

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, April 21, 2011 – 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. Tuesday, May 3, 2011 @ 6:00 p.m. – Committee of the Whole
(Highway & Transportation; County Facilities; Environment & Land Use)
 - B. Tuesday, May 10, 2011 @ 6:00 p.m. – Committee of the Whole
(Finance; Policy, Personnel, & Appointments; Justice & Social Services)
 - C. Thursday, May 19, 2011 @ 7:00 p.m. – County Board Meeting
- VII. Adoption of Resolution No. 7696 Appointing Aaron Esry as a County Board Member in District 4 to Fill Greg Knott's Unexpired Term *1
B109
- VIII. Administration of Oath of Office to Aaron Esry By County Clerk
- IX. Citizens Advisory Committee on Jury Selection
 - A. Adoption of Resolution No. 7726 Approving the Proclamation Observing Jury Awareness Week (To Be Distributed)
- X. Presentation of Map & Report by Redistricting Commission
- XI. *Consent Agenda – Goldenrod Attachment
- XII. Public Participation
- XIII. Communications
- XIV. Approval of Minutes
 - A. March 17, 2011 *2-7

XV. Areas of Responsibility Reports

Summary of Action Taken at April 7, 2011 Committee of the Whole Meeting: *8-10
(*County Facilities; Environment & Land Use; Justice & Social Services*)

A. County Facilities

1. RFQ 2011-005 Evaluation Team Report of Top Ranked Firms
2. Appointment of Negotiating Team for Engineering Services Contract Pursuant to RFQ 2011-005

Summary of Action Taken at April 12, 2011 Committee of the Whole Meeting: *11-16
(*Finance; Policy, Personnel, & Appointments; Highway & Transportation*)

B. Policy, Personnel, & Appointments

1. Adoption of Resolution No. 7682 Authorizing the Issuance of Capital Improvement Revenue Bonds, Series 2011 (Countryside School Project), of the County of Champaign, Illinois *17-23
B137-145
2. Adoption of Ordinance No. 883 Amending Ordinance No. 742 *24-29
Establishing the Rules & Regulations Governing the Sale & Consumption of Alcoholic Liquor in Champaign County
3. Adoption of Resolution No. 7683 Appointing Two County Board Members to the Site Assessment Update Committee (*To Be Distributed*)
4. Adoption of Resolution No. 7684 Appointing Kevin Chalmers to the Philo Fire Protection District *30
B126

C. Finance

1. Adoption of Resolution No. 7685 – Purchases Not Following Purchasing Policy *31-33
2. Adoption of Resolution No. 7686 – Payment of Claims Authorization (*To Be Distributed*)
3. Adoption of Resolution No. 7687 Authorizing an Agreement for Health Care Services at the Champaign County Juvenile Detention Center with Health Professionals, Ltd. *34-50
B54-70
4. Adoption of Resolution No. 7728 Authorizing an Business Associate Agreement Between Health Professionals Ltd. & Champaign County *51-55
B71-74

- 5. Adoption of Resolution No. 7688 Authorizing the Renewal & Amendment of an Intergovernmental Agreement Between Illinois Department of Healthcare & Family Services & the State's Attorney *56
B75-78
- 6. Adoption of Resolution No. 7689 Approving the Repayment of the Nursing Home Loan *57-58
B79

D. Highway & Transportation

- 1. Adoption of Resolution No. 7729 Authorizing the County Board Chair to Sign the Intergovernmental Agreement for the Design, Construction, & Maintenance of Olympian Drive *(To Be Distributed)*

XVI. Other Business

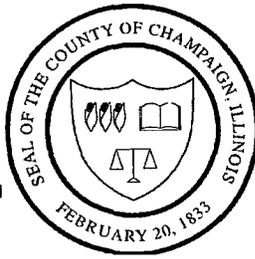
- A. Adoption of Resolution No. 7690 Approving Memorandum of Understanding for AFSCME General Unit Wage Reopener *59-61
- B. Semi-Annual Review of Closed Session Minutes *62-67
- C. Approval of Closed Session Minutes
 - 1. January 27, 2011
 - 2. March 17, 2011
- D. *Closed Session Pursuant to 5 ILCS 120/2(c)2 to Consider Collective Negotiating Matters Between Champaign County & Its Employees or Their Representatives

XVII. New Business

XVIII. 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 members and guests are encouraged to park in the north parking lot, off Lierman Avenue, and enter the Brookens facility through the north door. The Brookens Administrative Center is an accessible facility. For additional information, contact Kay Rhodes in the County Administrator's Office at (217) 384-3776



COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois

Thursday, April 21, 2011 - 7:00 p.m.

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

Page Number

A. Environment & Land Use

1. Adoption of Ordinance No. 884 Amending Zoning Ordinance, Zoning Case 675-AT-10 *68-74
Y14-20
2. Adoption of Resolution No. 7691 Approving Subdivision Case 196-11 Swanson Subdivision *75
Y21-31
3. Adoption of Resolution No. 7692 Opposing HB1626 Establishing Protest Rights for Special Use Permits *76-77
Y70-76

B. Highway & Transportation

1. Adoption of Resolution No. 7693 Appropriating County Motor Fuel Tax Funds for the Salary & Estimated Expenses of the County Engineer for the Period from December 1, 2010 Thru November 30, 2011 *78-79
B22-23
2. Adoption of Resolution No. 7694 Appropriating County Motor Fuel Tax Funds from County Roads Maintenance for the Period from January 1, 2011 Thru December 31, 2011 Section #11-00000-00-GM *80-81
B19-21
3. Adoption of Resolution No. 7695 Authorizing the County Board Chair to Sign a Joint Agreement with IDOT for Section #10-00962-00-BR *82
B24-29

C. Policy, Personnel, & Appointments

1. Adoption of Resolution No. 7697 Appointing Jonathan Schroeder to the Economic Development Corporation *83
2. Adoption of Resolution No. 7698 Appointing Debra Griest to the Site Assessment Update Committee *84
B110-111
3. Adoption of Resolution No. 7699 Appointing Elizabeth Jones to the Site Assessment Update Committee *85
B112-113
4. Adoption of Resolution No. 7700 Appointing Kyle Krapf to the Site Assessment Update Committee *86
B114
5. Adoption of Resolution No. 7701 Appointing Bruce Stickers to the Site Assessment Update Committee *87

