- (b) at the end of the Agreement Term, upon payment or prepayment by Purchaser of the then applicable Purchase Price (provided related Certificates can be prepaid or redeemed); or
- (c) if the Agreement Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Project and, if Purchaser is not on such date in default under this Agreement, upon payment of the then applicable Purchase Price to Seller.

## ARTICLE XI ASSIGNMENT, LEASING, INDEMNIFICATION MORTGAGING AND SELLING

**Section 11.01. Assignment by Seller.** This Agreement, and the obligations of Seller to receive and Purchaser to make Installment Payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller at any time subsequent to its execution, without the necessity of obtaining the consent of Purchaser; provided however, that no such assignment or reassignment shall be effective unless and until Purchaser shall have received notice of the assignment or reassignment disclosing the name and address of the assignee(s) or subassignee(s). Upon receipt of sufficient notice of assignment, Purchaser agrees to enter in a register the assignee designated in such notice of assignment, and to make all payments, as applicable, to the assignee designated in the notice of assignment, or to the registered owners of the Certificates, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Purchaser may from time to time have against Seller, or the assignee(s). Purchaser agrees to execute all documents, including notices of assignment or financing statements which may be reasonably requested by Seller or its assignee(s) to protect their interests in the Project and in this Agreement.

**Section 11.02. No Sale, Assignment or Leasing by Purchaser.** This Agreement and the interest of Purchaser in the Project may not be sold, assigned, leased, or otherwise disposed of or encumbered by Purchaser without the prior written consent of Seller, but in any event subject to prior payment rights of Certificate owners.

**Section 11.03. Release and Indemnification Covenants.** To the extent permitted by and subject to applicable law and the Constitution of the State, Purchaser shall protect, hold harmless and indemnify Seller from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as result of the entering into this Agreement, the ownership of any part of the Project, including as to environmental laws, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any part of the Project or any accident in connection with the operation, use, condition, possession, storage or return of any part of the Project resulting in damage to property or injury or the death of any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Agreement Term for any reason. Purchaser agrees not to withhold or abate any portion of the payments (including Installment Payments) required pursuant to this Agreement for any reason, including any defects, malfunctions, breakdowns or infirmities of the Project, or for any other reason.

**Section 11.04. Assignment Limitation.** While any Certificates are outstanding, the Seller shall not assign this Agreement without the consent of all Certificate holders and with an approving written opinion of bond counsel as to the authorization under applicable law and the Code.

## ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

**Section 12.01. Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement any one or more of the following events:

- (a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid hereunder at the time specified herein; or
- (b) Failure by Purchaser to observe and perform any covenant, condition or Agreement on its part to be observed or performed, other than as referred to in Section 12.01 (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected

within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected; or

(c) The termination of existence or business failure of, or the making of an assignment for the benefit of creditors by, the Purchaser; or

(d) The institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against the Purchaser and, if instituted against the Purchaser, its consent thereto or the pendency of such proceedings for thirty (30) days.

If by reason of force majeure Purchaser is unable in whole or in part to carry out its agreements on its part herein contained, other than the obligations on the part of the Purchaser contained in Article VI hereof, Purchaser shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders of restraints of any kind of the government of the United States of America or the state wherein Purchaser is located or any of their departments, agencies or officials, or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

**Section 12.02. Remedies on Default.** Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Seller shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, retake possession of the Project and sell, lease or sublease the Project for the account of Purchaser, holding Purchaser liable for the Installment Payments and other amounts payable by Purchaser hereunder to the end of the Agreement Term; or

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the Seller of Project.

**Section 13.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. This Article XII shall not be construed to abrogate, diminish or impair Purchaser's obligations under Article VI. Payments by Purchaser on Certificates shall constitute a credit with respect to any payments with respect to this Agreement. Notwithstanding the foregoing, while Certificates are outstanding and unpaid the Purchaser's obligation under Article VI shall remain in effect.

### ARTICLE XIII MISCELLANEOUS

**Section 13.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 13.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

**Section 13.03. Severability.** In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.04. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Seller and the Purchaser; nor shall any such amendment that affects the rights of Seller's assignee(s) be effective without such assignee's consent.

**Section 13.05. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

**Section 13.06. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 13.07. Captions.** The captions or heading in this Agreement are for the convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 13.08. Entire Agreement.** This Agreement constitutes the entire agreement between Seller and Purchaser. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Project sold and purchased hereunder. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Purchaser in connection with this Agreement which are in addition to or consistent with the terms and conditions of this Agreement will not be binding on Seller and will not apply to this Agreement. Purchaser by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF,** Seller has executed this Agreement in its corporate name, and Purchaser has caused this Agreement to be executed in its corporate name with, as applicable, its corporate seal hereunto affixed and duly attested, by authorized officers. All of the above occurred as of the date first written below.

**SELLER:**

**COUNTY/PURCHASER:**

**COUNTY TREASURER**  
Urbana, IL

**THE COUNTY OF CHAMPAIGN,**  
**CHAMPAIGN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
County Treasurer

By: \_\_\_\_\_  
Chairman of the County Board

(SEAL)

Attest: \_\_\_\_\_  
County Clerk

ORDINANCE NO. 875

**AN ORDINANCE OF THE COUNTY OF CHAMPAIGN, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS.**

---

**WHEREAS**, The County of Champaign, Illinois (the **"Issuer"**), is a non-home rule unit pursuant to the provisions of applicable law, as provided by the Counties Code (Section 5/1-1 *et seq.* of Chapter 55 of the Illinois Compiled Statutes, as supplemented and amended, including by the Bond Authorization Act, the Registered Bond Act, the Bond Replacement Act, the Local Government Defeasance of Debts Law, and the Local Government Debt Reform Act, collectively, the **"Act"**); and

**WHEREAS**, the Issuer's County Board (the **"Corporate Authorities"**) determined that it was essential that the Issuer in 2003 undertake the acquisition, construction and installation of (the **"Prior Project"**): a county nursing home, and related improvements, facilities and costs; and

**WHEREAS**, to fund the Prior Project, the Issuer issued (the **"Prior Bonds"**): on February 26, 2003, \$19,925,000 initial principal amount General Obligation, Series 2003, pursuant to an authorizing resolution therefor (Resolution No. 4644, adopted February 6, 2003, the **"Prior Resolution"**) with Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar (the **"Prior Registrar"**) and as paying agent (the **"Prior Paying Agent"**, which Prior Bonds the Issuer deems it advisable to refund call and retire on June 1, 2012 (the **"2003 Redemption Date"**); and

**WHEREAS**, the Corporate Authorities have heretofore and it hereby is determined that General Obligation Refunding Bonds, Series 2010B (the **"Bonds"**), are to be issued to refinance the Prior Project by refunding all or part of the Prior Bonds (the **"Refunding"**), and to pay related costs of issuance, and under and pursuant to this ordinance it is necessary and desirable that the Issuer issue the Bonds; and

**WHEREAS**, the Issuer proposes to enter into a Bond purchase contract (the **"Bond Purchase Agreement"**) with William Blair & Company, L.L.C., Chicago, Illinois (the **"Underwriter"**) concerning the purchase of the Bonds, and the Bonds are to be as described in the Issuer's Official Statement (in preliminary form and as supplemented to be final, the **"Official Statement"**) in connection with the offering of the Bonds for public sale, as supplemented by the Issuer's Continuing Disclosure Certificate and Agreement (the **"Disclosure Agreement"**) under Rule 15c2-12 of the Securities Exchange Commission (**"Rule 15c2-12"**); and

**WHEREAS**, for convenience of reference only, this ordinance is divided into sections with captions, which shall not define or limit the provisions hereof, as follows:

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

**Section 1. Certain Definitions.** Unless the context or use indicates another or different meaning, certain words and terms used in this ordinance shall have the meanings set forth above in the preambles and recitals hereto and from place to place herein.

(a) Certain words and terms shall have the meanings set forth in this Section 1, as follows:

**“Bona fide debt service fund”** means a fund, which may include proceeds of an issue, that (1) Is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year; and (2) Is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the principal and interest payments on the issue for the immediately preceding bond year.

**“Bond Order”** shall have the meaning thereof in Section 3(d).

**“Bond Registrar”** means Amalgamated Bank of Chicago, through its designated corporate trust office in Chicago, Illinois, as Bond Registrar in connection with the Bonds, and its successors and assigns.

**“Bonds”** means the General Obligation Refunding Bonds, Series 2010B, authorized under and pursuant to this ordinance.

**“Code”** means the Internal Revenue Code of 1986, as amended, and includes applicable Income Tax Regulations.

**“Commitment”** means an Insurer’s Commitment, if any, for a Policy in connection with the Bonds.

**“Corporate Authorities”** means the Issuer’s County Board.

**“Depository”** means any automated depository for securities and a clearinghouse for securities transactions with respect to the Bonds, and its authorized successors, initially The Depository Trust Company (“DTC”), New York, New York.

**“Disclosure Agreement”** means the Issuer’s Continuing Disclosure Certificate and Agreement under Rule 15c2-12 in connection with the Bonds.

**“Escrow Agreement”** means the Escrow Agreement by and between the Issuer and Amalgamated Bank of Chicago, Chicago, Illinois, as Escrow Agent (the “Escrow Agent”), in connection with the Refunding.

**“Escrow Account”** means the Escrow Account under the Escrow Agreement to be funded with “Investment Securities” (as defined in the Escrow Agreement) and, as applicable, a cash deposit.

**“Government Securities”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities and obligations, the prompt payment of principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America.

**“Independent”** when used with respect to any specified person means such person who is in fact independent and is not connected with the Issuer as an officer, employee,

underwriter, or person performing a similar function; and whenever it is provided in this ordinance that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the Issuer, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

**“Insurer”** means the issuer of a Policy securing the payment when due of the principal of and interest on the Bonds.

**“Levied Taxes”** means the receipts, if any are required, derived from the levy of general taxes without limit as to rate or amount as provided for in Section 8 of this ordinance securing and to pay the principal of and interest on the Bonds.

**“Maximum Annual Debt Service”** means an amount of money equal to the highest future principal and interest requirement of all Outstanding Bonds required by this ordinance in any Bond Year (i.e., each June 2 to the next June 1 annual period), including and subsequent to the Bond Year in which the computation is made; and any Outstanding Bonds required to be redeemed pursuant to mandatory redemption shall be treated as falling due on the date required to be redeemed (except in the case of failure to make any such mandatory redemption) and not on the stated maturity date of such Outstanding Bonds.

**“Ordinance”** or **“ordinance”** means this ordinance as originally adopted and as the same may from time to time be amended or supplemented pursuant to and in accordance with the terms hereof.

**“Outstanding Bonds”** means Bonds which are outstanding and unpaid; provided, however, such term shall not include Bonds (a) which have matured and for which monies are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon; or (b) the provision for payment of which has been made by the Issuer pursuant to this ordinance.

**“Paying Agent”** means Amalgamated Bank of Chicago, through its principal office in Chicago, Illinois, as Paying Agent in connection with the Bonds, and its successors and assigns.

**“Pledged Account”** shall have the meaning in Section 10(a).

**“Policy”** means an Insurer’s bond insurance Policy or other credit facility, if any, insuring and securing the scheduled payments when due of the principal of and interest on the Bonds.

**“Prior Bonds”** shall have the meaning in the recitals in the preamble to this ordinance.

**“Prior Ordinance”** shall have the meaning in the recitals in the preamble to this ordinance.

**“Prior Project”** shall have the meaning in the recitals in the preamble to this ordinance.

**“Qualified Investments”** means, subject to the limitations applicable in connection with an Insurer’s Policy, if any, investments in Government Securities and such other investments as may from time to time be permissible under the laws of the State of Illinois.

**“Rule 15c2-12”** means Rule 15c2-12 promulgated by the Securities and Exchange Commission.

**“2003 Redemption Date”** shall have the meaning in the recitals in the preamble to this ordinance.

**“Underwriter”** shall have the meaning set forth above in the recitals in the preamble to this ordinance.

**“Yield Reduction Payments”** shall have the meaning in Section 1.148-5(c) of the Income Tax Regulations.

**“Yield restricted”** or **“yield restriction”** with reference to an obligation means that the yield on such obligation is restricted to the Yield on the Bonds.

(b) Any certificate, letter or opinion required to be given in connection herewith shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like shall mean that such shall be only written whether or not a writing is specifically mentioned in the context of use. In connection with the foregoing and other actions to be taken under this ordinance, the Issuer’s Chairman of the County Board (or his or her designee), or County Administrator, or County Treasurer unless applicable law requires action by the Issuer’s County Board, shall have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this ordinance for and on behalf of the Issuer and with the effect of binding the Issuer in that connection. In connection herewith concerning written direction or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the contrary, such direction or authorization orally by telephone, other telecommunication or otherwise, confirmed in writing, shall be appropriate and is hereby approved. Failure of the investing agent to actually receive such written confirmation shall not render invalid or ineffective any such oral direction or authorization.

(c) In the event there is no Insurer or Policy, reference to **“Insurer”** and **“Policy”** in this ordinance shall be given no effect.

**Section 2. Findings.** The Corporate Authorities hereby find that the matters set forth in the preambles and recitals hereto are true and correct and incorporate them herein by this reference and that it is necessary and in the best interests of the Issuer that the Issuer refinance

the Prior Project by refunding the Prior Bonds, and that the Bonds be issued for such purposes. Proceeds of the Bonds are hereby to be applied for such purposes. The appropriate officers of the Issuer are authorized to cause to be given timely notices to call the refunded Prior Bonds (and, as applicable, the related abatement of all or a part of the taxes levied to pay such called Prior Bonds).

**Section 3. Bond Details.** There shall be borrowed for and on behalf of the Issuer the principal amount of up to \$ \_\_\_\_\_ (to be evidenced by the Bonds) to refinance the Prior Project by refunding the Prior Bonds,

(a) **General.** The Bonds shall be designated: “**General Obligation Refunding Bond, Series 2010B**”. The Bonds shall be dated December \_\_, 2010 (or after such date and as of or before the date of issuance as the Underwriter accepts or approves), and shall also bear the date of authentication, shall be in fully registered form, shall be in denomination of \$5,000 each and authorized integral multiples thereof, shall be numbered 1 and upward in the order of their issuance, and shall bear interest at the rates and shall mature and become due and payable on the applicable date of the years (subject as hereinafter provided to prior redemption, as applicable) and in the principal amount in each year, as follows:

<u>June 1 of the Year:</u>	<u>Principal Amount(\$)</u>	<u>Interest Rate(%)</u>
2012	,000	
2013	,000	
2014	,000	
2015	,000	
2016	,000	
2017	,000	
2018	,000	
2019	,000	
2020	,000	
2021	,000	
2022	,000	

The Bonds shall bear interest from their date, or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first (1st) day of June 1 and December 1 of each year, commencing on June 1, 2011. Principal of and premium (if any) on each Bond shall be paid in lawful money of the United States of America, at the designated payment office of the Paying Agent. Interest on each Bond shall be paid from available funds therefor, as provided in this ordinance, by check or draft of the Paying Agent to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the interest payment date.

Interest on each Bond also may be payable by wire or electronic transfer to (and at the expense of) any registered owner of a Bond or Bonds (as of the applicable record date) holding an aggregate principal amount of \$500,000 or more when such registered owner shall have requested such wire or electronic transfer payment to a bank in the continental United States by written instruction (with sufficient directions, including bank address and routing and account numbers) to the Paying Agent at least fifteen (15) days prior to an interest payment date.

(b) **Execution.** The Bonds shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer and shall be signed by the manual or duly authorized manual or facsimile signatures of the Issuer's Chairman of the County Board and County Clerk of the Issuer, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

(c) **Authentication.** All Bonds shall have thereon a certificate of authentication substantially in the form therefor hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Issuer and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance.