6. Adoption of Resolution No. 7702 Appointing Steve Stierwalt to the Site Assessment Update Committee *88
7. Adoption of Resolution No. 7703 Appointing Dirk Rice to the Locust Grove Cemetery Association Board *89
B115-116
8. Adoption of Resolution No. 7704 Appointing Yolanda Troutman-Davis to the Community Action Board *90
B117-118
9. Adoption of Resolution No. 7705 Appointing Brian Thode to the Broadlands-Longview Fire Protection District *91
B119
10. Adoption of Resolution No. 7706 Appointing Linda Kates to the Eastern Prairie Fire Protection District *92
B120
11. Adoption of Resolution No. 7707 Appointing Dorothea Hunt to the Edge-Scott Fire Protection District *93
B121
12. Adoption of Resolution No. 7708 Appointing Denny Jayne to the Ivesdale Fire Protection District *94
B122
13. Adoption of Resolution No. 7709 Appointing James Kirk to the Ludlow Fire Protection District *95
B123
14. Adoption of Resolution No. 7710 Appointing James Vickers to the Ogden-Royal Fire Protection District *96
B124
15. Adoption of Resolution No. 7711 Appointing Raymond Hettinger to the Pesotum Fire Protection District *97
B125
16. Adoption of Resolution No. 7712 Appointing William Eckerty to the Sadorus Fire Protection District *98
B128
17. Adoption of Resolution No. 7713 Appointing David Bright to the Sangamon Valley Fire Protection District *99
B129
18. Adoption of Resolution No. 7714 Appointing Chris Karr to the Scott Fire Protection District *100
B130
19. Adoption of Resolution No. 7715 Appointing Howard Marsh to the St. Joseph-Stanton Fire Protection District *101
B131
20. Adoption of Resolution No. 7716 Appointing William Kurth to the Thomasboro Fire Protection District *102
B133
21. Adoption of Resolution No. 7727 Appointing Ann Jack Haluzak to the Tolono Fire Protection District *103
B134

D. Finance

1. Adoption of Resolution No. 7717 - Budget Amendment #11-00018 *104
Fund/Dept: 080 General Corporate – 041 State’s Attorney B46
Increased Appropriations: \$33,759
Increased Revenue: \$90,000
Reason: Expenditure increase to accommodate FY2011 salary increases for non-bargaining employees pursuant to Resolution No. 7646. Revenue increase as a result of reinstatement of state salary reimbursement.

2. Adoption of Resolution No. 7718 - Budget Amendment #11-00019 *105
Fund/Dept: 675 Victim Advocacy Grant-ICJIA – 041 State’s Attorney B47
Increased Appropriations: \$877
Increased Revenue: \$3,699
Reason: Increase in grant for FY2011 since the time the budget was adopted will adequately cover the increase in personnel cost for the 2.5% wage increase for non-bargaining unit employees.

3. Adoption of Resolution No. 7719 - Budget Amendment #11-00020 *106
Fund/Dept: 105 Capital Asset Replacement Fund – 059 Facilities Planning B48
Increased Appropriations: \$81,611
Increased Revenue: \$0
Reason: Carryover of expenditure budget to complete ILEAS Roofing Project in FY2011.

4. Adoption of Resolution No. 7720 - Budget Amendment #11-00021 *107
Fund/Dept: 083 County Highway – 060 Highway B49
Increased Appropriations: \$8,000
Increased Revenue: \$0
Reason: Bonus for non-union personnel.

5. Adoption of Resolution No. 7721 - Budget Transfer #11-00005 *108-109
Fund/Dept: 080 General Corporate – 075 General County B50
080 General Corporate – 016 Administrative Services
080 General Corporate – 020 Auditor
080 General Corporate – 021 Board of Review
080 General Corporate – 022 County Clerk
080 General Corporate – 023 Recorder
Total Amount of Transfer: \$24,406
Reason: Transfer from contingency line to department budgets to accommodate FY2011 salary increases for non-bargaining employees pursuant to Resolution No. 7646 and Corrections employees pursuant to Resolution No. 7681.

6. Adoption of Resolution No. 7722 - Budget Transfer #11-00006 *110-111
Fund/Dept:080 General Corporate – 075 General County B51
080 General Corporate – 025 Supervisor of Assessments
080 General Corporate – 026 County Treasurer
080 General Corporate – 030 Circuit Clerk
080 General Corporate – 031 Circuit Court
080 General Corporate – 036 Public Defender
Total Amount of Transfer: \$34,772
Reason: Transfer from contingency line to department budgets to accommodate
FY2011 salary increases for non-bargaining employees pursuant to Resolution
No. 7646 and Corrections employees pursuant to Resolution No. 7681.
7. Adoption of Resolution No. 7723 - Budget Transfer #11-00007 112-113
Fund/Dept:080 General Corporate – 075 General County B52
080 General Corporate – 043 Emergency Management Agency
080 General Corporate – 051 Juvenile Detention Center
080 General Corporate – 052 Court Services-Probation
080 General Corporate – 071 Public Properties
080 General Corporate – 077 Zoning & Enforcement
Total Amount of Transfer: \$25,146
Reason: Transfer from contingency line to department budgets to accommodate
FY2011 salary increases for non-bargaining employees pursuant to Resolution
No. 7646 and Corrections employees pursuant to Resolution No. 7681.
8. Adoption of Resolution No. 7724 - Budget Transfer #11-00009 114-115
Fund/Dept:080 General Corporate – 075 General County B53
080 General Corporate – 140 Correctional Center
080 General Corporate – 141 State’s Attorney Support Enforcement
Total Amount of Transfer: \$81,746
Reason: Transfer from contingency line to department budgets to accommodate
FY2011 salary increases for non-bargaining employees pursuant to Resolution
No. 7646 and Corrections employees pursuant to Resolution No. 7681.
9. Adoption of Resolution No. 7725 Amending the Schedule of Authorized Positions *116
B80-87

RESOLUTION NO. 7696

A RESOLUTION APPOINTING AARON ESRY AS A COUNTY BOARD MEMBER
IN DISTRICT 4 TO FILL GREG KNOTT'S UNEXPIRED TERM
ENDING NOVEMBER 30, 2012

WHEREAS, Greg Knott, a County Board Member in District 4 for Champaign County with a term ending November 30, 2012, submitted his resignation from that office effective February 25, 2011; and

WHEREAS, Pursuant to 10 ILCS 5/25-11, when a vacancy occurs in any elective county office, the county board shall declare that such vacancy exists and notification thereof shall be given to the county central committee of each established political party, and the vacancy shall be filled within 60 days by appointment of the chairman of the county board with the advice and consent of the county board; and

WHEREAS, The Champaign County Board Chair sent notification of the vacancy to the county central committee of each established political party; and

WHEREAS, Pursuant to a recommendation from the Republican Central Committee, the County Board Chair recommends the appointment of Aaron Esry to fill the unexpired term of County Board Member in District 4 ending on November 30, 2012;

NOW, THEREFORE BE IT RESOLVED By the County Board of Champaign County that the appointment of Aaron Esry to fill the unexpired term ending November 30, 2012 of Champaign County Board Member District 4, is hereby approved.

PRESENTED, PASSED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Gordy Hulten, County Clerk and
Ex-officio Clerk of the County Board

RESUME OF MINUTES OF A REGULAR MEETING OF THE
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS
March 17, 2011

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, March 17, 2011 at 7:00 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with C. Pius Weibel presiding and Sasha Green as Clerk of the Meeting.

ROLL CALL

Roll call showed the following Board Members Present: Betz, Carter, Cowart, Holderfield, James, Jay, Jones, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, O'Connor, Petrie, Quisenberry, Richards, Rosales, Sapp, Schroeder, Alix, Ammons, Anderson, Bensyl, Berkson, and Weibel – 26. Thereupon, the Chair declared a quorum present and the Board competent to conduct business.

PRAYER & PLEDGE OF ALLEGIANCE

Chair Weibel asked for a moment of silence for the citizens of Japan. 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 County Star* on February 24, March 3 and 10, 2011. Board Member Betz offered the motion to approve the notice; seconded by Board Member Carter. Approved by voice vote.

APPROVAL OF AGENDA/ADDENDA

Board Member James offered the motion to approve the Agenda/Addenda; seconded by Board Member Rosales. Board Member Nudo asked to move Policy, Personnel & Appointments to the beginning of the Areas of Responsibility. Chair Weibel asked if there was any objection, there was none. Approved as amended by voice vote.

DATE/TIME OF NEXT REGULAR MEETING

Chair Weibel announced that the next meeting of the Committee of the Whole for Highway & Transportation, County Facilities, and Environment & Land Use will be held Thursday, April 7, 2011 at 6:00 P.M.; the Committee of the Whole for Finance, Policy, Personnel, & Appointments, and Justice & Social Services will be held Tuesday, April 12, 2011 at 6:00 P.M.; and the Regular Meeting of the County Board will be held on Thursday, April 21, 2011 at 7:00 P.M.

AWARD CEREMONY

Kaylee Lynn Rogers was given the Champaign County Sheriff's Office Community Hero Award for saving her family from a house fire on December 16, 2010.

Deputy Jeffrey Vercler was presented with the Champaign County Sheriff's Office Commendation Award for his excellent service and action in a shooting incident on December 18, 2010.

CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE

Highway & Transportation

Adoption of **Resolution No. 7667** Appropriating \$255,000 from County Bridge Funds & Authorizing the Chairman to Sign a Joint Agreement with IDOT for Replacement of Structure #010-4009 on County Highway #55 Section #09-00956-00-BR.

Adoption of **Resolution No. 7668** Authorizing the County Board Chair to Sign a Joint Agreement with IDOT for Section #10-00429-00-RS.

Adoption of Resolution No. 7669 Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501.

Environment & Land Use

Adoption of **Ordinance No. 881** Amending Zoning Ordinance, Zoning Case 665-AT-10.

Adoption of **Ordinance No. 882** Amending Zoning Ordinance, Zoning Case 666-AT-10.

Adoption of **Resolution No. 7670** Approving Amendments to the Existing Contractor and Lease Agreement for the 2010 and 2011 Countywide Residential Electronics Collections.

Policy, Personnel & Appointments

Adoption of **Resolution No. 7671** Appointing Robert Hall to the Champaign County Forest Preserve Board.

Adoption of **Resolution No. 7672** Appointing Elaine Fowler Palencia to the Champaign County Rural Transit Advisory Group.

Adoption of **Resolution No. 7673** Appointing Dennis Riggs to the Wrisk Drainage District.

Adoption of **Resolution No. 7674** Authorizing Award of Contract to Pepsi for Food & Beverage Vending Machine Services.

Finance

Adoption of **Resolution No. 7675** - Budget Amendment #11-00016:

Fund/Dept: 105 Capital Asset Replacement Fund - 042 Coroner

Increased Appropriations: \$6,500.00

Increased Revenue: \$0.00

Reason: To appropriate funds already reserved for Coroner's capital needs, to fully fund the actual cost of replacement of a vehicle in FY2011.

Adoption of **Resolution No. 7676** for the Approval of Application for and, if Awarded, Acceptance of Violent Crime Victims Assistance Grant for the State's Attorney's Office.

Adoption of **Resolution No. 7677** Establishing & Designating Classification of EMA Deputy Director.

Adoption of **Resolution No. 7646** Establishing FY2011 Salary Increase for Non-Bargaining Employees.

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

Consent Agenda approved by roll call vote.

Yeas: Betz, Carter, Cowart, Holderfield, James, Jay, Jones, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, O'Connor, Petrie, Quisenberry, Richards, Rosales, Sapp, Schroeder, Alix, Ammons, Anderson, Bensyl, Berkson, and Weibel – 26;

Nays: None.

PUBLIC PARTICIPATION

Chair Weibel announced there is one hour allowed for Public Participation, each individual is allowed five minutes, and there were about 20 people who had turned in a form.

Jason Barickman spoke regarding the proposed Olympian Drive/Lincoln Avenue project. Jerry Schweighart spoke regarding the proposed Olympian Drive/Lincoln Avenue project. Russ Taylor spoke regarding Champaign County's Zoning Policies and future text amendments. Nora Stewart spoke regarding labor negotiations. Christine Pierson spoke regarding the proposed Olympian Drive/Lincoln Avenue project. Devin Mapes spoke regarding the redistricting of Champaign County and shared an observation he had made at the Redistricting Committee. Bryan Bradshaw spoke regarding the proposed Olympian Drive/Lincoln Avenue project and presented a map of a new alignment. William Cope spoke regarding the proposed Olympian Drive/Lincoln Avenue project. Harold Scharlau spoke regarding the proposed Olympian Drive/Lincoln Avenue project. Janet Scharlau spoke regarding the proposed Olympian Drive/Lincoln Avenue project. Joe Behrends spoke regarding the proposed Olympian Drive/Lincoln Avenue project. Mark Thompson had two handouts and spoke regarding the Champaign County Land Use Management Plan and United Nations Agenda 21. Mary Atkinson spoke regarding the proposed Olympian

Drive/Lincoln Avenue project. George Boyd spoke regarding the proposed Olympian Drive/Lincoln Avenue project. John Farney announced Early Voting for the April 5, 2011 Election has begun, spoke regarding Resolution No. 7666 Approving the Award of Contract for Employee Health Insurance & Related Benefits Broker/Consultant Services, and labor negotiations. Amy Foster spoke regarding labor negotiations.

COMMUNICATIONS

Board Member Richards apologized for his recent legal troubles. Board Member Bensyl gave an update of the Redistricting Commission, and announced the next Meeting will be held March 30th. Board Member Weibel announced applications for the leasing committee for Environment and Land Use would be available March 18th.

APPROVAL OF MINUTES

Board Member Betz offered the motion to approve the County Board Regular Meeting Minutes of February 24, 2011; seconded by Board Member Rosales. Approved by voice vote.