(d) **Bond Order.** The Bonds shall bear interest at such rates and mature in the principal amount in each year, but not exceeding the aggregate of the Bonds as set forth above, if different than as set forth above, shall be insured, shall be subject to optional redemption and/or mandatory redemption, and shall have such other terms and provisions as set forth in a Bond Order, if any. For purposes of the foregoing and otherwise in this ordinance, the term "**Bond Order**" shall mean a certificate signed by the Chairman of the County Board, and attested by the County Clerk and under the seal of the Issuer, setting forth and specifying details of the Bonds, including, but not limited to, as the case may be, identification of the Bond Registrar, Paying Agent, Bond Insurer, Policy, Escrow Agent, final interest rates, payment dates, optional and mandatory call provisions, Levied Taxes, original issue discount ("**OID**"), reoffering premium, the final maturity schedule, and identification of specific Prior Bonds to be refunded, authorized pursuant to this ordinance. The Bonds shall be conformed to each Bond Order.

**Section 4. Redemption.** The Bonds shall be subject to optional redemption prior to maturity as set forth in this Section 4, and not otherwise.

(a) **Optional Redemption.** Bonds maturing on and after June 1, 202\_, shall be subject to redemption prior to maturity on June 1, 202\_, and thereafter in whole or in part on any date, in any order of maturity specified by the Issuer or in such principal amounts in any maturity, as specified by the Issuer (but in inverse order if none is specified) at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the date fixed for redemption.

**(b) Term Bonds.** Bonds maturing on January 1 of the years specified in a Bond Order are Term Bonds (the “Term Bonds”), subject to mandatory sinking fund redemption in the principal amount on June 1 of each of the years as specified in a Bond Order, and not otherwise.

At its option before the 45th day (or such lesser time acceptable to the Bond Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Bonds as appropriate certificate of direction and authorization executed by the Chairman of the County Board or County Treasurer or County Administrator may: (i) deliver to the Bond Registrar for cancellation Term Bonds in any authorized aggregate principal amount desired; or (ii) furnish the Paying Agent funds for the purpose of purchasing any of such Term Bonds as arranged by the Issuer; or (iii) received a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Bonds which prior to such date have been redeemed and cancelled. Each such Bond so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Bonds in chronological order, and the principal amount of Bonds to be so redeemed as provided shall be accordingly reduced. In the event Bonds being so redeemed are in a denomination greater than \$5,000, a portion of such Bonds may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

**(c) Procedure.** The Issuer covenants that it will redeem Bonds pursuant to the redemption provisions applicable to such Bonds. Proper provision for redemption having been made, the Issuer covenants that the Bonds so selected for redemption shall be payable as at maturity.

The Issuer shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount of Bonds to be redeemed. No such notice shall be required in the case of mandatory redemption under subsection (b) above. In the event that less than all of the Bonds of a particular series or maturity are called for redemption as aforesaid, as necessary, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days or less than thirty (30) days prior to the redemption date by the Bond Registrar by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall promptly notify the Issuer in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond

Register or at such other address as is furnished in writing by each such registered owner to the Bond Registrar.

All notices of redemption shall include at least the information as follows: (1) the identification of the particular Bonds to be redeemed; (2) the redemption date; (3) the redemption price; (4) if less than all of the Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (5) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and (6) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Bond shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be marked cancelled by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice set forth above, further notice shall be given by the Bond Registrar on behalf of the Issuer as set out below, but no defect in such further notice

nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Bond or Bonds, or portion thereof, being redeemed with the proceeds of such check or other transfer.

**Section 5. Registration of Bonds and Book-Entry.** The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein and related to book-entry only registration.

(a) **General** This subsection (a) is subject to the provisions of subsection (b) concerning book-entry only provisions. The Issuer shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the Bond Registrar of the Issuer. The Issuer is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Issuer for use in the issuance from time to time of the Bonds and in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same series and maturity of other authorized denominations. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, nor, as applicable, to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Bond shall be made only to or upon the order of the

registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption.

The Chairman of the County Board or County Treasurer or County Administrator may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Chairman of the County Board or County Treasurer or Finance Director shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

**(b) Book-Entry-Only Provisions.** The Bonds shall be issued in the form of a separate single fully registered Bond of each series for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register therefor in a street name of the Depository, or any successor thereto, as nominee of the Depository. The outstanding Bonds from time to time may be registered in the Bond Register in a street name, as nominee of the Depository. If not already done, the Chairman of the County Board or County Administrator or County Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "**Representation Letter**"). Without limiting the generality of the authority given to the Chairman of the County Board or County Treasurer or County Administrator with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interest therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of a nominee of the Depository, the Issuer and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "**Depository Participant**") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the foregoing, the Issuer and the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the nominee, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a

Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal or interest on the Bonds.

As long as the Bonds are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Bond certificate with respect to any Bonds. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds as of the close of business on the fifteenth (15th) day of the month next preceding the applicable interest payment date, the reference herein to nominee in this ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Issuer, the Bond Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Depository and the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this ordinance to the contrary, so long as any Bond is registered in the name of a nominee of the Depository, all payments with respect to principal and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

**Section 6. General Obligation.** The Bonds are and constitute general obligations of the Issuer to which are pledged the full faith and credit of the Issuer, including a levy of direct annual taxes without limit as to rate or amount sufficient to pay when due the principal thereof and interest thereon.

**Section 7. Form of Bonds.** With appropriate completion of blanks and other modifications, including, as the case may be, the inclusion of abbreviations with respect to the status of registered ownership and an Insurer's standard Statement of Insurance, reordering of paragraphs, and, while the Bonds are held by the Depository in full book entry form, a schedule with respect to prepayments upon redemption showing the date of prepayment, the principal amount prepaid, the interest paid, the principal balance, the Bonds shall be in substantially the form as follows:

(Form of Series 2010B Bonds - Front Side)  
[STATEMENT OF INSURANCE]

REGISTERED

REGISTERED

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

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
THE COUNTY OF CHAMPAIGN, ILLINOIS  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2010B

:See Reverse Side for:  
:Additional Provisions:

Interest Rate:	Maturity Date:	Dated Date:	CUSIP: 078833
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Registered Owner:

Principal Amount:

**KNOW ALL BY THESE PRESENTS**, that The County of Champaign Illinois, a non-home rule municipality and political subdivision of the State of Illinois (the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing June 1, 2011, until such Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable to this Bond. The principal of and redemption premium, if any, due on this Bond are payable in lawful money of the United States of America upon presentation hereof at the designated payment office of Amalgamated Bank of Chicago, in Chicago, Illinois, as paying agent (including its successors, the “**Paying Agent**”).

Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Issuer maintained by Amalgamated Bank of Chicago, in Chicago, Illinois, as Bond Registrar (including its successors, the **Bond Registrar**”), at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Paying Agent, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

Interest on each Bond also may be payable by wire or electronic transfer to (and at the expense of) any registered owner of a Bond or Bonds (as of the applicable record date) holding an aggregate principal amount of \$500,000 or more when such registered owner shall have requested such wire or electronic transfer payment to a bank in the continental United States by written instruction (with sufficient directions, including bank address and routing and account numbers) to the Paying Agent at least fifteen (15) days prior to an interest payment date.

This Bond and each Bond of the series of which it forms a part (the "**Bonds**") are issued pursuant to the Constitution and laws of the State of Illinois, including by the power and authority of the Issuer under applicable law, including but not limited to, the Counties Code and the Local Government Debt Reform Act, and the principal of and interest and any premium on the Bonds are payable from unlimited ad valorem taxes duly levied without limit as to rate or amount on all of the taxable property in The County of Champaign, Illinois (the "**Levied Taxes**"). The Bonds of this series are being issued to refinance certain public facilities and improvements by refunding certain prior general obligation bonds, as authorized by applicable law and as more fully described in proceedings adopted by the Issuer's County Board (the "**Corporate Authorities**") in Ordinance No. \_\_\_\_\_ authorizing the issuance of the Bonds, adopted by the Corporate Authorities on the \_\_\_\_ day of November, 2010 (the "**Bond Ordinance**"). For the prompt payment of the Bonds, both principal and interest as aforesaid, at maturity or redemption, the full faith and credit of the Issuer, including the power to levy taxes without limit as to rate or amount, are hereby irrevocably pledged.

[Insert as applicable: Reference is hereby made to the further provisions of this Bond as set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.]

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Bond Ordinance. Upon surrender for transfer or exchange of any Bond at the designated payment office of the Bond Registrar in Chicago, Illinois, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such registered owner duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bonds].

The Issuer, the Paying Agent and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or

on account of principal hereof, premium, if any, and interest due hereon and for all other purposes and neither the Issuer nor the Paying Agent or Bond Registrar shall be affected by any notice to the contrary.

Bonds maturing on and after June 1, 202\_, shall be subject to redemption prior to maturity on June 1, 202\_, and thereafter in whole or in part on any date, in any order of maturity specified by the Issuer or in such principal amounts in any maturity, as specified by the Issuer (but in inverse order if none is specified) at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the date fixed for redemption.

[Insert and adapt, as applicable: Bonds maturing on June 1, 20\_\_ and June 1, 20\_\_ are Term Bonds (the “Term Bonds”), subject to mandatory sinking fund redemption in the principal amount on June 1 of each of the years, as follows:

<u>June 1, 20__ Term Bonds</u>		<u>June 1, 20__ Term Bonds</u>	
<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Year</u>	<u>Principal Amount(\$)</u>
20__	,000	20__	,000
20__	,000*	20__	,000*

\*To be paid at maturity unless previously retired.]

Unless waived by the registered owner of Bonds to be redeemed, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date of fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

The rights and obligations of the Issuer and of the registered owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the Issuer and of the registered owners of not less than two-thirds (2/3rds) in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the Issuer to pay the principal, interest or redemption premium, if any, from the designated sources therefor, in the manner at the time and place and at the rate and in the currency provided therein of any Bond without the express consent of the registered owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

The Issuer, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Issuer, represented by the series of Bonds of which this Bond is one, and including all other indebtedness of the Issuer, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the levy of general taxes without limit as to rate or amount (the Levied Taxes) on all taxable property within the Issuer's corporate limits to pay when due the principal of and interest on the series of Bonds of which this Bond is one.

**The Issuer has designated the Bonds of this series as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.**

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar. Notwithstanding any other provision hereof, at any time that the Bonds are registered in the name of a securities depository or its nominee, the manner and timing of payment of Bonds shall be governed by the agreement entered into with such securities depository.

IN WITNESS WHEREOF The County of Champaign, Illinois, by its County Board, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Chairman of the County Board and attested by the manual or duly authorized facsimile signature of its County Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

**THE COUNTY OF CHAMPAIGN,  
ILLINOIS**

Attest:

(SEAL)

\_\_\_\_\_  
Chairman of the County Board of

\_\_\_\_\_  
County Clerk

**Bond Registrar** Amalgamated Bank of Chicago  
**Paying Agent:** Chicago, Illinois

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication: \_\_\_\_\_

This Bond is one of the Bonds described in the within mentioned Bond Ordinance and is one of the General Obligation Refunding Bond, Series 2010B, having a Dated Date of \_\_\_\_\_, 2010, of The County of Champaign, Illinois.

**AMALGAMATED BANK OF CHICAGO,  
Chicago, Illinois, as Bond Registrar**

By \_\_\_\_\_  
Authorized Signer

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name, Address and Tax Identification of Assignee)  
the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_ as attorney to transfer the within  
Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guarantee By:

\_\_\_\_\_  
(Name of Eligible Guarantor Institution as defined  
by SEC Rule 17 Ad-15 (17 CFR 240.1 Ad-15))

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**Section 8. Tax Levy.** For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity or upon mandatory redemption, there is hereby levied upon all of the taxable property within The County of Champaign, Illinois, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for the purpose; and there are hereby levied on all of the taxable property in The County of Champaign, Illinois, in addition to all other taxes, with a reasonable allowance for delinquencies under Section 16 of the Local Government Debt Reform Act, the following direct annual taxes (constituting the Levied Taxes):

<u>For the Year</u>	<u>A Tax Sufficient to Produce the Sum of (\$):</u>
2010	For principal and interest
2011	For principal and interest
2012	For principal and interest
2013	For principal and interest
2014	For principal and interest
2015	For principal and interest
2016	For principal and interest
2017	For principal and interest
2018	For principal and interest
2019	For principal and interest
2020	For principal and interest

Interest or principal on the Bonds coming due at any time when there are insufficient funds on hand from the Levied Taxes to pay the same shall be paid promptly when due from current funds on hand (and not subject to a prior pledge) in advance of the collection of the Levied Taxes herein levied; and when the Levied Taxes shall have been collected, reimbursement shall be made to such funds in the amount so advanced.

(a) Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of such principal and interest, such funds shall be initially credited to the Pledged Account, and the Corporate Authorities shall, if at all, from time to time, by proper proceedings, (i) direct the deposit of such funds into the Principal and Interest Account such that the Principal and Interest Account has on deposit or is credited with not in excess at any time of an amount constituting a “**bona fide debt service fund**” under Section 1.148-1(b) of the Income Tax Regulations and (ii) further shall direct or through appropriate officers certify the abatement of the applicable taxes levied by the amount so deposited. A certified copy of any such certificate of abatement and of any such proceedings abating taxes shall be filed with the County Clerk of The County of Champaign, Illinois, in a timely manner to effect such abatement.

(b) The Issuer covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding and unless and to the extent that

moneys are then irrevocably on deposit in the Principal and Interest Account, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the issuer to levy and collect the foregoing tax levy. The Issuer and its officers will comply with all present and future applicable laws in order to assure that the Levied Taxes may be levied, extended, collected and deposited into such Principal and Interest Account, all as provided herein. Levied Taxes when received by or on behalf of the Issuer shall be directly deposited into the Principal and Interest Account.

**Section 9. Filing with County Clerk.** Promptly, as soon as this ordinance becomes effective and prior to issuance of any Bonds, a copy of this ordinance, certified by the Issuer's County Clerk, shall be filed with the County Clerk of The County of Champaign, Illinois; and such County Clerk shall in and for each of the years 2010 through 202\_, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each such year and in such County; and such County Clerk shall extend the same for collection on the tax books in connection with any other taxes that may be levied in each such year in and by the Issuer for general corporate purposes of the Issuer; and in each such year such annual tax shall be levied and collected by and for and on behalf of the Issuer in like manner as provided by law for the levy and collection of taxes for general corporate purposes for each such year, without limit as to either rate or amount, and in addition to and in excess of all other taxes.

**Section 10. Special Accounts.** There are hereby created and established certain special accounts of the Issuer, which are trust funds established for the purpose of carrying out the covenants, terms and conditions imposed upon the Issuer by this ordinance.

The Levied Taxes are to be paid to the County Treasurer or other appropriate financial officer who collects or receives the Levied Taxes. Whenever the County Treasurer or such officer receives any of the Levied Taxes, he or she shall promptly deposit the same into the appropriate account or accounts under this ordinance and shall be used by the Issuer solely and only for the purpose of carrying out the terms and conditions of this ordinance and shall be deposited as hereinafter provided to separate accounts hereby created to be known as the "**Principal and Interest Account (2010)**" (the "**Principal and Interest Account**") and the "**Rebate Account**".

(a) **The Principal and Interest Account.** The County Treasurer or other appropriate financial officer shall first credit to and upon receipt shall immediately deposit into the Principal and Interest Account all funds allocated and pledged by the Corporate Authorities to pay debt service on the Bonds and receipts of any Levied Taxes extended and collected for such purpose. Such funds and Levied Taxes shall be immediately credited in full to the Principal and Interest Account. Moneys to the credit of the Principal and Interest Account shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds, as the same become due upon maturity, redemption or due date.