AREAS OF RESPONSIBILITY REPORTS

Policy, Personnel & Appointments

Board Member Ammons, Deputy Chair, recommended adoption of **Resolution No. 7666** Approving the Award of Contract for Employee Health Insurance & Related Benefits Broker/Consultant Services; seconded by Board Member James. Discussion followed. Board Member Bensyl abstained due to a business relationship with one of the involved parties. Adopted by voice vote.

Highway & Transportation

Board Member Cowart, Deputy Chair, recommended adoption of **Resolution No. 7662** Supporting Olympian Drive "Project A"; seconded by Board Member Betz. A roll call was requested. Discussion followed. The Chair instructed the Clerk to call the roll.

Adopted by roll call vote.

Yeas: Betz, Carter, Cowart, Holderfield, Jones, Kurtz, Langenheim, McGinty, Nudo, O'Connor, Petrie, Quisenberry, Richards, Rosales, Schroeder, Alix, Ammons, Anderson, Berkson, and Weibel – 20;

Nays: James, Jay, Michaels, Moser, Sapp and Bensyl – 6.

Board Member Cowart recommended adoption of **Resolution No. 7663** Supporting the Re-Alignment of Lincoln Avenue"; seconded by Board Member Betz. Discussion followed. The Chair instructed the Clerk to call the roll.

Adopted by roll call vote.

Yeas: Betz, Carter, Cowart, Holderfield, Jones, Kurtz, Langenheim, McGinty, Nudo, O'Connor, Petrie, Quisenberry, Richards, Rosales, Schroeder, Alix, Ammons, Anderson, Berkson, and Weibel – 20;

Nays: James, Jay, Michaels, Moser, Sapp and Bensyl – 6.

Board Member Cowart recommended adoption of **Resolution No. 7680** of Support for the Purple Alignment of Lincoln Avenue; seconded by Board Member Betz. Discussion followed. Board Member Ammons moved to suspend the rules to allow Board Members to ask questions of audience members; seconded by Board Member Kurtz. Approved by voice vote. Board Member's discussion with audience members followed. Board Member Kurtz offered a motion to defer to the March 29 Study Session; seconded by Board Member James. Discussion followed. Motion to defer the adoption ruled out of order during discussion with audience members. Board Member's discussion with audience members continued. Board Member's discussion with audience members ended. Discussion followed. Board Member Kurtz offered a motion to defer to the March 29 Study Session; seconded by Board Member Carter. Discussion followed. A roll call was requested. The Chair instructed the Clerk to call the roll.

Motion to defer failed by roll call.

Yeas: Carter, James, Jones, Kurtz, Michaels, O'Connor – 6;

Nays: Betz, Cowart, Holderfield, Jay, Langenheim, McGinty, Moser, Nudo, Petrie, Quisenberry, Richards, Rosales, Sapp, Schroeder, Alix, Ammons, Anderson, Bensyl, Berkson, and Weibel – 20.

Discussion followed. Board Member Quisenberry offered an amendment to add the stipulation that the alignment be no further South or East than the purple line is shown; seconded by Board Member Alix. Discussion followed. Amendment approved by voice vote. Board Member Betz called the question; seconded by Board Member Richards. Motion to call the question passed by a show of hands.

Adopted as amended by roll call vote.

Yeas: Betz, Carter, Cowart, Holderfield, Jones, Langenheim, McGinty, Moser, Nudo, O'Connor, Quisenberry, Richards, Rosales, Schroeder, Alix, Ammons, Anderson, Berkson, and Weibel – 19;

Nays: James, Jay, Kurtz, Michaels, Petrie, Sapp and Bensyl – 7.

Chair Weibel announced a five minute break.

Finance

Board Member McGinty, Deputy Chair, recommended adoption of **Resolution No. 7664** - Purchases Not Following Purchasing Policy; seconded by Board Member Jones. Adopted by voice vote.

Board Member McGinty recommended adoption of **Resolution No. 7665** - Payment of Claims Authorization; seconded by Board Member Kurtz. Adopted by voice vote.

OTHER BUSINESS

Board Member Jones moved to suspend the rules to allow Chair Weibel to make the following nominations; seconded by Board Member Kurtz. Chair Weibel

recommended adoption of **Resolution No. 7678** Appointing Stephanie Holderfield to the Labor Committee; seconded by Board Member Cowart. Adopted by voice vote.

Chair Weibel recommended adoption of **Resolution No. 7679** Appointing Jonathan Schroeder to the Strategic Planning Committee; seconded by Board Member Sapp. Adopted by voice vote.

Board Member McGinty recommended adoption of **Resolution No. 7681** Approving FOP Corrections Contract from December 1, 2009 to November 30, 2012; seconded by Board Member Quisenberry. Discussion followed. Board Member Sapp abstained due to a personal relationship with one of the involved parties. Adopted by voice vote.

Board Member McGinty recommended to enter into Closed Session Pursuant to 5 ILCS 120/2(c)2 to Consider Collective Negotiating Matters Between Champaign County & Its Employees or Their Representatives; further moving the following individuals remain present: County Administrator and Recording Secretary; seconded by Board Member Langenheim.

Approved by roll call.

Yeas: Betz, Carter, Cowart, Holderfield, James, Jay, Jones, Kurtz, Langenheim, McGinty, Michaels, Moser, Petrie, Quisenberry, Richards, Rosales, Sapp, Schroeder, Alix, Ammons, Anderson, Bensyl, Berkson, and Weibel – 24;

Nays: O'Connor – 1;

Absent: Nudo – 1.

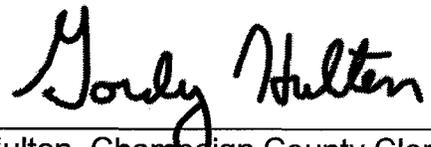
The Board entered into Closed Session at 10:06 P.M. The Board reentered Open Session at 10:28 P.M.

NEW BUSINESS

Board Member Ammons requested that the labor negotiation proposal mentioned during Public Participation be placed on the Agenda, Chair Weibel directed her to speak with the Labor Committee.

ADJOURNMENT

Chair Weibel adjourned the meeting at 10:30 P.M.



Gordy Hulten, Champaign County Clerk
and ex-Officio Clerk of the of the Champaign County Board

COMMITTEE OF THE WHOLE – ELUC, FACILITIES, & JUSTICE
Summary of Action Taken at 4/7/2011 Meeting

AGENDA ITEM

ACTION TAKEN

- | | |
|---|--|
| <p>1. <u>Call to Order</u></p> | Meeting called to order at 6:04 p.m. |
| <p>2. <u>Roll Call</u></p> | 23 Board members were present at the meeting. |
| <p>3. <u>Approval of Minutes</u>
A. Committee of the Whole – March 1, 2011</p> | The minutes were approved as presented. |
| <p>4. <u>Approval of Agenda/Addenda</u></p> | The agenda was approved. |
| <p>5. <u>Public Participation</u></p> | Scott Cook, Mark Thompson, Roger Armstrong, Arna Leavitt, Jeff Tock, Jeff & Nicole Peck, & Erick Thorsland spoke during public participation. |
| <p>6. <u>Communications</u></p> | Weibel offered copies of the Illinois Municipal Guide, Petrie announced a green infrastructure conference, & McGinty spoke about the Strategic Planning Committee. |
| <p>7. <u>Environment & Land Use</u>
A. <u>Final Recommendation to County Board for Zoning Ordinance Amendment</u>
1. Request to Amend Champaign County Zoning Ordinance. Zoning Case 675-AT-10</p> | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of amending Champaign County Zoning Ordinance, Zoning Case 675-AT-10</i> |
| <p>B. <u>Subdivision Recommendation to County Board</u>
1. Subdivision Case 196-11: Swanson Subdivision Final Plat Approval of a One-Lot Subdivision (For an Existing Home) with Necessary Waivers</p> | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Swanson Subdivision Final Plat with the necessary waivers</i> |
| <p>C. <u>Direction to Zoning Administrator Regarding Proposed Zoning Ordinance Text Amendments</u>
1. Request to Amend the Champaign County Zoning Ordinance to Implement Land Resource Management Plan Policies 4.1.5, 4.1.7, & 4.1.9</p> | Motion failed. |
| <p>D. <u>Pending Legislation</u>
1. Request for Letter of Support for Senate Bill 2195/HB 3372 County Storm Water Bill</p> | The item was tabled. |

2. Letter of Opposition to House Bill 1626 (Establishing Protest Rights for County Board Special Use Permits)

****RECOMMEND TO THE COUNTY BOARD APPROVAL of a resolution opposing HB1626***

E. Monthly Report

The report was distributed.

F. Other Business

None

G. Chair's Report

None

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

Agenda items 7.A.1 & B.1 were designated for the consent agenda.

8. County Facilities

A. Facilities Director

1. Physical Plant Monthly Reports

Received & placed on file.

2. Brookens Energy Lighting Retrofit Project Update

Received & placed on file.

3. Update – ILEAS Roof Project

The update was provided.

B. 202 Art Bartell Construction Project

1. Project Update

The update was provided.

2. Monthly Project Budget Report

Received & placed on file.

3. Update Regarding RFQ 2011-005

The evaluation team will bring a recommendation to the County Board following the interviews.

4. Request from Coroner for Changes to Facility:

Motion approved to authorize the County Administrator to execute the change order necessary for the upgrades to the facility for the Coroner.

a. Upgrade to Exhaust Fan

b. Upgrade to Sink

C. Chair's Report

Reinhart informed the Board about the status of the damaged Courthouse rooftop structure.

D. Other Business

None

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

There were no items for the consent agenda.

9. Justice & Social Services

A. Monthly Reports

Received & placed on file.

B. Other Business

None

C. Chair's Report

Richards spoke about the CACJS. Weibel requested Board members interested in serving on the Site Assessment Update Committee email him.

10. Adjourn

The meeting was adjourned at 8:09 p.m.

COMMITTEE OF THE WHOLE – FINANCE, POLICY, & JUSTICE
Summary of Action Taken at 4/12/2011 Meeting

AGENDA ITEM

ACTION TAKEN

- | | |
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| <p>1. <u>Call to Order</u></p> | Meeting called to order at 6:05 p.m. |
| <p>2. <u>Roll Call</u></p> | 23 Board members were present at the meeting. |
| <p>3. <u>Approval of Minutes</u>
A. Committee of the Whole Minutes – March 8, 2011</p> | The minutes were approved as presented. |
| <p>4. <u>Approval of Agenda/Addendum</u></p> | The agenda was approved. |
| <p>5. <u>Public Participation</u></p> | Steve Kysar spoke during public participation. |
| <p>6. <u>Communications</u></p> | Petrie announced a wind energy & green infrastructure conference. McGinty spoke about Health Alliance. |
| <p>7. <u>Highway & Transportation</u>
A. <u>Monthly Reports</u>
1. County & Township Motor Fuel Tax Claims – March 2011</p> | Received & placed on file. |
| <p>B. <u>County Engineer</u>
1. Resolution Appropriating County Motor Fuel Tax Funds for County Roads Maintenance for the Period from January 1, 2011 thru December 31, 2011 – Section #11-00000-00-GM</p> | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution Appropriating County Motor Fuel Tax Funds for County Roads Maintenance for the Period from January 1, 2011 thru December 31, 2011 – Section #11-00000-00-GM</i> |
| <p>2. Resolution Appropriating County Motor Fuel Tax Funds for the Salary & Estimated Expenses of the County Engineer for the Period from December 1, 2010 thru November 30, 2011</p> | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution Appropriating County Motor Fuel Tax Funds for the Salary & Estimated Expenses of the County Engineer for the Period from December 1, 2010 thru November 30, 2011</i> |
| <p>3. Resolution Authorizing County Board Chair to Sign a Local Agency Agreement for Federal Participation for County Highway 11 Bridge Project – Section #10-00960-00-BR</p> | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution Authorizing County Board Chair to Sign a Local Agency Agreement for Federal Participation for County Highway 11 Bridge Project – Section #10-00960-00-BR</i> |

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| 4. Intergovernmental Agreement – Olympian Drive | Deferred to April 21st meeting with questions & comments referred to legal counsel for review. |
| 5. Intergovernmental Agreement – Lincoln Avenue | Deferred to May 3rd meeting. |
| C. <u>Other Business</u> | None |
| D. <u>Chair’s Report</u> | None |
| E. <u>Designation of Items to be Placed on County Board Consent Agenda</u> | Agenda items 7.B.1-3 were designated for the consent agenda. |
| 8. <u>Finance</u> | |
| A. <u>Budget Amendments & Transfers</u> | *RECOMMEND TO THE COUNTY BOARD APPROVAL of Budget Amendments #11-00018, #11-00019, #11-00020, #11-00021, and Budget Transfers #11-00005, #11-00006, #11-00007, & #11-00009 |
| B. <u>Court Services</u> | |
| 1. Request Approval of Agreement for Health Care Services at the Juvenile Detention Center | *RECOMMEND TO THE COUNTY BOARD APPROVAL of Agreement for Health Care Services at the Juvenile Detention Center |
| 2. Request Approval of Business Associate Agreement Between Health Professionals Ltd. & Champaign County | Deferred to April 21st meeting. |
| C. <u>State’s Attorney</u> | |
| 1. Request Approval of Intergovernmental Agreement Between Illinois Department of Healthcare & Family Services & the State’s Attorney | *RECOMMEND TO THE COUNTY BOARD APPROVAL of Intergovernmental Agreement Between Illinois Department of Healthcare & Family Services & the State’s Attorney |
| D. <u>Nursing Home Board of Directors</u> | |
| 1. Recommendation for Repayment of Nursing Home Loan | *RECOMMEND TO THE COUNTY BOARD APPROVAL of recommendation for repayment of Nursing Home loan |
| E. <u>County Administrator</u> | |
| 1. General Corporate Fund FY2011 Revenue/Expenditure Projection Report | Received & placed on file. |
| 2. General Corporate Fund Budget Change Report | Received & placed on file. |