There is hereby created and established the "**Pledged Account**" as a separate account within the Principal and Interest Account. The Issuer from time to time may direct the

funding of the Pledged Account from available funds for the purpose of abatement of taxes as provided in Section 8(a) of this ordinance.

(b) **The Rebate Account.** There is hereby created a separate and special account to be known as the “**Rebate Account,**” into which there shall be deposited as necessary investment earnings in the Principal and Interest Account and/or the Bond Proceeds Fund to the extent required so as to maintain the tax exempt status of interest on Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) under Section 148(f) of the Code shall be payable from the Rebate Account. In a similar manner, Yield Reduction Payments (and other required payments) shall be determined and, as applicable, paid.

(c) **Investments.** The moneys on deposit in the Bond Proceeds Fund and the accounts and subaccounts in (a) and (b) above may be invested from time to time in Qualified Investments. Any such investments may be sold from time to time by the Issuer as moneys may be needed for the purposes for which the Bond Proceeds Fund and such accounts have been created. In addition, the County Treasurer or other appropriate financial officer shall sell such investments when necessary to remedy any deficiency in the Bond Proceeds Fund or such accounts and subaccounts created in (a) and (b) above. Any earnings or losses on such investments shall first be attributed to the applicable subaccounts of the Principal and Interest Account so long as the balance in such Account is less than the debt service requirements thereof. Investments shall be valued by the Issuer at least annually at the lower of cost or market.

(d) **Yield Reduction Payments.** Unless the Issuer shall have requested and received an approving written opinion of Bond Counsel to the contrary, moneys on deposit or credited to the Pledged Account shall be restricted as to yield to the yield on the Bonds, subject to “**yield reduction payments,**” as applicable, under Section 1.148-5(e) of the Income Tax Regulations, which the Issuer shall determine and, as applicable, pay in the same manner as arbitrage rebate under (a) above.

**Section 11. General Covenants.** The Issuer covenants and agrees with the registered owners of the Bonds, that so long as any Bonds remain outstanding and unpaid:

(a) The Issuer will punctually pay or cause to be paid the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements hereof.

(b) The Issuer will pay and discharge, or cause to be paid and discharged any and all lawful claims which, if unpaid, might become a lien or charge upon the funds pledged to pay debt service on the Bonds, including the Levied Taxes, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein contained shall require the Issuer to make any such payment so long as the Issuer in good faith shall contest the validity of such claims.

(c) The Issuer will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to funds pledged to pay debt service on the Bonds, including the Levied Taxes. Such books of record and accounts shall at all times during business hours of the Issuer be subject to the inspection of the registered owners of not less than ten per cent (10%) (or such lesser percentage as may be required by applicable law) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

(d) The Issuer will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, including without limitation the right at all times to receive and apply the funds pledged to pay debt service on the Bonds, including the Levied Taxes, in the manner, at the time and with the effect contemplated by this ordinance, with respect to which, among other things, the Issuer covenants to strictly comply with all requirements of the Act in connection therewith and herewith, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of the Bonds by the Issuer, the Bonds shall be incontestable by the Issuer.

(e) The Issuer will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this ordinance, and for the better assuring and confirming unto the registered owners and beneficial owners of the Bonds, the Paying Agent and Bond Registrar and Escrow Account of the rights and benefits provided in this ordinance.

(f) As long as any Bonds are Outstanding, the Issuer will continue to deposit the funds pledged to pay debt service on the Bonds, including the Levied Taxes, to the appropriate accounts and subaccounts as herein provided. The Issuer covenants and agrees with the registered owners thereof that so long as any Bonds remain outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to collect and apply the Levied Taxes in accordance with this ordinance. The Issuer and its officers will comply with the Act and with all present and future applicable laws in order to assure that such taxes may be collected as provided herein and deposited into the Principal and Interest Account and applied in accordance with this ordinance.

(g) The Issuer will timely and fully comply with all requirements of applicable law, including particularly filing, all reporting and other requirements, to maintain its right to receive Levied Taxes.

(h) After their issuance, the Bonds shall be incontestable by the Issuer, to the extent lawful.

**Section 12. Sale of the Bonds.** The Bonds hereby authorized shall be sold and executed as in this ordinance provided as soon after the passage hereof as may be, and the proceeds from such sale, to the extent not directly applied to pay for the refunding of the Prior

Bonds by funding the Escrow Account, an Insurer's Policy, or other costs of issuance of the Bonds at the time the Bonds are issued, which application by the Underwriter upon presentation of statements therefor is expressly authorized, with a credit against the purchase price for the Bonds, shall thereupon be deposited with the Chairman of the County Board or County Treasurer or County Administrator of the Issuer, and be by the Chairman of the County Board or the County Treasurer or County administrator delivered to or at the direction of the Underwriter in accordance with the terms and provisions of the Bond Purchase Agreement, upon receipt of the purchase price therefor, the same being the purchase price set forth in the Bond Purchase Agreement (plus accrued interest, if any, to date of delivery), with credits, if any, against the purchase price under the Bond Purchase Agreement, including with respect to funding the Escrow Account and direct payment of issuance costs. The Official Statement, the Bond Purchase Agreement, the Escrow Agreement and the Disclosure Agreement are in all respects ratified, approved and confirmed, it being hereby found and determined that such Bond Purchase Agreement, Escrow Agreement and Disclosure Agreement are in the best interests of the Issuer and that no person holding an office of the Issuer either by election or appointment, is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Bond Purchase Agreement.

The issuance, sale and delivery of the Bonds shall be accompanied by an executed Disclosure Agreement, the Escrow Agreement and the supporting documentation required by the Bond Purchase Agreement, including as follows: (1) a certified copy of this ordinance; (2) a written direction from the Chairman of the County Board to the Bond Registrar to authenticate and deliver Bonds; (3) with respect to the initial issuance, sale and delivery of any Bonds the approving opinion of Evans, Froehlich, Beth & Chamley, Champaign, Illinois (including other nationally recognized bond counsel, "**Bond Counsel**"), that such Bonds have been validly issued and constitute general obligations of and binding against the Issuer according to their terms and as to the tax-exempt status thereof; (4) the purchase price for the Bonds; and (5) such other and further showings and instruments as the Issuer, Bond Counsel approving the Bonds or the Underwriter shall reasonably require.

The Issuer hereby authorizes and approves the Official Statement to be used in the offering and sale of the Bonds. The Issuer hereby deems the Official Statement to be final as of the date of this ordinance, as provided in and subject to appropriate supplements under Rule 15c2-12 of the Securities and Exchange Commission. The Issuer will cooperate with the Underwriter in connection with the compliance by the Underwriter with requirements of such Rule 15c2-12 and applicable rules of the Municipal Securities Rulemaking Board.

**Section 13. Use of Bond Proceeds.** The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest, if any, received by the Issuer upon the sale of the Bonds and capitalized interest, if any, following the delivery of the Bonds, shall be remitted for deposit in the Principal and Interest Account and shall be used to pay first interest coming due on the Bonds. The Issuer shall provide such other funds, as applicable, for deposit into the Escrow Account under the Escrow Agreement.

(b) The Issuer shall then allocate from Bond proceeds, and other available funds, in excess of the requirements in (a) above, a sum necessary (i) to fund the Escrow Account for refunding the Prior Bonds and (ii) for expenses incurred in the issuance of the Bonds, which shall be deposited in the Project Account as herein provided and disbursed for such issuance costs, which disbursements are hereby expressly authorized.

(c) Remaining funds, if any, net of amounts directly applied at closing to pay issuance costs or to fund the Escrow Account, shall be set aside in a separate fund hereby created and designated as the "Bond Proceeds Fund (2010)" (the "**Bond Proceeds Fund**") within which there shall be a "**Refunding Account**", as applicable, to refund the Prior Bonds in the event the Escrow Account is not immediately funded and a "**Project Account**" to pay Project related costs and applicable issuance costs not otherwise paid or provided for, which the Issuer shall maintain as a separate and segregated account and subaccount. Although it is expected that the Escrow Account, and not the Refunding Account will be funded upon issuance of the Bonds, any excess proceeds in the Refunding Account shall be transferred to the Project Account. Money in the Project Account shall be withdrawn from time to time as needed for the payment of Project and issuance expenses in (b) above for which funds were insufficient and for other authorized costs under applicable law, and paying the fees and expenses incidental thereto, as approved by a written opinion of Bond Counsel, and such money shall be disbursed by the Issuer from time to time for corporate purposes only upon submission to the County Treasurer or Finance Director or other appropriate financial officer of the following (provided that no such submissions shall be required for funding the Escrow Account or to pay issuance costs under Section 12):

(i) If such disbursement is for payment to a supplier, materialman, or contractor for work done in connection with Project costs, documentation as is acceptable to the Chairman of the County Board with respect to similar work and projects and, at the Chairman of the County Board's direction, and not otherwise, a certificate executed by the engineer or architect in charge of the Project stating the amount of materials supplied or the nature of the work completed, that such materials have been properly accepted or such work approved by such engineer or architect, the amount due and payable thereon, and the amount remaining to be paid in connection with such costs accompanied, as appropriate, by contractors, affidavits and mechanics' lien waivers; and

(ii) A duplicate copy of a payment direction signed by the Chairman of the County Board or another appropriate officer of the Issuer, stating specifically the purpose for the authorized payment.

After funding the Escrow Account to refund Prior Bonds and within sixty (60) days after full depletion of the Project Account or payment of all related costs, as herein referred to, and as heretofore approved by the Corporate Authorities, the Chairman of the County Board or County Administrator shall certify to the Corporate Authorities the fact of such depletion or an engineer or architect in responsible charge of the expenditures shall certify to the Corporate

Authorities the fact that the work has been completed according to approved plans and specifications, as applicable, and upon approval of such certification by the Corporate Authorities, funds (if any) remaining in the Bond Proceeds Fund shall be credited by the County Treasurer or other appropriate financial officer to the Principal and Interest Account, and, as applicable, the Project Account and the Refunding Account shall be closed.

Funds on deposit in the Project Account may be invested by the County Treasurer or other appropriate financial officer in Qualified Investments, subject to applicable investment yield restrictions. All investment earnings in the Project Account shall first be credited to the Rebate Account (including for Yield Reduction Payments) as necessary to maintain the tax-exempt status of the Bonds and next shall be credited to the Project Account.

**Section 14. Arbitrage.** The Corporate Authorities certify and covenant with the registered owners of the Bonds from time to time outstanding, that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account or subaccount in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be “private activity bonds”, “arbitrage bonds” or “hedge bonds” under Sections 141, 148 and 149(g) of the Code and any lawful regulations promulgated or proposed thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

**Section 15. Certain Investments.** The Corporate Authorities reserve the right, however, to make any investment of such moneys permitted by Illinois law and this ordinance, if, when and to the extent that Section 148 of the Code or applicable Income Tax Regulations shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in a written opinion of Bond Counsel of recognized competence in such matters, result in making the interest on any of the Bonds subject to federal income taxation. The Corporate Authorities further reserve the right to apply any applicable arbitrage rebate exception, with respect to which the Chairman of the County Board is authorized to make applicable elections and otherwise act.

**Section 16. Refunding Bonds.** Refunding obligations issued to refund, whether at or in advance of maturity, Bonds issued under this ordinance, may be issued by the Corporate Authorities hereunder, and, upon such issuance, shall be “Bonds” as defined hereunder, subject to the limitations hereof.

**Section 17. Payment and Discharge.** Bonds may be discharged, payment provided for, and the Issuer’s liability terminated, in whole or in part, as follows:

(a) **Discharge of Indebtedness.** If (i) the Issuer shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest to become due

thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Bond Registrar and Paying Agent shall have been paid, and (iii) the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Issuer shall pay or cause to be paid to the registered owners of all outstanding Bonds of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this ordinance, and all covenants, agreements and obligations of the Issuer to the registered owners of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) **Provision for Payment.** Bonds for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Paying Agent (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid within the meaning of this ordinance and no longer outstanding under this ordinance; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this ordinance or arrangements satisfactory to the Bond Registrar (including Certified Public Accountant verifications and opinions of Bond Counsel) shall have been made for the giving thereof. Government Securities shall be considered sufficient only if such investments are not redeemable prior to maturity at the option of the issuer thereof and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Bonds without rendering the interest on any Bonds taxable under the Code. The Issuer may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) **Termination of Issuer's Liability.** Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Paying Agent or another appropriate escrow agent of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the Issuer in respect of such Bond or Bonds shall cease, determine and be completely discharged and the registered owners thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Government Securities deposited as herein described for their payment.

**Section 18. Ordinance a Contract.** The provisions of this ordinance shall constitute a contract between the Issuer and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

**Section 19. Amendment.** The rights and obligations of the Issuer and of the registered owners of outstanding Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the Corporate Authorities with the written consent of the

registered owners of not less than two-thirds (2/3rds) of the principal amount of all outstanding Bonds (excluding any of such Bonds owned by or under the control of the Issuer) of the series of Bonds affected by any such supplemental ordinance, other than amendments not prejudicial to the rights of the registered owners of the Bonds (which may be conclusively determined by receipt of an approving opinion of Bond Counsel); provided, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or permit the creation of a preference or priority, other than as herein provided, of any outstanding Bond or outstanding Bonds over any other outstanding Bond or outstanding Bonds, or otherwise alter or impair the obligation of the Issuer to pay from any pledged funds and Levied Taxes the principal of and interest on any of the outstanding Bonds at the time, place, rate, and in the currency provided herein, or alter or impair the obligations of the Issuer with respect to registration, transfer, exchange or notice or redemption of Bonds, without the written consent of the registered owners of all the outstanding Bonds affected; nor shall such modification or amendment reduce the percentage of the registered owners of outstanding Bonds required for the written consent of such modification or amendment without the written consent of the registered owners of all of the outstanding Bonds.

**Section 20. Partial Invalidity.** If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

**Section 21. Registered Form.** The Issuer recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

**Section 22. Bond Registrar and Paying Agent.** The Bond Registrar shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor registered owner. If requested by a Bond Registrar and/or Paying Agent, the Chairman of the County Board or County Administrator or County Treasurer or County Clerk of the Issuer are authorized to execute the Bond Registrar's and/or Paying Agent's standard form of agreement between the Issuer and the Bond Registrar and/or Paying Agent with respect to the obligations and duties of the Bond Registrar and/or Paying Agent hereunder, which may include the following (in any event (a) - (f) below shall apply to the Bond Registrar and Paying Agent):

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of registered owners of Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to the extent lawful to keep such list confidential;

(c) to give notices of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The County Clerk is hereby directed to file a certified copy of this ordinance with the Bond Registrar and Paying Agent. In any event (a) - (f) above shall apply to the Bond Registrar and the Paying Agent.

**Section 23. Prior Inconsistent Proceedings.** All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

**Section 24. Immunity of Officers and Employees.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this ordinance contained against any past, present or future Chairman of the County Board or other officer, board member, employee or agent of the Issuer, or of any successor public corporation, as such, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, council members, aldermen or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this ordinance and the issuance of the Bonds.

**Section 25. Not Private Activity Bonds.** None of the Bonds to be tax-exempt is a "private activity bond" as defined in Section 141(a) of the Code. In support of such conclusion, the Issuer certifies, represents and covenants as follows:

(a) No direct or indirect payments in violation of Section 141 of the Code are to be made on any Bond with respect to any private business use by any person other than a state or local governmental unit or private security or payment.

(b) None of the proceeds of the Bonds is to be used, directly or indirectly, in violation of Section 141 of the Code to make or finance loans to persons other than a state or local governmental unit.