**Denotes Consent Agenda Item.*

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| 3. Harris & Harris Monthly Report | Received & placed on file. |
| 4. Recommendation for Amendment to Schedule of Authorized Positions | *RECOMMEND TO THE COUNTY BOARD APPROVAL of elimination of the Microfilm Services Manager positions & addition of Building & Grounds Manager |
|
 | |
| F. <u>Treasurer</u> | |
| 1. Monthly Report – March 2011 | Received & placed on file. |
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 | |
| G. <u>Auditor</u> | |
| 1. Purchases Not Following Purchasing Policy | No list was provided from the Auditor. |
| 2. Monthly Report – March 2011 | Received & placed on file. |
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| H. <u>Other Business</u> | None |
|
 | |
| I. <u>Chair’s Report</u> | None |
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| J. <u>Designation of Items to be Placed on County Board Consent Agenda</u> | Agenda items 8.A.1-8 & E.4 were designated for the consent agenda. |
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| 9. <u>Policy, Personnel, & Appointments</u> | |
| A. <u>Appointments/Reappointments</u> | |
| 1. County Board District 4 | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Aaron Esry to the County Board in District 4 |
| 2. Economic Development Corporation | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Jonathan Schroeder to the EDC |
| 3. Site Assessment Update Committee | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Debra Griest, Liz Jones, Kyle Krapf, Bruce Stickers, Steve Stierwalt |
| 4. Locust Grove Cemetery Association | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Dirk Rice to the Locust Grove Cemetery Association Board |
| 5. Community Action Board | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Yolanda Troutman-Davis to the Community Action Board |

**Denotes Consent Agenda Item.*

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| 6. Broadlands-Longview Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Brian Thode to the Broadlands-Longview FPD |
| 7. Eastern Prairie Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Linda Kates to the Eastern Prairie FPD |
| 8. Edge-Scott Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Dorothea Hunt to the Edge-Scott FPD |
| 9. Ivesdale Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Denny Jayne to the Ivesdale FPD |
| 10. Ludlow Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of James Kirk to the Ludlow FPD |
| 11. Ogden-Royal Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of James Vickers to the Ogden-Royal FPD |
| 12. Pesotum Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Raymond Hettinger to the Pesotum FPD |
| 13. Philo Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Kevin Chalmers to the Philo FPD |
| 14. Sadorus Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of William Eckerty to the Sadorus FPD |
| 15. Sangamon Valley Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of David Bright to the Sangamon Valley FPD |
| 16. Scott Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Chris Karr to the Scott FPD |

**Denotes Consent Agenda Item.*

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| 17. St. Joseph-Stanton Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Howard Marsh to the St. Joseph-Stanton FPD |
| 18. Thomasboro Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of William Kurth to the Thomasboro FPD |
| 19. Tolono Fire Protection District | *RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Ann Jack Haluzak to the Tolono FPD |
| B. <u>County Administrator</u> | |
| 1. Vacant Positions Listing | Provided for information only |
| 2. Request from Countryside School for Issuance of Industrial Revenue Bonds | *RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution Authorizing the Issuance of Industrial Revenue Bonds for Countryside School

The public hearing will be held at April 21st 6:45 p.m. in the Shields Meeting Room. |
| C. <u>County Clerk</u> | |
| 1. Monthly Fees Report – March 2011 | Received & placed on file. |
| 2. Request to Amend the Liquor Ordinance | *RECOMMEND TO THE COUNTY BOARD APPROVAL of the amendments to the Liquor Ordinance |
| D. <u>Other Business</u> | None |
| E. <u>Chair’s Report</u> | |
| 1. Discussion – Recommendations for County Board Rules Changes | Proposals for County Board Rules changes will be placed on the May 10 th agenda. |
| 2. Reapportionment Issues Discussion– Study Session on April 26 th at 6:00 p.m. | The study session will take place on April 26 th . |
| F. <u>Designation of Items to be Placed on County Board Consent Agenda</u> | Agenda items 9.A.2-12 & 14-19 were designated for the consent agenda. |
| 10. <u>Strategic Planning Committee</u> | |
| A. Update on Strategic Planning Process | Update was provided. |

**Denotes Consent Agenda Item.*

11. Other Business

- A. Closed Session Pursuant to 5 ILCS 120/2
(c) (11) to Consider Pending Litigation
Against Champaign County

Closed session was held.

12. Adjourn

Meeting was adjourned at 9:57 p.m.

**Denotes Consent Agenda Item.*

RESOLUTION NO. 7682

A RESOLUTION AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2011 (COUNTRYSIDE SCHOOL PROJECT), OF THE COUNTY OF CHAMPAIGN, ILLINOIS; AUTHORIZING THE ISSUANCE OF THE BONDS; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF THE BONDS; AUTHORIZING A LOAN AGREEMENT, A DISBURSEMENT AGREEMENT AND A TAX REGULATORY AGREEMENT APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND TO FURTHER SECURE THE BONDS; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS

WHEREAS, The County of Champaign, Illinois, a political subdivision, body politic and non-home rule unit duly organized and validly existing under the laws of the State of Illinois (the “**Issuer**”), including particularly the Counties Code (55 ILCS 5/1-1 *et seq.*) with authority also under the Industrial Building Revenue Bond Act (50 ILCS 445/1 *et seq.*), as supplemented and amended, including by Section 7 of Article VII (Local Government) of the Constitution of the State of Illinois, and by the Illinois Bond Replacement Act, the Registered Bond Act, and the Bond Authorization Act (collectively, the “**Enabling Act**”), is authorized and empowered among other things **(a)** to make loans to finance and refinance the acquisition, construction, installation and equipping of qualifying “**industrial projects**” under the Enabling Act, **(b)** to issue and sell its industrial development revenue bonds to provide moneys for such a loan and **(c)** to enact this resolution and execute and deliver the related agreements, documents and instruments hereinafter identified; and

WHEREAS, the Issuer hereby determines that to finance the acquisition, construction and installation of a performance gym, and related facilities, improvements and costs at 4301 West Kirby Avenue, in Champaign, Illinois (collectively, including related facilities, improvements and costs, the “**Project**”) will create or preserve jobs and employment opportunities and promote the health and economic welfare in the State of Illinois, and that the Issuer, through the issuance under this resolution of Capital Improvement Revenue Bonds, Series 2011 (Countryside School Project) (the “**Bonds**”), in not to exceed the aggregate principal amount of \$2,400,000, to finance the Project will be acting in the manner consistent with and in furtherance of the provisions of the Enabling Act.