**Section 26. Arbitrage Rebate.** The Issuer recognizes that the provisions of Section 148 of the Code require a rebate to the United States in certain circumstances. Exemptions, in whole or in part, to such rebate requirements appear at Sections 148(f)(4)(D) and 148(f)(4)(C) of the Code and Section 1.148-7(d) of the Income Tax Regulations concerning the small issuer, six-month, two-year and eighteen-month spending exceptions and may apply to this issue. In this connection, the Issuer covenants, represents and certifies as follows:

(a) The Issuer is a local governmental unit with general taxing powers.

(b) No Bond in this issue is a “private activity bond” as defined in Section 141(a) of the Code.

(c) All the net proceeds of the Bonds are to be used for the local government activities of the Issuer described in this ordinance (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer). There are no “subordinate entities” to the Issuer.

(d) The aggregate face amount of all tax-exempt bonds (other than private activity bonds as defined in the Code) issued by the Issuer (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is reasonably expected to exceed \$5,000,000 within the meaning of Section 148(f)(4)(D) of the Code.

(e) The Issuer shall execute and deliver an arbitrage regulation agreement related to this Section 26.

**Section 27. Certain Tax Covenants.** The Issuer agrees to comply with all provisions of the Code which, if not complied with by the Issuer, would cause interest on the Bonds not to be tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Issuer agrees: (a) through its officers, to make such further specific covenants, representations as shall be true, correct and complete, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel approving the Bonds; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to pay to the United States, if necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance; (g) to execute, deliver and perform the Bond Purchase Agreement, Escrow Agreement and the Disclosure Agreement; (h) to certify abatement of taxes levied to pay Bonds or the Prior Bonds; (i) to cause the refunding of the Prior Bonds; and (j) to fund the payment of issuance costs.

One purpose of this Section 27 is to set forth various facts regarding the Bonds and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Bonds and the use of Bond proceeds. The certifications and representations made herein and at the time of the issuance of the Bonds are intended, and may be relied upon, as certifications and expectations described in Section 1.148-O *et seq.* of the Income Tax Regulations dealing with arbitrage and rebate (the “**Regulations**”). The covenants and agreements contained herein and to be made at the time of the issuance of the Bonds are made for the benefit of the registered owners from time to time of the Bonds. The Corporate Authorities and the Issuer agree, certify, covenant and represent as follows:

(a) The Bonds are being issued to finance the refunding of the Prior Bonds, and to pay certain costs of issuance of the Bonds, and all of the amounts received upon the sale of the Bonds, plus all investment earnings thereon (the “**Proceeds**”) are needed for the purposes for which the Bonds are being issued.

(b) Proceeds of the Bonds will be applied as described above in Section 2.

(c) The Issuer has on hand no funds which could legally and practically be used for refunding of the Prior Bonds which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used as herein provided, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Bonds is being issued solely for the purpose of investing Proceeds at a Yield higher than the Yield on the Bonds. For purposes of this Section 27, “**Yield**” or “**yield**” means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to the purchase price of the obligation, including accrued interest. The “**purchase price**” of the Bonds is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers).

(d) All principal proceeds of the Bonds, not directly applied to finance the refunding of applicable Prior Bonds or issuance costs, will be deposited in the Bond Proceeds Fund and used to pay Project costs and costs of issuance of the Bonds, and any accrued interest and premium received on the delivery of the Bonds will be deposited in an applicable subaccount of the Principal and Interest Account and used to pay the first interest due on the Bonds. Earnings on investment of moneys in any fund or account or subaccount will be credited to that fund or account. Issuance costs of the Bonds, will be paid from the Bond Proceeds Fund, and no other moneys are expected to be deposited therein. Interest on and principal of the Bonds will be paid from the Principal and Interest Account. Except as provided in the Escrow Agreement proceeds will not be used for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

(e) The Principal and Interest Account is established to achieve a proper matching of revenues and earnings with debt service in each Bond Year (i.e., each annual January 2 – January 1 period). Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that any moneys deposited in the Principal and Interest Account will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Principal and Interest Account will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that the Principal and Interest Account, except the Pledged Account, will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in the Principal and Interest Account or (ii) in the aggregate one-twelfth (1/12th) of the annual debt service on the Bonds. Any excess over such amount shall be credited to the Pledged Account.

(f) Other than the Principal and Interest Account and the Pledged Account, no funds or accounts or subaccounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purposes. Except for Proceeds applied to pay the costs of a Policy, no property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(g) (i) All amounts on deposit in the Bond Proceeds Fund or the Principal and Interest Account and all Proceeds, in the applicable accounts or subaccounts deposited (“**Gross Proceeds**”) for the Bonds, to the extent not exempted in (ii) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Bonds which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (f) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Bonds plus, for amounts, if any, in the Project Account for a Project, after the three-year temporary period, only, 1/8 of 1%.

(ii) The following, which shall not apply to the Refunding Deposit, may be invested without Yield restriction:

(A) amounts invested in obligations described in Section 103(a) of the Code (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes (“**Tax-Exempt Obligations**”);

(B) amounts deposited in the Principal and Interest Account that are reasonably expected to be expended within 13 months from the deposit date and have not been on deposit therein for more than 13 months;

(C) an amount not to exceed 5% (but not to exceed \$100,000) of Bond proceeds;

(D) all amounts for the first 30 days after they become Gross Proceeds (i.e., the date of deposit in any fund or account securing the Bonds); and

(E) all amounts derived from the investment of the Proceeds for a period of one year from the date received.

(h) Subject to (q) below, once moneys are subject to the Yield limits of (g)(i) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(i) This subsection (i) incorporates the provisions of Section 10(b) concerning arbitrage rebate.

(j) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(k) The payment of the principal of or the interest on the Bonds will not in violation of Section 141 of the Code, directly or indirectly, be (A) secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit.

(l) None of the Proceeds will be used, directly or indirectly, to make or finance or refinance loans to persons other than a state or local governmental unit.

(m) No user of any Prior Project other than a state or local government unit will use such Prior Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user thereof as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(n) Beginning on the 15th day prior to the Bond sale date, the Issuer has not sold or delivered, and will not sell or deliver, (nor will it deliver within 15 days after the date of issuance of the Bonds) any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have

substantially the same claim to be paid out of substantially the same source of funds) as the Bonds or will be paid directly or indirectly from Proceeds.

(o) No portion of the Prior Project is expected to be sold or otherwise disposed of prior to the last maturity of the Bonds.

(p) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under the Regulations.

(q) The Yield restrictions contained in (g) above or any other restriction or covenant contained herein need not be observed and may be changed if the Issuer receives an opinion of Bond Counsel to the effect that such non-observance or change will not adversely affect the tax-exempt status of interest on the Bonds to which the Bonds otherwise are entitled.

(r) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(s) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Bonds to be hedge bonds, arbitrage bonds or private activity bonds within the meaning of Sections 149(g), 148 or 141 of the Code. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

**Section 28. Qualified Tax-Exempt Obligations.** The Issuer recognizes the provisions of Section 265(b)(3) of the Code which provide that a “**qualified tax-exempt obligation**” as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Issuer hereby designates the Bonds under Section 265(b)(3) of the Code as “**qualified tax-exempt obligations**” as provided therein to the extent each such Bond is tax-exempt under Section 103 of the Code.

(a) The Issuer acknowledges that a “**qualified tax exempt obligation**” means a bond which is not a “**private activity bond**” as defined in Section 141(a) of the Code.

(b) The Issuer represents that including the Bonds, the Issuer (including any entities subordinate thereto) does not reasonably expect to issue in excess of \$30,000,000 in 2010 in “**qualified tax-exempt obligations**” (other than non-501(c)(3) “**private**”

activity bonds”) (as such terms are defined in the Code) during the calendar year of issuance of the Bonds.

In determining whether the Bonds are “qualified tax-exempt obligations” certain obligations are not taken into account in aggregating the \$30,000,000 limit of the present small issuer exception under Section 265(b)(3) of the Code, including under Section 265(b)(3)(C)(III):

(III) an obligation issued to refund (other than to advance refund within the meaning of section 149(d)(5)) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation.

**Section 29. Policy of Insurer.** An Insurer’s Commitment with respect to the Policy and the terms and provisions of the Policy are to be incorporated into this ordinance by reference, including without limitation that any investment restrictions and limitations in the Commitment and related to the Policy shall be deemed to be applicable restrictions and limitations on the Qualified Investments and the investments authorized by this ordinance. The Issuer’s standard package of documents shall be appended to this ordinance as operative provisions of this ordinance by reference, provided that any failure to so append shall not abrogate, diminish or impair the effects thereof. In the event there is no Policy, the reference herein to an Insurer or a Policy shall be given no effect.

**Section 30. Instruments of Further Assurance.** The Official Statement is approved and is hereby authorized to be used by the Underwriter in the placement and sale of the Bonds. The Bond Purchase Agreement, the Escrow Account and the Disclosure Agreement, in substantially the forms presented before the meeting of the Corporate Authorities at which this ordinance is adopted, with such changes therein as the officers of the Issuer executing them shall approve, which approval shall constitute the approval of the Corporate Authorities, shall be and are hereby authorized and approved for execution, delivery and performance. The Issuer covenants that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such ordinances and other actions supplemental hereto, and such further acts, agreements, instruments and transfers as may be reasonably required for the call of the refunded Prior Bonds and the funding of the Escrow Account, the abatement of certain taxes levied to pay the Prior Bonds and the better assuring, transferring, conveying, pledging, assigning and confirming unto the registered owners of the Bonds its interest in the funds pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds and the application of Bond proceeds, all as herein provided. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or any other person, become and be subject to the lien of this ordinance as fully and completely as though specifically described herein, but nothing contained in this Section 30 shall be deemed to modify or change the obligations of the Issuer under this Section 30. The Chairman of the County Board and/or County Administrator and/or County Treasurer or other appropriate officer of the Issuer is authorized to certify to the County Clerk the abatement of the taxes (in part) in connection with the Prior Bonds.

**Section 31. Effective Date.** Pursuant to home rule power and authority, this ordinance shall be in full force and effect immediately upon its adoption and approval.

Adopted this \_\_\_\_ day of November, 2010, upon motion by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, by the roll call vote, as follows:

AYES (names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS (names): \_\_\_\_\_

ABSENT (names): \_\_\_\_\_

Approved: November \_\_, 2010

Attest:

\_\_\_\_\_  
Chairman of the County Board, The County of  
Champaign, Illinois

(SEAL)

\_\_\_\_\_  
County Clerk, as *ex officio* clerk to the County  
Board, The County of Champaign, Illinois

STATE OF ILLINOIS )  
 ) SS  
THE COUNTY OF CHAMPAIGN ) SS

**CERTIFICATION OF ORDINANCE**

I, Mark Shelden, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the "Issuer"), and as such official I am the keeper of the records and files of the Issuer and of the Issuer's County Board (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the regular meeting of the Issuer's Corporate Authorities held on October 4, 2010, insofar as same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 875**

**AN ORDINANCE OF THE COUNTY OF CHAMPAIGN, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS,**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the Corporate Authorities and approved by the Chairman of the County Board on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was called at a specified time and place convenient to the public, that the agenda for the meeting was duly posted at the Brookens Administrative Center at least 48 hours prior to the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Counties Code, as amended, and that the Corporate Authorities have complied with all of the provisions of such open meeting laws and Counties Code and with their procedural rules in the adoption of such ordinance.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and seal of the County of O'Fallon, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2010.

(SEAL)

\_\_\_\_\_  
County Clerk

**RESOLUTION NO. 7550**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF TAX ANTICIPATION WARRANTS OF THE COUNTY OF CHAMPAIGN, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH WARRANTS, AND RELATED MATTERS**

**WHEREAS**, the County Board (the “**Corporate Authorities**”) of The County of Champaign, Illinois (the “**Issuer**”), is a non-home rule unit under the provisions of Section 7 (Counties and Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois, as supplemented and amended, including by the Counties Code, the Warrants and Jurors Certificates Act, the Registered Bond Act, the Bond Replacement Act, the Bond Authorization Act and the Local Government Debt Reform Act (collectively, the “**Act**”); and

**WHEREAS**, pursuant to a tax levy proceedings adopted November 18, 2010 (as supplemented, the “**Tax Levy Proceedings**”), to be filed in the Champaign County tax extension records, the Issuer levied taxes for the tax year 2010, to be extended, collected, billed and received in 2011 (to the extent not yet received by the Issuer, the “**Taxes**”); and

**WHEREAS**, it is imminent that there will be insufficient funds from time to time in the Issuer's general fund to pay general county operating expenses and liabilities; and

**WHEREAS**, pursuant to and in accordance with the Act and this resolution, the Issuer is authorized to issue its Tax Anticipation Warrants, and further designated Series 2010a, Series 2010b, etc., as the case may be, at one time or from time to time, up to the aggregate principal amount of \$856,415 (the “**Warrants**”) for the purpose of anticipating the receipt of one or more of the installments of Taxes, in order that the Issuer have operating funds and to pay costs of issuance of the Warrants; and

**WHEREAS**, pursuant to arrangements to be made from time to time on behalf of the Issuer, one or more banks or other financial institutions (including assigns and otherwise as specified in an Authenticating Order, as applicable, the “**Purchaser**”), are to purchase the Warrants; and

**WHEREAS**, for convenience of reference only this resolution is divided into numbered sections with headings, which shall not define or limit the provisions hereof, as follows:

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**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS, as follows:**

**Section 1. Authority and Purpose.** This resolution is adopted pursuant to the Act for the purpose of anticipating receipts of the Taxes for the payment of general operating expenses and liabilities and costs of issuance of the Warrants. Proceeds of the Warrants are hereby confirmed as appropriated for the same purposes to which the Taxes were to be applied.

**Section 2. Authorization and Terms of Warrants.** For the purposes described above in Section 1, there is hereby provided the sum of up to \$856,415, to be derived from proceeds of the Warrants. For the purpose of financing such appropriation, Warrants of the Issuer shall be issued and sold, at one time or from time to time, as funds in respect thereof are needed, in an aggregate principal amount of up to \$856,415, shall each be designated “**Tax Anticipation Warrant**”, and further designated “**Series 2010a**”, “**Series 2010b**”, etc., as the case may be, and shall be issuable in the denominations of \$500 each or any authorized integral multiple thereof. The Warrants shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Warrants. Unless otherwise determined in an order to authenticate the Warrants, not inconsistent herewith, each Warrant shall be dated as of the date of issuance thereof. The Warrants shall mature on a date within 60 days of the anticipated date of receipt of the applicable installment of nursing home Taxes, and in the aggregate principal amount of not to exceed \$856,415 and shall bear interest at the rate or rates percent per annum not to exceed 4.0%, as shall be specified in an applicable Authenticating Order.

Each Warrant shall bear interest from its dated date, computed on the basis of a 360-day year consisting of twelve 30-day months, and payable in lawful money of the United States of America at maturity, or earlier redemption, as the case may be, at the rate or rates per annum above set forth. The principal of and premium, if any, on the Warrants shall be payable

in lawful money of the United States of America upon presentation and surrender thereof at the designated financial institution (or officer of the Issuer, as the case may be) as Paying Agent for the Warrants (including its successors, the **"Paying Agent"**). Interest on the Warrants shall be payable on each interest payment date to the registered owners of record appearing on the registration books maintained by the designated financial institution (or officer of the Issuer, as the case may be) as Registrar on behalf of the Issuer for such purpose (including its successors, the **"Registrar"**), at the designated office of the Registrar as of the close of business on the fifth (5th) business day next preceding the payment date. Interest on the Warrants shall be paid by check or draft mailed to such registered owners at their addresses appearing on the registration books therefor. The Registrar shall not be required to transfer or exchange any Warrant during a period commencing the fifth (5th) day next preceding the payment date and ending on such payment date. With notice to the Registrar 15 days before the designated redemption date (or lesser notice acceptable to the Registrar), the Warrants shall be subject to redemption prior to maturity, from Taxes if, as and when received, at the times, in the manner, with the notice and with the effect set forth in the form of the Warrants in Section 8 below.

Although the Warrants are authorized to mature and to bear interest at the rate or rates per annum, as set forth above, and have such other terms as herein provided, and Warrants are nevertheless hereby authorized: to have a series designation, to have specified Purchasers, to mature in the specified principal amounts (not exceeding the aggregate the principal amount set forth above) and to bear interest at such other rate or rates, and have maturity or due dates, have paying agents and registrars or other fiscal agents, be subject to redemption and have such other terms and provisions as either (i) the County Board Chairman shall certify in an Authenticating Order at the time of delivery of the Warrants and payment therefor (with respect to which the term **"Authenticating Order"** shall mean, if at all and as executed and delivered, at one time or from time to time, one or more certificates as applicable to each series or to a particular draw or draws on the Warrants authorized under this resolution, signed by the County Board Chairman, and attested by the County Clerk and countersigned by the County Treasurer, under the Issuer's seal, setting forth and specifying details of the Warrants, including but not limited to series designation, payment dates, other than as set forth above, interest rate or rates (but not to exceed 5.0%), interest and principal payment dates, aggregate principal amount (but not to exceed the aggregate principal amount or the rate set forth above), the principal and interest coming due in any applicable payment period, the issuance of a Warrant instrument in installment form in lieu of serial form or in serial form in lieu of installment form, as the case may be, optional and mandatory prepayment and redemption provisions, designation of a Paying Agent and/or Registrar, designation of a Warrant Purchaser or Purchasers or credit facility, sale price, and investment restrictions, not otherwise inconsistent with this resolution, and full authority is hereby given to the County Board Chairman to certify and specify such terms, without any further action by the Corporate Authorities than this resolution), or (ii) the Corporate Authorities in supplemental proceedings shall approve, in either case other than as specifically set forth in this resolution. All signatures of the officers on Warrants may be manual or facsimile signatures.

**Section 3. Sale and Delivery.** All acts and things done by officers of the Issuer in connection with the sale of the Warrants shall be and they are hereby in all respects ratified, confirmed and approved. Sales of the Warrants to Purchasers, at one time or from time to time, shall be and are hereby authorized and approved.

The County Board Chairman, County Clerk, County Treasurer, Co-Administrators and other officials of the Issuer are hereby authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the Issuer each and every thing necessary for the issuance of the Warrants, including the due and proper execution, delivery and performance of this resolution and all related and incidental agreements, certificates, receipts and opinions, upon payment of the full purchase price of the Warrants, an amount equal to not less than 98% of par, plus accrued interest, if any.

**Section 4. Execution and Authentication.** Each Warrant shall be executed in the name of the Issuer by the manual or authorized facsimile signature of its County Board Chairman and the corporate seal of the Issuer, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon, attested by the manual or authorized facsimile signature of its County Clerk, and countersigned by the County Treasurer.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Warrant shall cease to hold such office before the issuance of such Warrant, such Warrant shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Warrant had not ceased to hold such office. Any Warrant may be signed, sealed or attested on behalf of the Issuer by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Warrant such person may not hold such office. No recourse shall be had for the payment of any Warrants against the County Board Chairman, the County Clerk, the County Treasurer or any member of the County Board or any officer or employee of the Issuer (past, present or future) who executes the Warrants, or on any other basis.

Each Warrant shall bear thereon a certificate of authentication executed manually by the Registrar. No Warrant shall be entitled to any right or benefit under this resolution or shall be valid or obligatory of any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon any such Warrant shall be conclusive evidence that such Warrant has been authenticated and delivered under this resolution. The certificate of authentication on any Warrant shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Warrants issued hereunder.

**Section 5. Transfer, Exchange and Registration.** The Warrants shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Warrant shall be transferable only upon the registration books maintained by the Registrar on behalf of the Issuer for that purpose at the designated office of the Registrar by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the surrender for transfer of any such Warrant, the Issuer shall execute and the Registrar shall authenticate and deliver a new Warrant or Warrants registered in the name of the transferee, of

the same aggregate principal amount, maturity and interest rate as the surrendered Warrant. Warrants, upon surrender thereof at the principal office of the Registrar, with a written instrument satisfactory to the Registrar, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Warrants of the same maturity and interest rate and of the denominations of \$500 each or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of Warrants, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Warrants.

The Issuer, the Registrar and the Paying Agent may deem and treat the person in whose name any Warrant shall be registered upon the registration books as the absolute owner of such Warrant, whether such Warrant shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Warrant to the extent of the sum or sums so paid, and neither the Issuer nor the Registrar or the Paying Agent shall be affected by any notice to the contrary.

**Section 6. Registrar and Paying Agent.** The Issuer covenants that it shall at all times retain a Registrar and Paying Agent with respect to the Warrants and shall cause to be maintained at the office of the Registrar a place where Warrants may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where Warrants may be presented for payment, that it shall require that the Registrar maintain proper registration books and that it shall require the Registrar and Paying Agent to perform the other duties and obligations imposed upon them by this resolution in a manner consistent with the standards, customs and practices concerning local government securities. The Issuer may enter into appropriate agreements with the Registrar and Paying Agent in connection with the foregoing, including as follows:

- (a) to act as Registrar, authenticating agent, Paying Agent and transfer agent as provided herein;
- (b) to maintain a list of registered owners of the Warrants as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Warrants which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the Issuer a certificate with respect to Warrants cancelled and/or destroyed;

(e) to give notices of call for redemption; and

(f) to furnish the Issuer a confirmation statement of Warrants paid, Warrants outstanding and payments made with respect to interest on the Warrants.

In any event, (a) - (f) above shall apply to the Registrar and Paying Agent.

The Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this resolution. The Registrar by executing the certificate of authentication on any Warrant shall be deemed to have certified to the Issuer that it has all requisite power to accept, and has accepted, including as Paying Agent in the case of Midland States Bank, as the case may be, such duties and obligations not only with respect to the Warrant so authenticated but with respect to all of the Warrants. The Registrar and Paying Agent are the agents of the Issuer for such purposes and shall not be liable in connection with the performance of their respective duties, except for their own negligence or default. The Registrar shall, however, be responsible for any representation in its certificate of authentication on the Warrants.

The Issuer may remove the Registrar or Paying Agent at any time. In case at any time the Registrar or Paying Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar, or of its property, shall be appointed, or if any public officer shall take charge or control of the Registrar or Paying Agent or of their respective properties or affairs, the Issuer covenants and agrees that it will thereupon appoint a successor Registrar or Paying Agent, as the case may be. The Issuer shall mail or cause to be mailed notice of any such appointment made by it to each registered owner of Warrants within ten (10) days after such appointment. Any Registrar or Paying Agent appointed under the provisions of this Section 6 shall be a bank, trust company, national banking association or other qualified professional with respect to such matters, maintaining a principal office in the State of Illinois.

**Section 7. Direct Obligations.** The Taxes and the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment when due of the principal of and interest on the Warrants. The Warrants shall be direct obligations of the Issuer, provided that the Issuer shall not be obligated to separately levy ad valorem taxes (other than the Taxes) for the payment of the Warrants and the interest thereon.

**Section 8. Form of Warrants.** Subject to a Purchaser accepting typewritten Warrants, the Warrants shall be issued in fully registered form conforming to the industry customs and practices of printing, including part on the front and part on the reverse of the certificates, as appropriate, the blanks to be appropriately completed when the Warrants are delivered; and the Warrants shall be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and, with appropriate insertions and modifications, shall be in substantially the form, as follows (The Warrants of each series shall be conformed to an applicable Authenticating Order.):

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
THE COUNTY OF CHAMPAIGN  
TAX ANTICIPATION WARRANT  
SERIES 2010\_\_**

**REGISTERED NO.** \_\_\_\_\_

**REGISTERED \$** \_\_\_\_\_

**INTEREST RATE:**

**MATURITY DATE:**

**DATED DATE:**

**Registered Owner:**

**Principal Amount:**

**KNOW ALL BY THESE PRESENTS** that The County of Champaign, a unit of local government of the State of Illinois (the “**Issuer**”), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, and to pay interest on such Principal Amount from the Dated Date hereof, at the Interest Rate per annum set forth above, computed on the basis of a 360-day year consisting of twelve 30-day months and payable in lawful money of the United States of America at maturity or earlier redemption, as the case may be, and until the Principal Amount hereof shall have been paid, by check or draft mailed to the Registered Owner of record hereof as of the fifth (5th) business day next preceding such payment date, at the address of such Registered Owner appearing on the registration books maintained for such purpose by Midland States Bank, through its [principal corporate trust] office in Champaign, Illinois, as Registrar (including its successors, the “**Registrar**”). This Warrant, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this Warrant at Midland States Bank, through its [principal corporate trust] office in Champaign, Illinois, as Paying Agent (including its successors, the “**Paying Agent**”).

Pursuant to a duly enacted proceedings adopted November 18, 2010, the Issuer levied taxes for the nursing home for the tax levy year 2010, to be billed, extended, collected and received in 2010 (to the extent not yet received by the Issuer, the “**Taxes**”), the \_\_\_\_\_ installment of which Taxes are hereby pledged to the payment when due of the principal of and interest on the Warrants. In addition, pursuant to Section 14 of the Local Government Debt Reform Act, the full faith and credit of the Issuer, but excluding any separate and specific levy of general taxes therefor, are irrevocably pledged for the punctual payment when due of the principal of and interest on this Warrant according to its terms.

This Warrant is one of a series of Warrants (Series 2010\_) issued in the aggregate principal amount of \$ \_\_\_\_\_, which are all of like tenor, and which are authorized and issued under and pursuant to the Constitution and laws of the State of Illinois and pursuant to and in accordance with an authorizing resolution adopted by the County Board of the Issuer on \_\_\_\_\_, 2010, and entitled: “A Resolution Authorizing the Issuance of Tax Anticipation Warrants of The County of Champaign, Illinois, and Providing the Details of Such Warrants, and

Related Matters.” The Warrants are issued under the Constitution and laws of the State of Illinois, including the Warrants and Jurors Certificates Act and Section 14 of the Local Government Debt Reform Act, to anticipate the Taxes not yet received by the Issuer to assure that the Issuer will have funds to pay operating expenses and liabilities.

The Warrants are subject to redemption prior to maturity at the option of the Issuer as a whole or in part at any time (with notice as herein provided) in integral multiples of \$500 (to be selected by the Registrar in such manner as it shall deem fair and appropriate in the case of partial redemption of the Warrants) at a redemption price equal to the principal amount to be so redeemed plus accrued interest to the redemption date.

In the event of the redemption of less than all the Warrants, the aggregate principal amount thereof to be redeemed shall be \$500 each or an integral multiple thereof, and the Registrar shall assign to each Warrant of such maturity a distinctive number for each \$500 principal amount of the Warrants and shall select by lot from the numbers so assigned as many numbers as, at \$500 for each number, shall equal the principal amount of such Warrants to be redeemed. The Warrants or parts thereof to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount of each Warrant shall be redeemed as shall equal \$500 for each number assigned to it and so selected.

Notice of the redemption of Warrants will be mailed not less than five (5) business days prior to the date fixed for such redemption to the registered owners of Warrants to be redeemed at their last addresses appearing on the registration books therefor. The Registered Owner of this Warrant may waive such notice, presentment for payment and payment thereof being conclusive of such a waiver. The Warrants or portions thereof specified in such notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Warrants or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on such redemption date, and if notice of redemption shall have been mailed as herein set forth (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner), then from and after the redemption date interest on such Warrants or portions thereof shall cease to accrue and become payable. All notices of redemption shall state the redemption date, the redemption price, if less than all outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts in integral multiples of \$500) of the Warrants to be redeemed, that on the redemption date the redemption price will become due and payable upon each such Warrant or portion thereof called for redemption and, upon the deposit of funds therefor with the Paying Agent, that interest thereon shall cease to accrue from and after such redemption date, and the place where such Warrants are to be surrendered for payment of the redemption price, which place of payment shall be the principal [corporate trust] office of the Paying Agent in Champaign, Illinois.

This Warrant is transferable only upon the registration books therefor by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender hereof at the office of the Registrar in Champaign, Illinois, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered

Owner or by such Registered Owner's duly authorized attorney, and thereupon a new registered Warrant or Warrants, in the authorized denominations of \$500 or any authorized integral multiple thereof and of the same aggregate principal amount as this Warrant, shall be issued to the transferee in exchange therefor. In like manner, this Warrant may be exchanged for an equal aggregate principal amount of Warrants of any authorized denomination. The Registrar shall not be required to exchange or transfer any Warrant during the period from the fifth (5th) business day preceding the payment date to such payment date. The Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this Warrant. No other charge shall be made for the privilege of making such transfer or exchange. The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name this Warrant is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Warrant to the extent of the sum or sums so paid, and neither the Issuer nor the Registrar or the Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of any Warrants against the County Board Chairman, the County Clerk, the County Treasurer, any member of the County Board or any other officer or employee of the Issuer (past, present or future) who executes any Warrants, or on any other basis.

The Issuer may remove the Registrar or Paying Agent at any time and for any reason and appoint a successor.

This Warrant shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Registrar.

[The Issuer has designated the Warrants as “**qualified tax-exempt obligations**” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Warrant in order to make it a legal, valid and binding obligation of the Issuer have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of Warrants of which this Warrant is one, together with all other indebtedness of the Issuer, is within every debt or other limit prescribed by law.

**IN WITNESS WHEREOF**, The County of Champaign, Illinois, by its County Board has caused this Warrant to be executed in its name and on its behalf by the manual or facsimile signature of its County Board Chairman, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon, attested by the manual or facsimile signature of its County Clerk, and countersigned by the manual or facsimile signature of its County Treasurer, all as of the Dated Date set forth above.

**THE COUNTY OF CHAMPAIGN,  
ILLINOIS**

(SEAL)

Attest:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Board Chairman

Counter Signed:

\_\_\_\_\_  
County Treasurer

**CERTIFICATE OF AUTHENTICATION**

Dated: \_\_\_\_\_

This is one of the Tax Anticipation Warrants, Series 2010\_, described in the within mentioned resolution.

**MIDLAND STATES BANK,  
Champaign, Illinois, as Registrar**

By \_\_\_\_\_  
Authorized Signer

**Registrar and  
Paying Agent:** Midland States Bank  
Champaign, Illinois

**ASSIGNMENT**

For value received the undersigned sells, assigns and transfers unto \_\_\_\_\_ [Name,  
\_\_\_\_\_  
Address and Social Security Number or FEIN of Assignee]  
the within Warrant and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the within Warrant on the books kept  
for registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_  
\_\_\_\_\_  
Signature

Signature Guarantee:

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Warrant in every particular, without alteration or enlargement or any change whatever.

**Section 9. Tax Covenant.** The Issuer covenants and agrees with the registered owners of the Warrants that so long as any of the Warrants remain outstanding, and unless and to the extent funds are then on deposit in the Debt Service Fund, established or continued in Section 10 below, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy, collect, receive and apply the Taxes as contemplated by this resolution, and the Issuer and its officers will comply with all present and future applicable laws in order to assure that the Taxes have been, will be and are levied, extended, billed, collected and received as provided herein and credited to or deposited in the Debt Service Fund, established or continued in Section 10 below, to pay the principal of and interest on the Warrants.