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

Section 1. Definitions. All defined terms used herein and those not otherwise defined herein shall have the respective meanings given to them in the Loan Agreement with respect to the Bonds (the “**Agreement**”) by and among the Issuer, Countryside School of Champaign/Urbana, Inc. (including successors and assigns, the “**Borrower**”), and Hickory Point Bank and Trust, fsb, Champaign, Illinois (including successors and assigns, the “**Lender**”).

Any reference herein to the Issuer, the County Board, the County Board Chairman, the County Administrator, the County Clerk, the County Treasurer (which terms herein shall mean and include any duly designated “**deputy**” or “**acting**” officer, as the case may be), or to any officers or other members thereof, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms “**hereof**,” “**hereby**,” “**hereto**,” “**hereunder**,” and similar terms, mean this resolution.

Section 2. Determinations of Issuer. The County Board hereby makes certain determinations, as follows: (a) pursuant to the Enabling Act the Project constitutes a qualifying “**industrial project**”, and is consistent with the provisions of the Enabling Act; and (b) the Issuer hereby reaffirms any initial intent to finance the Projects; and (c) the Issuer designates the Bonds as “**qualified tax-exempt obligations**” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”). The Issuer, after publishing notice of the public hearing in the *The News Gazette*, on April __, 2011, held and conducted the public hearing on April 21, 2011, and by this resolution approves and authorizes the issuance of the Bonds.

Section 3. Authorization of Bonds. It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided herein and pursuant to the authority of the Enabling Act, the Bonds for the purpose of financing the Project, including authorized costs incidental thereto and of the financing thereof, all in accordance with the provisions of the Agreement. The Bonds shall each be designated: “**Capital Improvement Revenue Bond, Series 2011 (Countryside School Project)**”. The aggregate maximum principal amount of the Bonds to be issued hereunder and under the Agreement is not to exceed \$2,400,000.

Section 4. Terms and Execution of the Bonds. The Bonds shall be issued in the form and denomination, shall mature and bear interest, shall be numbered, dated and payable as provided in the Agreement. The Bonds shall be amortized over not to exceed a 30-year period and mature or come due at the times, in the manner and with the effect and have such terms, bear interest at the applicable rate or rates per annum (fixed and/or variable, subject to any rate limitation under applicable law), and be subject to mandatory and optional redemption, all to be as provided in the Agreement. The City Council hereby authorizes the rate or rates in effect from time to time on the Bonds in the manner and pursuant to the provisions of the Agreement. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signatures of the Mayor and City Clerk, under the Issuer’s seal (or a facsimile thereof). In case any officer whose signature or a facsimile thereof shall appear on the Bonds shall cease to be such officer before the issuance or delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until after that time.

The form of the Bonds as set forth in the Agreement, subject to appropriate insertions and revisions unique to such series and in order to comply with the provisions of the

Agreement and the Enabling Act, is hereby approved, and when the same shall be executed on behalf of the Issuer by the appropriate officers thereof in the manner contemplated hereby and by the Agreement, in an aggregate principal amount of not to exceed \$2,400,000, shall represent the approved form of the Bonds of the Issuer.

Section 5. Sale of the Bonds. The Bonds are being sold through a private placement pursuant to the Agreement, and are hereby awarded to Hickory Point Bank and Trust, fsb, Champaign, Illinois (with authorization for participants or co-purchasers therein consistent with applicable law) at the purchase price set forth, and on the terms and conditions described, in the Agreement. The appropriate officers of the Issuer are authorized and directed to make on behalf of the Issuer the necessary arrangements to establish the date, location, procedure and conditions for the delivery of the Bonds to the Lender, and to take all steps necessary to effect due execution and delivery to the Lender of the Bonds (or typewritten bonds delivered in lieu of definitive Bonds, as the case may be) under the terms of this resolution, and the Agreement. It is hereby determined that the price for and the terms of the Bonds, and the sale thereof, all as provided in the Agreement, are in the best interests of the Issuer.

Section 6. Arbitrage Provisions. The Issuer will restrict, or cause to be restricted, the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to the Lender, so that they will not constitute arbitrage bonds under Section 148 of the Code. The County Board Chairman, County Administrator, County Clerk, County Treasurer or any other officer having responsibility with respect to the issuance of the Bonds, is authorized and directed, alone or in conjunction with the Borrower or any officer, employee, consultant or agent of the Borrower, to deliver a certificate for inclusion in the transcript of proceedings for the Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to Section 148 of the Code and regulations thereunder. In its performance of these covenants, and other covenants of the Issuer pertaining to federal income tax laws, the Issuer may rely upon the written advice of nationally recognized bond counsel.

Section 7. Authorization of Agreement, Disbursement Agreement, Tax Regulatory Agreement, Bond Purchase Agreement and Related Documents to be Executed by the Issuer. In order to better secure the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable, the County Board Chairman, County Administrator, County Clerk, County Treasurer or other officers, under the Issuer's seal, as the case may be, are authorized and directed to execute, acknowledge and deliver in the name and on behalf of the Issuer, the Agreement, the Disbursement Agreement, the Bond Purchase Agreement and the Tax Regulatory Agreement in substantially the forms submitted to the Issuer at the meeting of the County Board at which this resolution is adopted, which are hereby approved, with such changes therein not inconsistent with this resolution and not substantially adverse to the Issuer, as may be permitted by the Enabling Act and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by such officers, and provided that they are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such Agreement, Disbursement Agreement, Bond Purchase Agreement and Tax Regulatory Agreement by such officers. The Bonds and the Borrower's obligations under this Agreement shall be secured by a mortgage and security agreement as set forth in the Agreement.

The Issuer has not confirmed, and assumes no responsibility for, the accuracy, sufficiency or fairness of any representations, statements, reports, financial information, offering or disclosure documents or other information submitted to the Lender relating to the Bonds, the Projects, the Borrower or the history, businesses, properties, organization, management, financial condition, market area or any other matter relating to the Borrower and the Projects.

The County Board Chairman, County Administrator, County Clerk, County Treasurer and other appropriate officers of the Issuer are each hereby separately authorized to take any and all actions and to execute such financing statements, assignments, certificates and other instruments that may be necessary or appropriate in the opinion of Bond Counsel, in order to effect the issuance of and security for the Bonds and the intent of this resolution and the Agreement. The County Clerk, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Bonds.

Section 8. Covenants of Issuer. In addition to other covenants of the Issuer in this resolution, the Issuer further covenants and agrees as follows:

(a) **Payment of Principal, Premium and Interest.** The Issuer will, solely from the special and limited sources described herein or in the Agreement, and not otherwise, pay or cause to be paid the principal of, premium, if any, and interest on the Bonds on the dates, at the places, in the manner and with the effect provided herein, in the Agreement and in the Bonds.