**Section 10. Debt Service Fund.** Moneys derived from the Taxes, and any other available sources, are appropriated and set aside for the sole purpose of paying principal of and interest on the Warrants when and as the same come due. All of such moneys, and all other moneys to be used for the payment of the principal of and interest on the Warrants, shall be deposited in the “**Debt Service Fund of 2010**” (the “**Debt Service Fund**”), with a separate account for each series, which shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986, as amended.

**Section 11. Proceeds Fund.** All of the proceeds of the sale of the Warrants shall be deposited in the “**Proceeds Fund of 2010**” (the “**Proceeds Fund**”), with a separate account for each series, as a special fund of the Issuer. Moneys in the Proceeds Fund shall be used for the purposes specified in Section 1 of this resolution, including for the payment of costs of issuance of the Warrants, but may thereafter be reappropriated and used for other lawful purposes of the Issuer. Before any such reappropriation shall be made, there shall be filed with the County Clerk an opinion of nationally recognized bond counsel (“**Bond Counsel**”) to the effect that such reappropriation will not adversely affect the tax-exempt status of the Warrants under Section 103 of the Internal Revenue Code of 1986, as amended.

**Section 12. Arbitrage Rebate.** The Issuer does not reasonably expect to issue more than \$5,000,000 of tax-exempt obligations in the calendar year of the issuance of the Warrants within the meaning of the small issuer exception under Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended. However, if exceeded, the Issuer will comply with such Section 148(f). The Issuer shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, relating to the rebate of certain investment earnings at periodic intervals to the United States of America to the extent that such compliance is necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Warrants under Section 103 of the Internal Revenue Code of 1986, as amended.

**Section 13. Investment Regulations.** No investment shall be made of any moneys in the Debt Service Fund or the Proceeds Fund except in accordance with the tax covenants and other covenants set forth in Section 14 of this resolution. All income derived from such investments in respect of moneys or securities in any fund or account shall be credited in each case to the fund or account in which such moneys or securities are held.

Any moneys in any fund or account that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt. The Issuer's County Treasurer and agents designated by such officer are hereby authorized to submit, on behalf of the Issuer, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

**Section 14. Non-Arbitrage and Tax-Exemption.** One purpose of this Section 14 is to set forth various facts regarding the Warrants and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Warrants and the use of proceeds of the Warrants. The certifications and representations made herein and at the time of the issuance of the Warrants are intended, and may be relied upon, as certifications and expectations described in the Income Tax Regulations dealing with arbitrage and rebate (the "**Regulations**"). The covenants and agreements contained herein, and at the time of the issuance of the Warrants, are made for the benefit of the registered owners from time to time of the Warrants. The Corporate Authorities and the Issuer agree, certify, covenant and represent as follows:

(1) The Warrants to be issued in anticipation of receipt of the specified installment of Taxes to pay municipal operational costs and liabilities and issuance costs as described in Section 1 above, and all of the amounts received upon the sale of the Warrants, plus all investment earnings thereon (the "**Proceeds**") are needed for the purpose for which the Warrants are being issued.

(2) The Issuer expects to apply proceeds of the Warrants to the costs in (1) above within three (3) months of the issuance of the Warrants.

(3) The Issuer has on hand no funds which could legally and practically be used for the purposes hereof which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used for such purposes, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Warrants is being issued solely for the purpose of investing the Proceeds at a Yield higher than the Yield on the Warrants. For purposes of this Section 14, "**Yield**" means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to its issue price, including accrued interest, and the purchase price of the Warrants is equal to the first offering price at which more than 10% of the principal amount of the Warrants is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers).

(4) All principal proceeds of the Warrants will be deposited in the Proceeds Fund for the purposes described in Section 1 above, and any accrued interest and premium received on the delivery of the Warrants, if any, will be deposited in the Debt Service

Fund and used to pay the first interest due on the Warrants. Earnings on investment of moneys in any fund or account will be credited to that fund or account. Costs for the purposes described in Section 1 above, including issuance costs of the Warrants, will be paid from the Proceeds Fund, and no other moneys are expected to be deposited therein. Interest on and principal of the Warrants will be paid from the Debt Service Fund. No Proceeds will be used more than 30 days after the date of issue of the Warrants for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

(5) The Debt Service Fund is established to achieve a proper matching of revenues and earnings with debt service requirements. Other than any amounts held to pay principal of matured Warrants that have not been presented for payment, it is expected that any moneys deposited in the Debt Service Fund will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Debt Service Fund will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Warrants that have not been presented for payment, it is expected that the Debt Service Fund will be depleted on or before the maturity date of the Warrants.

(6) Other than deposits of Taxes into the Debt Service Fund, no funds or accounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Warrants or restricted so as to give reasonable assurance of their availability for such purposes. No property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(7) (a) All amounts on deposit in the Proceeds Fund or the Debt Service Fund and all Proceeds, no matter in what funds or accounts deposited ("**Gross Proceeds**"), to the extent not exempted in (b) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Warrants which will be available to pay, directly or indirectly, the Warrants or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (6) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Warrants.

(b) The following may be invested without Yield restriction:

(i) amounts invested in obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes ("**Tax-Exempt Obligations**");

(ii) amounts deposited in the Debt Service Fund that are reasonably expected to be expended within 6 months from the deposit date and are to have not been on deposit therein for more than 6 months; and

(iii) all amounts for the first 30 days after they become Gross Proceeds (in general the date of deposit in any fund or account securing the Warrants); and

(8) Subject to (17) below, once moneys are subject to the Yield limits of (7)(a) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(9) As set forth in Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended, the Issuer is excepted from the required rebate of arbitrage profits on the Warrants because the Issuer is a governmental unit with general taxing powers, none of the Warrants is a “private activity bond” as defined in Section 141(a) of the Internal Revenue Code of 1986, as amended, all the net proceeds of the Warrants are to be used for the local government activities of the Issuer, and the aggregate face amount of all Tax-Exempt Obligations (other than “private activity bonds” as defined in Internal Revenue Code of 1986, as amended) issued by the Issuer and all subordinate entities thereof during the calendar year of issuance of Warrants, including the Warrants, is not reasonably expected to exceed \$5,000,000 under such Section 148(f)(4)(D). If such amount is exceeded, the Issuer will consult Bond Counsel concerning rebate obligations under Section 148 of the Code.

(10) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(11) The payment of the principal of or the interest on the Warrants will not be, directly or indirectly (A) secured by any interest in (i) property used or to be used for a private business activity by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business activity by any person other than a state or local governmental unit.

(12) The Issuer reasonably expects to achieve a cumulative tax flow deficit equal to not less than 90% of the Proceeds of the Warrants before the maturity date of the Warrants drawn upon. The Issuer is now experiencing, or imminently expects to experience, a cumulative tax flow deficit equal to not less than 90% of the Proceeds of the Warrants. None of the Proceeds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(13) No user of facilities in respect of the Warrants other than a state or local government unit will use such facilities on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of such facilities as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a

lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(14) Beginning on the 15th day prior to the sale of the Warrants, the Issuer will not have sold or delivered, and will not sell or deliver (nor will it deliver within 15 days after the date of issue of the Warrants), any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Warrants or will be paid directly or indirectly from Proceeds.

(15) No portion of facilities in respect of the Warrants is expected to be sold or otherwise disposed of prior to the last maturity of the Warrants.

(16) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under the Regulations.

(17) The Yield restrictions contained in (7) above or any other restriction or covenant contained herein may be violated or changed if the Issuer receives an opinion of Bond Counsel to the effect that such violation or change will not adversely affect the tax-exempt status of interest on the Warrants to which it is otherwise entitled.

(18) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(19) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Warrants to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and of the Regulations. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

The Issuer also agrees and covenants with the registered owners of the Warrants from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Warrants and affects the tax-exempt status of the Warrants.

The Corporate Authorities hereby authorize the officials of the Issuer responsible for issuing the Warrants, the same being the County Board Chairman, County Clerk, the County Treasurer and the Co-Administrators of the Issuer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Warrants to be

arbitrage bonds and to assure that the interest in the Warrants will be excluded from gross income for federal income tax purposes. In connection therewith, the Issuer and the Corporate Authorities further agree: (a) through the officers of the Issuer, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel approving the Warrants and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Warrants; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance.

**Section 15. Bank Qualified.** Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Issuer hereby designates the Warrants as “**qualified tax-exempt obligations**” as defined in such Section 265(b)(3). The Issuer represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year in which the Warrants are issued will not exceed \$10,000,000 (\$30,000,000 in 2010) within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer covenants that it will not so designate and issue more than \$10,000,000 (\$30,000,000 in 2010) aggregate principal amount of tax-exempt obligations in such calendar year. For purposes of this Section 15, the term “**tax-exempt obligations**” includes “**qualified 501(c)(3) Bonds**” (as defined in the Section 145 of the Internal Revenue Code of 1986, as amended) but does not include other “**private activity bonds**” (as defined in Section 141 of the Internal Revenue Code of 1986, as amended).

**Section 16. Contract and Severability.** The provisions of this resolution shall constitute a contract between the Issuer and the owners of the Warrants. Any pledge made in this resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the owners of any and all of the Warrants. All of the Warrants, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Warrants over any other thereof except as expressly provided in or pursuant to this resolution. This resolution and the Act shall constitute full authority for the issuance of the Warrants, and to the extent that the provisions of this resolution conflict with the provisions of any other ordinance or resolution of the Issuer, the provisions of this resolution shall control. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section 17. Conflict and Repeal.** All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this resolution shall be in full force and effect forthwith upon its adoption.

**Section 18. Effective Date.** This resolution shall become effective after its adoption as required by applicable law.

Upon motion by County Board Member \_\_\_\_\_,  
seconded by County Board Member \_\_\_\_\_, adopted this 18th day of  
November, 2010, by roll call vote, as follows:

Ayes (names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nays (names): \_\_\_\_\_

Absent (names): \_\_\_\_\_

APPROVED: November 18, 2010

(SEAL)

Attest:

\_\_\_\_\_  
County Clerk, as *ex officio* Clerk to  
the County Board

\_\_\_\_\_  
County Board Chairman



RESOLUTION NO. 7551

RESOLUTION APPOINTING THE COUNTY BOARD MEMBERS TO THE NEGOTIATING TEAMS FOR NEGOTIATION OF COLLECTIVE BARGAINING AGREEMENTS

WHEREAS, The collective bargaining agreement between Champaign County and the American Federation of State, County and Municipal Employees (hereinafter "AFSCME") for the General Unit Employees continues language stating the employer and union shall reopen the contract to negotiate wages on December 1, 2010; and

WHEREAS, The collective bargaining agreements between Champaign County and the American Federation of State, County and Municipal Employees (hereinafter "AFSCME") for the Nursing Home General Unit and the Nursing Home Nurses' Unit expire on November 30, 2010; and

WHEREAS, The two collective bargaining agreements between Champaign County and the Illinois Fraternal Order of Police (hereinafter "FOP") for the Law Enforcement and the Court Security Divisions expire on November 30, 2010; and

WHEREAS, The Labor Committee recommends the appointment of County Board members and the County Administrator or a designee to the negotiating teams for the purpose of negotiating with AFSCME and FOP for the collective bargaining agreements in the near future;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that Thomas Betz and Alan Nudo are appointed to represent the County Board in wage negotiations of the General Unit Employees collective bargaining agreement with AFSCME; Brendan McGinty is appointed to represent the County Board in negotiations of the Nursing Home General Unit and the Nursing Home Nurses' Unit collective bargaining agreements with AFSCME; Greg Knott is appointed to represent the County Board in negotiations of the Court Security Division collective bargaining agreement with FOP; C. Pius Weibel is appointed to represent the County Board in negotiations of the Law Enforcement Division collective bargaining agreement with FOP; and County Administrator Debra Busey or her designee is appointed to represent the County Board in negotiations of all collective bargaining agreements.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November, A.D. 2010.

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C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

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Mark Sheldon, County Clerk  
and ex-officio Clerk of the County Board

RESOLUTION NO. 7556

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHAMPAIGN FOR ANIMAL CONTROL SERVICES

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign (hereinafter "County") and the City of Champaign (hereinafter "City") desire to cooperate for the best interests of the County and the City; and

WHEREAS, There is a need to respond to requests for animal control services within the City; and

WHEREAS, The County has the ability to provide such services through the Champaign County Animal Control Department, and

WHEREAS, An Intergovernmental Agreement for Animal Control Services between the County and the City has been prepared; and

WHEREAS, The Intergovernmental Agreement for Animal Control Services outlines the financial participation and service responsibilities of the parties;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreement for Animal Control Services with the City of Champaign.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7557

RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE COUNTY OF  
CHAMPAIGN AND THE ILLINOIS ATTORNEY GENERAL

WHEREAS, The County of Champaign leases 1,100 square feet of office space located in Pod 200 of the Champaign County Brookens Administrative Center, located at 1776 East Washington Street, Urbana, Illinois to the Illinois Attorney General; and

WHEREAS, The County of Champaign has negotiated a lease agreement with the Illinois Attorney General outlining the financial participation and service responsibilities of the parties for a term from December 1, 2010 through November 30, 2014; and

WHEREAS, The annual rent for the office space shall be \$16,674.74 paid in equal monthly installments and increasing each year by the lower of the Annual Consumer Price Index (CPI) for the prior year as defined in Section 18-185 of the Property Tax Code, or by 5%, or shall remain the same if the CPI is negative;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the County Board Chair is hereby authorized and directed to execute on behalf of the County of Champaign, the lease agreement with the Illinois Attorney General.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7558

RESOLUTION AUTHORIZING A LAND LEASE AGREEMENT BETWEEN THE  
COUNTY OF CHAMPAIGN AND THE CHAMPAIGN COUNTY HUMANE SOCIETY

WHEREAS, The County of Champaign leases a three acre parcel of land situated in Champaign County Urbana, Illinois and described in the land lease agreement to the Champaign County Humane Society; and

WHEREAS, The County of Champaign has negotiated a land lease agreement with the Champaign County Humane Society outlining the financial participation and service responsibilities of the parties for a term from January 1, 2012 through December 31, 2016 with an option for renewal; and

WHEREAS, The annual rent for the land shall be \$6,500;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the County Board Chair is hereby authorized and directed to execute on behalf of the County of Champaign, the land lease agreement with the Champaign County Humane Society.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

ORDINANCE NO. 877

ORDINANCE APPROVING REVISIONS TO THE  
CHAMPAIGN COUNTY NURSING HOME PERSONNEL POLICY

WHEREAS, the County Board of the County of Champaign, Illinois, is vested with the power to appropriate funds for salaries, provide fringe benefits, and provide conditions of employment, of many County employees; and

WHEREAS, the County Board of the County of Champaign, Illinois, establishes the budget, including personnel expenditures, of all County departments and offices; and

WHEREAS, the principles of due process and efficient operation of County operation require that uniform a personnel policy be applicable to County employees; and

WHEREAS, The attached "Champaign County Nursing Home Personnel Policy" (identified as Attachment A) will serve the interests of Champaign County government, the people of the County of Champaign, and Champaign County Nursing Home employees;

NOW, THEREFORE, BE IT ORDAINED by the County Board of Champaign County, Illinois, as follows:

1. All prior County Board ordinances, resolutions, and motions prescribing the personnel policies or regulations as pertaining to the Champaign County Nursing Home Personnel Policy are revoked and repealed, effective immediately. This shall include, but not be limited to Ordinance Nos. 529 and 779, and all ordinances amending those ordinances pertaining to the Nursing Home Personnel Policy.
2. The attached "Champaign County Home Personnel Policy shall be the official personnel policy for all Champaign County Nursing Home Employees.

PRESENTED, PASSED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

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C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

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Mark Shelden, County Clerk and  
Ex-officio Clerk of the County Board

RESOLUTION NO. 7559

RESOLUTION APPOINTING MARY ELLEN O'SHAUGHNESSEY TO THE  
NURSING HOME BOARD OF DIRECTORS

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Mary Ellen O'Shaughnessey to the Nursing Home Board of Directors; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Mary Ellen O'Shaughnessey to the Nursing Home Board of Directors for a term commencing December 1, 2010 and ending November 30, 2012; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Mary Ellen O'Shaughnessey, 401 Evergreen Court West, Urbana IL 61801.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7560

RESOLUTION APPOINTING CAROL ELLIOTT TO THE  
PUBLIC AID APPEALS COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Carol Elliott to the Public Aid Appeals Committee; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Carol Elliott to the Public Aid Appeals Committee for a term commencing December 1, 2010 and ending November 30, 2012; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Carol Elliott, 102 W. George Huff, Urbana IL 61801.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Sheldon, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7561

RESOLUTION APPOINTING JAMES RUSK TO THE  
PUBLIC AID APPEALS COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of James Rusk to the Public Aid Appeals Committee; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of James Rusk to the Public Aid Appeals Committee for a term commencing December 1, 2010 and ending November 30, 2012; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: James Rusk, 607 E. Sangamon, Rantoul IL 61866.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Sheldon, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7562

RESOLUTION APPOINTING ROGER ARMSTRONG TO THE  
DRAINAGE DISTRICT #2 TOWN OF SCOTT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Roger Armstrong to the Drainage District #2 of the Town of Scott; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Roger Armstrong to the Drainage District #2 of the Town of Scott for a term commencing November 19, 2010 and ending August 31, 2013; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Roger Armstrong, 577 County Road 1700 N, Champaign IL 61821.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of October, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7563

RESOLUTION APPOINTING JOHN HEISER TO THE  
NELSON-MOORE-FAIRFIELD DRAINAGE DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of John Heiser to the Nelson-Moore-Fairfield Drainage District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of John Heiser to the Nelson-Moore-Fairfield Drainage District for a term commencing November 19, 2010 and ending August 31, 2013; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: John Heiser, 458 County Road 3100 N, Fisher IL 61843.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of October, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Sheldon, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7564

RESOLUTION DESIGNATING THE 2011 CHAMPAIGN COUNTY BOARD  
CALENDAR OF MEETINGS

WHEREAS, The Champaign County Board annually designates its schedule of meetings; and

WHEREAS, The Champaign County Board designates the Champaign County Board Calendar of Meetings for January 1, 2011 through December 31, 2011 as listed as Attachment A to this resolution;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the January 1, 2011 through December 31, 2011 Champaign County Board Calendar of Meetings is adopted as indicated on the attachment to this resolution.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18th day of November, A.D. 2010.

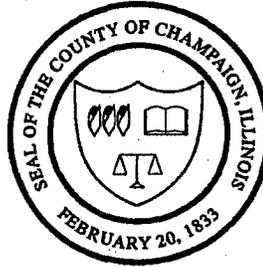
\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

ATTACHMENT A

**C. Pius Weibel**  
Chair  
email: cweibel@co.champaign.il.us

**Thomas E. Betz**  
Vice-Chair



Brookens Administrative Center  
1776 East Washington Street  
Urbana, Illinois 61802  
Phone (217) 384-3772  
Fax (217) 384-3896

**Office of  
County Board  
Champaign County, Illinois**

**CHAMPAIGN COUNTY BOARD 2011 CALENDAR OF MEETINGS**

**ALL MEETINGS HELD IN THE LYLE SHIELDS MEETING ROOM,  
BROOKENS ADMINISTRATIVE CENTER,  
1776 EAST WASHINGTON, URBANA, IL**

January 11, 2011* - 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
January 18, 2011 - 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
January 27, 2011 - 7pm	COUNTY BOARD
<b>February 1, 2011 – 6pm</b>	<b><i>Reserved for County Board Study Session, if required</i></b>
February 8, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
February 15, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
February 24, 2011 – 7pm	COUNTY BOARD
March 1, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
March 8, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
March 17, 2011 – 7pm	COUNTY BOARD
<b>March 29, 2011 – 6pm</b>	<b><i>Reserved for County Board Study Session, if required</i></b>
April 7, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> ) ( <i>Meeting moved to Thursday to accommodate Election Day on April 5<sup>th</sup></i> )

April 12, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
April 21, 2011 – 7pm	COUNTY BOARD
<b>April 26, 2011 – 6pm</b>	<b>Reserved for County Board Study Session, if required</b>
May 3, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
May 10, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
May 19, 2011 – 7pm	COUNTY BOARD
<b>May 24, 2011 – 6pm</b>	<b>Reserved for County Board Study Session, if required</b>
June 7, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
June 14, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
June 23, 2011 – 7pm	COUNTY BOARD
<b>June 28, 2011 – 6pm</b>	<b>Reserved for County Board Study Session, if required</b>
July 5, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
July 12, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
July 21, 2011 – 7pm	COUNTY BOARD
<b>July 26, 2011 – 6pm</b>	<b>Reserved for County Board Study Session, if required</b>
August 2, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
August 9, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
August 18, 2011 – 7pm	COUNTY BOARD
<b>August 23, 2011 – 6pm</b>	<b>County Board FY2012 Legislative Budget Hearings</b>
<b>August 30, 2011 – 6pm</b>	<b>County Board FY2012 Legislative Budget Hearings</b>

CHAMPAIGN COUNTY BOARD 2011 CALENDAR

Page 3

- September 6, 2011 – 6pm Committee of the Whole (*Environment & Land Use, Highway, County Facilities*)
- September 13, 2011 – 6pm Committee of the Whole (*Policy, Personnel & Appointments, Justice & Social Services, Finance*)
- September 22, 2011 – 7pm COUNTY BOARD
- September 27, 2011 – 6pm Reserved for County Board Study Session, if required**
- October 4, 2011 – 6pm Committee of the Whole (*Environment & Land Use, Highway, County Facilities*)
- October 11, 2011 – 6pm Committee of the Whole (*Policy, Personnel & Appointments, Justice & Social Services, Finance*)
- October 20, 2011 – 7pm COUNTY BOARD
- October 25, 2011 – 6pm Reserved for County Board Study Session, if required**
- November 1, 2011\*\* – 6pm Committee of the Whole (*Environment & Land Use, Highway, County Facilities*)
- November 8, 2011 – 6pm Committee of the Whole (*Policy, Personnel & Appointments, Justice & Social Services, Finance*)
- November 17, 2011 – 7pm COUNTY BOARD
- November 29, 2011 – 6pm Reserved for County Board Study Session, if required**
- December 6, 2011 – 6pm Committee of the Whole (*Environment & Land Use, Highway, County Facilities*)
- December 13, 2011 – 6pm Committee of the Whole (*Policy, Personnel & Appointments, Justice & Social Services, Finance*)
- December 20, 2011 – 7pm COUNTY BOARD

**\*January schedule begins on Tuesday following Second Monday to accommodate preceding Christmas and New Year's Holidays**

**\*\*November schedule begins on First Tuesday, instead of Tuesday following First Monday to accommodate Thanksgiving Holiday**

RESOLUTION NO. 7565

BUDGET AMENDMENT

November 2010

FY 2010

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2010 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2010 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00090

Fund 105 Capital Asset Replacement Fund  
Dept. 059 Facilities Planning

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
544.47 1701 Main Building Construction/Improvement	<u>\$14,150</u>
Total	<u>\$14,150</u>
Increased Revenue:	
None: from Fund Balance	<u>\$0</u>
Total	<u>\$0</u>

REASON: Pursuant to bids received, the total expenditure for the ILEAS roof replacement increased over preliminary estimates.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7566

BUDGET AMENDMENT

November 2010

FY 2010

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2010 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2010 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00091

Fund 080 General Corporate  
Dept. 023 Recorder

<u>ACCOUNT DESCRIPTION</u>		<u>AMOUNT</u>
Increased Appropriations:		
522.50 Purchase Document Stamps		<u>\$80,000</u>
	Total	\$80,000
Increased Revenue:		
341.53 Rental Housing Support Fee		<u>\$120,000</u>
	Total	\$120,000

REASON: To cover increased revenue due to large sales in the campus area.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7567

BUDGET AMENDMENT

November 2010

FY 2010

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2010 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2010 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00092

Fund 080 General Corporate  
Dept. 023 Recorder

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

534.85 Rental HSG Fee Remittance

\$35,000

Total

\$35,000

Increased Revenue:

341.53 Rental Housing Support Fee

\$38,500

Total

\$38,500

REASON: To cover monies used to purchase additional document stamps.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Sheldon, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7568

BUDGET AMENDMENT

November 2010

FY 2010

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2010 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2010 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00093

Fund 109 Delinquent Prevention Grant Fund  
Dept. 053 Mental Health Board

<u>ACCOUNT DESCRIPTION</u>		<u>AMOUNT</u>
Increased Appropriations:		
533.92 Contributions and Grants		<u>\$8,811</u>
	Total	\$8,811
Increased Revenue:		
361.10 Investment Interest		<u>\$650</u>
	Total	\$650

REASON: Original Budget did not allow for the planned expenditures for JJ Quarter Cent funded programs. Investment interest will offset a small portion of the balance of allocations. Due to the shortfall in revenue, the remaining balance will be paid out of the Mental Health fund balance.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Sheldon, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7569

BUDGET AMENDMENT

November 2010

FY 2010

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2010 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2010 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00089

Fund 091 Animal Control  
Dept. 047 Animal Control

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

513.07 IMRF-Early Retirement Obligation

\$10,922

Total

\$10,922

Increased Revenue:

None: from Fund Balance

\$0

Total

\$0

REASON: ERI payment for FY2010.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7570

BUDGET AMENDMENT

November 2010

FY 2010

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2010 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2010 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00094

Fund 091 Animal Control  
Dept. 047 Animal Control

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
513.02 IMRF- Employer Cost	<u>\$2,600</u>
Total	<u>\$2,600</u>
Increased Revenue:	
None: from Fund Balance	<u>\$0</u>
Total	<u>\$0</u>

REASON: Budget amendment to cover cost of IMRF.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7571

BUDGET AMENDMENT

November 2010

FY 2010

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2010 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2010 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00095

Fund 076 Tort Immunity Tax Fund  
Dept. 075 General County

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
513.04 Workers' Compensation Insurance	<u>\$65,000</u>
Total	<u>\$65,000</u>
Increased Revenue:	
None: from Fund Balance	<u>\$0</u>
Total	<u>\$0</u>

REASON: Payment of remaining fiscal year 2010 General Corporate work comp payroll premiums.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7572

TRANSFER OF FUNDS

November 2010

FY 2010

WHEREAS, The Committee of the Whole has approved the following transfers between accounts within the fund listed below; and

WHEREAS, Sufficient amounts have been appropriated to support such transfers;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following transfers within the FY2010 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2010 budget.

Budget Transfer #10-00010

Fund 679 Child Advocacy Center  
Dept. 179 Child Advocacy Center

<u>TRANSFER TO</u> <u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>TRANSFER FROM</u> <u>ACCOUNT DESCRIPTION</u>
513.02 IMRF Employer Cost	\$1,050	533.07 Professional Services
	Total	\$1,050

REASON: This transfer will cover additional IMRF costs which were incurred due to an increase in the IMRF employer contribution rate from 8.48% to 9.92%.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 18<sup>th</sup> day of November A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7573

RESOLUTION APPROVING THE APPLICATION FOR AND, IF AWARDED, ACCEPTANCE OF THE ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY'S PROSECUTOR-BASED VICTIM ASSISTANCE SERVICES PROGRAM GRANT FOR THE CHAMPAIGN COUNTY STATE'S ATTORNEY'S OFFICE

WHEREAS, Champaign County on behalf of the State's Attorney's Office (hereinafter "State's Attorney") has received notification from the Prosecutor-Based Victim Assistance Services Program through the Illinois Criminal Justice Information Authority that grant funding is available; and

WHEREAS, The State's Attorney is requesting the continuation of an existing grant in the amount of \$34,525.00; and

WHEREAS, The Champaign County State's Attorney's Office has received similar grants from the Illinois Criminal Justice Information Authority since the State's Attorney's Office first obtained the grant on October 1, 1997; and

WHEREAS, The grant is used to partially fund the salary of the Victim Advocacy Program Director position in the State's Attorney's Office; and

WHEREAS, The grant period is from October 1, 2010 to September 30, 2011;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the application for the renewal of the Illinois Criminal Justice Information Authority Prosecutor-Based Victim Assistance Services Program Grant is hereby approved and, if awarded, accepted for the Champaign County State's Attorney's Office.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7574

RESOLUTION APPROVING THE APPLICATION FOR AND, IF AWARDED, ACCEPTANCE OF THE IDOT GRANT FOR THE CHAMPAIGN COUNTY NURSING HOME

WHEREAS, The Champaign County Nursing Home has received notification from the Illinois Department of Transportation (hereinafter "IDOT") that grant funding is available for handicapped accessible vans for organizations serving the elderly and disabled; and

WHEREAS, The Champaign County Nursing Home has successfully completed and been awarded three wheelchair accessible vans over the last four years and is applying for a van with a market value of \$53,000.00 in the next grant application process; and

WHEREAS, The IDOT grant would cover the entire cost of the handicapped accessible van, excluding title and registration; and

WHEREAS, The Champaign County Nursing Home and Adult Day Care use wheelchair accessible vans on Monday through Friday to transport residents to physician appointments, attend local events, and assist clients to and from home;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the application for the Illinois Department of Transportation Grant to purchase a handicapped accessible van is hereby approved and, if awarded, accepted for the Champaign County Nursing Home.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 18th day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7575

RESOLUTION AUTHORIZING RENEWAL OF A LOAN FROM THE GENERAL CORPORATE FUND TO THE NURSING HOME FUND

WHEREAS, The Nursing Home needs to renew a loan of \$333,142 for a period not to exceed one additional year to cover cash flow needs; and

WHEREAS, The General Corporate Fund has access to adequate reserves to renew this loan; and

WHEREAS, The tax levy for the General Corporate Fund for FY2010 is \$7,673,171.06 and there are no outstanding tax anticipation warrants or notes;

NOW, THEREFORE, BE IT RESOLVED That pursuant to 55 ILCS 5/5-1006.5, 55 ILCS 5/5-1016, 55 ILCS 5/3-10014, and the authority recognized in Gates V. Sweiter, 347 Ill. 353, 179 NE 837 (1932), the Champaign County Board approves renewal of a loan of \$333,142 from the General Corporate Fund to the Nursing Home for a period not to exceed one additional year; and

BE IT FURTHER RESOLVED That the County Auditor and County Treasurer are hereby authorized and requested to document the renewal of this loan and to repay this loan within one year from the Nursing Home Fund.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 18<sup>th</sup> day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7576

AUTHORIZATION FOR LOAN TO THE GENERAL CORPORATE FUND FROM THE  
PUBLIC SAFETY SALES TAX FUND

WHEREAS, The General Corporate Fund may need a loan of up to \$1,657,573 for a period not to exceed twelve months to cover cash shortfalls; and

WHEREAS, The Public Safety Sales Tax Fund has adequate reserves to make this short-term loan; and

WHEREAS, The loan can be traced to public safety expenditures for the period of the loan, including but not limited to, salaries and operating expenses for the offices of the Sheriff and the State's Attorney; and

WHEREAS, The FY2011 tax levy for the General Corporate Fund is \$7,704,954 and there are no outstanding tax anticipation warrants or notes;

NOW, THEREFORE, BE IT RESOLVED That pursuant to 55 ILCS 5/5-1006.5, 55 ILCS 5/5-1016, 55 ILCS 5/3-10014, and the authority recognized in Gates V. Sweiter, 347 Ill. 353, 179 NE 837 (1932), the Champaign County Board approves a loan of up to \$1,657,573 from the Public Safety Sales Tax Fund to the General Corporate Fund for a period not to exceed twelve months; and

BE IT FURTHER RESOLVED That the County Auditor and County Treasurer are hereby authorized and requested to advance the above sum and to repay this advance within twelve months from the General Corporate Fund.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 18<sup>th</sup> day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 7542

RESOLUTION TO APPROVE FY2011 PLAN FOR USE OF GENERAL CORPORATE  
FUND ONE-TIME REVENUES

WHEREAS, The Champaign County Board desires to prioritize how it will use one-time revenues that may become available in FY2011 and beyond; and

WHEREAS, The County Administrator's recommendation for the appropriation of one-time revenues as they become available to the General Corporate Fund in FY2011 is as follows:

1. The first \$1.8 million in one-time revenues shall be deposited in the General Corporate Fund to restore the General Corporate Fund balance goal of 12.5%.
2. The next \$200,000 in one-time revenues shall be transferred to the Tort Immunity Fund to cover shortfalls in the FY2011 budget resulting from the inability of the property tax revenue to grow to the level required to cover expenditures for the General Corporate Fund obligations for the self-funded insurance program.
3. Up to \$2 million in additional one-time revenues shall be transferred to the Capital Asset Replacement Fund for reserve funding of a Capital Improvement Plan for all county facilities, to be developed and documented in FY2011.

WHEREAS, The Finance Committee of the Whole recommends to the County Board that the FY2011 plan for use of General Corporate Fund one-time revenues as recommended by the County Administrator be adopted;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED By the County Board of Champaign County, Illinois that the FY2011 plan for the use of general Corporate Fund one-time revenues is adopted.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 20th day of October, 2009.

\_\_\_\_\_  
C. Pius Weibel, Chair  
County Board of Champaign County

ATTEST:

\_\_\_\_\_  
Mark Shelden, County Clerk and  
Ex-Officio Clerk of the County Board

## ORDINANCE NO. 878

### FY2011 ANNUAL TAX LEVY ORDINANCE

**WHEREAS**, we the County Board of Champaign County, Illinois, have determined that for County purposes, it will be necessary to levy a tax in the total amount of \$27,492,979 on the real property and railroad property, in Champaign County, Illinois, for raising of monies for the several objects and purposes specified in the FY2011 Annual Budget and Appropriation Ordinance,

**NOW, THEREFORE, BE IT ORDAINED** that there is hereby levied a tax in the amount of \$7,704,954 for the County General Corporate purposes;

\$ 105,236 for salaries and operating budget of the Board of Review  
\$ 524,292 for salaries of the County Clerk's Office  
\$1,011,227 for salaries and operating budget of the Circuit Court  
\$4,786,302 for salaries and operating budget of the Correctional Center  
\$ 639,183 for salaries and operating budget of the State's Attorney's Office  
\$ 629,214 for salaries and operating budget of the Public Defender's Office;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax in the amount of \$1,117,462 for the purpose of purchasing insurance against any loss or liability which may be imposed upon the County, in accordance with 745 ILCS 10/9-107, said \$1,117,462 is exclusive of and in addition to those sums heretofore levied; and

\$467,462 levied for liability/property insurance/claims reserve  
\$650,000 levied for Worker Compensation and unemployment insurance/claims reserve;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$1,971,713 as the County Highway Tax, as provided in the Illinois Highway Code, being for the purpose of improving, repairing, maintaining, constructing, and reconstructing highways in this county required to be repaired, maintained, and constructed by the County in accordance with 605 ILCS 5/5-601, said sum raised to be placed in a separate fund known as the County Highway Fund, which \$1,971,713 is exclusive of and in addition to those sums heretofore levied; and

\$1,638,035 levied for Highway Department employee salaries and fringe benefits  
\$ 333,678 levied for operating budget of Highway Department;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$988,646 as provided in the Illinois Highway Code, for the County Bridge Fund for expenditures payable from the County Bridge Fund and for the purpose of constructing and repairing bridges, culverts, drainage structures or grade separations, including approaches thereto, on public roads in the County, required to be so constructed and repaired by the County under the Illinois Highway Code, in accordance with 605 ILCS 5/5-602, said sum of \$988,646 being exclusive of and in addition to those sums heretofore levied; and

\$988,646 levied for bridges, culverts and engineering fees;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$3,660,055 for the purpose of providing community mental health facilities and services in Champaign County, pursuant to an election held November 7, 1972, authorizing a levy of a tax not to exceed 10 percent of the full assessed valuation, and amendments to the Community Mental Health Act, 405 ILCS 20/4, authorizing an increase to the maximum levy of tax not to exceed .15 percent of the full assessed valuation, said sum shall be placed into a special fund in the Champaign County Treasury to be designated as the "Community Mental Health Fund" and shall be used only for the purpose specified in the Illinois Compiled Statutes; said sum of \$3,660,055 is exclusive of and in addition to those sums heretofore levied; and

\$ 436,089 levied for Mental Health Board employee salaries and fringe benefits  
 \$3,207,291 levied for Mental Health grants to service providers  
 \$ 16,675 levied for Mental Health Board facility/office rental;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$3,058,554 in accordance with an act entitled Illinois Municipal Retirement Fund Act, as amended, 40 ILCS 5/7-171, and being for the purpose of making county contributions to said Illinois Municipal Retirement Fund as required by law, said \$3,058,554 being exclusive of and in addition to those sums heretofore levied; and

\$3,058,554 levied for General Corporate Employer Retirement Costs;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$1,466,594 for the purpose of participation in the Federal Social Security Insurance Program and Federal Medicare Program, in accordance with 40 ILCS 5/21-110 to 5/21-110.1, said \$1,466,594 is exclusive of and in addition to those sums heretofore levied; and

\$1,466,594 levied for General Corporate Employer Social Security and Medicare.

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$7,328 for the purpose of providing funds to pay expenses in the construction and maintenance of highways in the federal aid network or County highway network in accordance with 605 ILCS 5/5-603, and said sum of \$7,328 shall be placed in a separate fund known as the Matching Fund and is exclusive of and in addition to those sums heretofore levied; and

\$7,328 levied for road improvement match funds;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$399,056 for the purpose of the County's share of the Cooperative Extension service programs, in accordance with 505 ILCS 45/8, said \$399,056 is exclusive of and in addition to those sums heretofore levied; and

\$399,056 levied for Cooperative Extension Education Programs;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$930,608 for the purpose of the County Health Fund in accordance with 70 ILCS 905/15 and 55 ILCS 5/5-25010 to 5-25011, said \$930,068 shall be held in a separate fund known as the County

Health Fund and is exclusive of and in addition to those sums heretofore levied; and

\$392,996 levied for public health services in Champaign County outside of Champaign-Urbana

\$537,612 levied for rebate to the Champaign-Urbana Public Health District;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$1,007,548 for the purpose of the County Nursing Home Fund in accordance with 55 ILCS 5/5-21001, said \$1,007,548 shall be held in a separate fund known as the Champaign County Nursing Home Fund, and is exclusive of and in addition to those sums heretofore levied; and

\$1,007,548 levied for Nursing Home employee salaries and fringe benefits.

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$1,594,722 for the purpose of paying the principal and interest due on Nursing Home Construction Bonds dated February 26, 2003, issued pursuant to County Board Resolution No. 4644 adopted February 6, 2003, said sum of \$1,594,722 is exclusive of and in addition to those sums heretofore levied; and

\$1,594,722 levied for bond principal/interest payments;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$3,585,739 for the purpose of providing facilities or services for the benefit of residents in Champaign County who are mentally retarded or under a developmental disability and who are not eligible to participate in any such program conducted under Article 14 of the School Code, pursuant to an election held November 2, 2004, authorizing a levy of a tax not to exceed .1 percent of the full assessed valuation, said sum shall be placed into a special fund in the Champaign County Treasury to be designated as the "Fund for Persons With a Developmental Disability" and shall be used only for the purpose specified in 55 ILCS 105; said sum of \$3,585,739 is exclusive of and in addition to those sums heretofore levied; and

\$3,251,557 levied for grants to service providers

\$ 334,182 levied for professional services in administering grants;

**BE IT FURTHER ORDAINED** that the sums heretofore levied in the total amount of \$27,492,979 be raised by taxation upon property in this County and the County Clerk of Champaign County is hereby ordered to compute and extend upon the proper books of the County Collector for the said year, the sums heretofore levied for so much thereof as will not in the aggregate exceed the limit established by law on the assessed valuation as equalized for the year 2010.

**PRESENTED, PASSED, APPROVED and RECORDED** by the County Board of Champaign County, Illinois, at the recessed September, A.D. 2010 session.

Dated this 18<sup>th</sup> day of November, A.D. 2010.

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C. Pius Weibel, Chair  
Champaign County Board

**AYE \_\_\_ NAY \_\_\_ ABSENT**

ATTEST:

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Mark Shelden, County Clerk & ex-officio  
Clerk of the Champaign County Board

## ORDINANCE NO. 879

### FY2011 ANNUAL BUDGET AND APPROPRIATION ORDINANCE

**WHEREAS**, the Finance Committee of the Whole of the County Board of Champaign County, Illinois, has considered and determined the amounts of monies estimated and deemed necessary expenses to be incurred by and against the County of Champaign, State of Illinois, within and for the fiscal year beginning December 1, 2010 and ending November 30, 2011, and has further proposed County expenditures in the attached recommended Budget; and

**WHEREAS**, pursuant to 55 ILCS 5/6-1002, the attached recommended Budget includes the following:

- a. A statement of the receipts and payments and a statement of the revenues and expenditures of the fiscal year last ended.
- b. A statement of all monies in the county treasury or in any funds thereof, unexpended at the termination of the fiscal year last ended, of all amounts due or accruing to such county, and of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year.
- c. Estimates of all probable income for the current fiscal year and for the ensuing fiscal year covered by the budget, specifying separately for each of said years the estimated income from taxes, from fees, and from all other sources. The estimated income from fees shall indicate both the estimated total receipts from fees by county fee officers and the estimated net receipts from fees to be paid into the county treasury.
- d. A detailed statement showing estimates of expenditures for the current fiscal year, revised to the date of such estimate, and, separately, the proposed expenditures for the ensuing fiscal year for which the budget is prepared. Said revised estimates and proposed expenditures shall show the amounts for current expenses and capital outlay, shall specify the several objects and purposes of each item of current expenses, and shall include for each of said years all floating indebtedness as of the beginning of the year, the amount of funded debt maturing during the year, the interest accruing on both floating and funded debt, and all charges fixed or imposed upon counties by law.
- e. A schedule of proposed appropriations itemized as provided for proposed expenditures included in the schedule prepared in accordance with the provisions of paragraph (d) hereof, as approved by the county board.

**WHEREAS**, the level of appropriation for each fund and department is defined by the amount as listed with the following exceptions: the legal level of control in all departments (except the Regional Planning Commission) is by category, Personnel and Non-Personnel, for each department or group of departments within the same fund and headed by the same administrator. Transfers between any line items in the Personnel category and transfers between any line items in the Non-Personnel category, in the same department or group of departments headed by the same administrator within the same fund, may be made by notifying the County Auditor on forms provided by the Auditor. Transfers between the Personnel and Non-Personnel categories, as well as transfers between different departments headed by different administrators may be made only with the approval of a 2/3 vote of the full County Board; and

**WHEREAS**, the Regional Planning Commission’s legal level of budgetary control is by fund. Transfers between any line items in the same department or group of departments within the same fund may be made by notifying the county Auditor on standardized forms;

**NOW, THEREFORE, BE IT ORDAINED** by the Champaign County Board that the attached recommended Budget is hereby adopted as the Annual Budget and Appropriation Ordinance of Champaign County for the fiscal year beginning December 1, 2010 and ending November 30, 2011.

**PRESENTED, PASSED, APPROVED, AND RECORDED** by the County Board of Champaign County, Illinois, at the recessed September, A.D. 2010 session.

Dated this 18<sup>th</sup> day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

AYE \_\_\_\_ NAY \_\_\_\_ ABSENT \_\_\_\_

ATTEST:

\_\_\_\_\_  
Mark Shelden, County Clerk & ex-officio  
Clerk of the Champaign County Board

**RESOLUTION NO. 7577**

**RESOLUTION OF THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS, REALLOCATING RECOVERY ZONE FACILITY BOND ALLOCATION TO THE ILLINOIS FINANCE AUTHORITY**

**WHEREAS**, Section 1401 of Title I of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 Stat. 115 2009 (“ARRA”) authorizes state and local governments to issue Recovery Zone Facility Bonds; and

**WHEREAS**, Recovery Zone Facility Bonds may be use to finance certain “recovery zone property,” as such term is defined in ARRA; and

**WHEREAS**, the term “Recovery Zone” means: (1) any area designated by the issuer as having significant poverty, unemployment, rate of home foreclosures or general distress; (2) any area designated by the issuer as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990, and (3) any area for which a designation as an empowerment zone or renewal community is in effect as of the effective date of ARRA, which effective date is February 17, 2009; and

**WHEREAS**, Recovery Zone Facility Bonds must be issued before January 1, 2011; and

**WHEREAS**, the County of Champaign, Illinois (the “County”), received the following allocation for calendar year 2010 for Recovery Zone Facility Bonds from the federal government: \$3,523,000; and

**WHEREAS**, the County has not used the following portion of such recovery zone facility bond allocation (the “Remaining Volume Cap”): \$3,523,000; and may allocate the Remaining Volume Cap in any reasonable manner as the County Board of the County (the “Governing Body”) shall determine in good faith at its discretion for use for eligible costs of recovery zone property ; and

**WHEREAS**, the Governing Body has determined that it is in the best interest of the residents of the County and the residents of the State of Illinois to reallocate and waive the Remaining Volume Cap to the Illinois Finance Authority (the "Authority"), as designee of the State of Illinois, in accordance with the provisions of 20 ILCS 3501/825-105 (the "Act") to be applied toward the issuance of recovery zone facility bonds (the "Bonds") by the Authority to finance eligible costs of recovery zone property; and

**WHEREAS**, this matter was discussed at the November 9, 2010, meeting of the Governing Body and recommended to the full County Board for approval;

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN THAT** the Chairman and Board of the County hereby reallocates and waives the Remaining Volume Cap to the Authority to be used for the purposes described herein, and the adoption of this Resolution shall be deemed to be an allocation of such Remaining Volume Cap to the issuance of the Bonds; and

**BE IT FURTHER RESOLVED THAT**, the transfer by the Chairman and Governing Body of the Remaining Facility Volume Cap is contingent upon the payment to the County of a fee equal to .15% of the amount transferred and used for the issuance of the Bonds, payment being conditioned upon and due concurrently with, the issuance of the Bonds and such fee to be paid by the borrower of the proceeds of the Bonds or its successors, assigns or related persons and not from the Authority;

**BE IT FURTHER RESOLVED THAT**, the Chairman and Board of the County hereby represent that the Governing Body has taken no action or issued bonds which would abrogate, diminish or impair its ability to fulfill the written agreement, covenants and undertakings on its part under this Resolution; and

**BE IT FURTHER RESOLVED THAT**, the Chairman of the County Board is authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Resolution, which may include a representation on behalf of the County that the Remaining Volume Cap reallocated hereby has not been used and is available for reallocation under ARRA and the Act; and

**BE IT FURTHER RESOLVED THAT** this Resolution shall be effective immediately upon adoption.

Dated this 18<sup>th</sup> day of November, A.D. 2010.

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C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Sheldon, County Clerk  
and ex-officio Clerk of the  
Champaign County Board