(b) **Performance of Covenants, Authority and Actions.** The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Bonds, Tax Regulatory Agreement, Disbursement Agreement, Bond Purchase Agreement and Agreement, and in all proceedings of the Issuer pertaining to the Bonds. The Issuer warrants and covenants that it is, and upon delivery of the Bonds will be, duly authorized by the laws of the State of Illinois, including particularly and without limitation the Enabling Act, to issue the Bonds and to execute the Agreement, the Disbursement Agreement, the Bond Purchase Agreement, the Tax Regulatory Agreement, and all other documents to be executed by it, to provide for the security for payment of the principal of, premium, if any, and interest on the Bonds in the manner and to the extent herein and in the Agreement set forth; that all actions on its part for the issuance of the Bonds and execution and delivery of the Agreement, the Disbursement Agreement, the Bond Purchase Agreement, the Tax Regulatory Agreement, and all other documents to be executed by it in connection with the issuance of the Bonds, have been or will be duly and effectively taken; and that the Bonds will be the valid and enforceable special and limited obligations of the Issuer according to the terms thereof. Each provision of this resolution, the Agreement, the Tax Regulatory Agreement, and the Bonds, and all other documents to be executed by the Issuer in connection with the issuance of the Bonds, is binding upon each officer of the Issuer as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of the Issuer and of its officers and employees undertaken pursuant to

such proceedings for the Bonds is established as a duty of the Issuer and of each such officer and employee having authority to perform such duty.

Section 9. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this resolution, or in the Bonds, or in the Agreement, the Disbursement Agreement, the Bond Purchase Agreement or the Tax Regulatory Agreement, or under any judgment which maybe obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against the County Board Chairman, County Administrator, County Clerk, County Treasurer, any member of the Corporate Authorities or any other officer of the Issuer as such, past, present, or future, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any owner of the Bonds, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Bonds, or otherwise, of any sum that may remain due and unpaid upon the Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Agreement, the Disbursement Agreement, the Bond Purchase Agreement, the Tax Regulatory Agreement, the issuance of the Bonds, and related documents and instruments.

Section 10. No Debt or Tax Pledge. Nothing in this resolution, the Agreement, the Bonds or any other agreement or instrument to the contrary notwithstanding, neither this resolution, the Bonds, the Agreement, the Disbursement Agreement, the Bond Purchase Agreement nor the Tax Regulatory Agreement shall represent or constitute a debt or pledge of the faith and credit of the taxing power of the Issuer or the State of Illinois or other political subdivision thereof, and the Bonds shall contain on the face thereof a statement to that effect.

Section 11. Severability. 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 12. Open Meetings. The City Council hereby finds and determines that all actions relative to the adoption of this resolution were taken in open meetings of the City Council, and that all deliberations of the City Council and of its committees, if any, which resulted in formal action, were in meetings open to the public and otherwise in full compliance with applicable law, including the Open Meetings Act (5 ILCS 120/1 *et seq.*).

Section 13. Compliance with IRC Section 147(f). For purposes of complying with Section 147(f) of the Code, the County Board (as elected officers) hereby approves the issuance of the Bonds up to the maximum aggregate principal amount of \$2,400,000 to be loaned to the Borrower for financing the Project.

Section 14. Effective Date. This resolution shall take effect and be in force immediately upon its adoption and approval. This resolution shall be effective upon adoption by the County Board. This resolution also constitutes a “reimbursement” action under Section 1.150-2 of the Income Tax Regulations.

Upon motion by County Board Member, _____, seconded by County Board Member, _____, adopted this ____ day of _____, 2011, by the affirmative roll call vote (all in physical attendance), as follows:

Voting “yes” (names): _____

Voting “no” (names): _____

Absent (names): _____

County Clark, as *ex officio* Clerk to the
County Board

County Board Chairman

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

CERTIFICATION OF RESOLUTION

I, Gordy Hulthen, do hereby certify that I am the duly selected, qualified and acting County Clerk of The County of Champaign, Illinois, a political subdivision, body politic and non-home rule unit duly organized and validly existing under the laws of the State of Illinois (the “**Issuer**”), and as such official I am the keeper of the records and files of the Issuer and of the County Board of the Issuer (the “**Corporate Authorities**”).

I do further certify that the attached resolution constitutes a full, true and correct excerpt from the proceedings of the meeting of the Issuer’s Corporate Authorities held on April 21, 2011, insofar as same relates to the adoption of Resolution No. 7682, entitled:

A RESOLUTION AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2011 (COUNTRYSIDE SCHOOL PROJECT), OF THE COUNTY OF CHAMPAIGN, ILLINOIS; AUTHORIZING THE ISSUANCE OF THE BONDS; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF THE BONDS; AUTHORIZING A LOAN AGREEMENT, A DISBURSEMENT AGREEMENT AND A TAX REGULATORY AGREEMENT APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND TO FURTHER SECURE THE BONDS; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS

a true, correct and complete copy of which resolution as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such resolution was adopted and approved on the date and as therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above resolution were taken openly, that the vote on the adoption of such resolution was taken openly, 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 the agenda for the meeting was duly posted at the Administrative Center at least 48 hours prior to the meeting; 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 that the Corporate Authorities have complied with all of the applicable provisions of such laws, the Counties Code and such laws and their procedural rules in the adoption of such resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of The County of Champaign, Illinois, this ____ day of _____, 2011.

(SEAL)

County Clerk

ORDINANCE NO. 883

ORDINANCE AMENDING ORDINANCE NO. 742 –
ORDINANCE ESTABLISHING THE RULES AND REGULATIONS GOVERNING
THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR
IN CHAMPAIGN COUNTY, ILLINOIS

WHEREAS, The Champaign County Board adopted Ordinance No. 742 – Ordinance Establishing the Rules and Regulations Governing the Sale and Consumption of Alcoholic Liquor in Champaign County, Illinois on March 31, 2005 and Ordinance No. 757 – Ordinance Amending the Rules and Regulations Governing the Sale and Consumption of Alcoholic Liquor in Champaign County, Illinois on September 22, 2005 and Ordinance No. 880 Ordinance Amending Rules and Regulations Governing the Sale and Consumption of Alcoholic Liquor in Champaign County, Illinois on February 24, 2011; and

WHEREAS, The Champaign County Board desires to amend the Rules and Regulations Governing the Sale and Consumption of Alcoholic Liquor in Champaign County; and

NOW, THEREFORE, BE IT ORDAINED by the County Board of Champaign County, Illinois, that Ordinance No. 742 – Ordinance Establishing the Rules and Regulations Governing the Sale and Consumption of Alcoholic Liquor in Champaign County, Illinois be amended as follows, effective immediately:

Section 3. Definitions

LICENSE or LIQUOR LICENSE means a license issued pursuant to the provisions of this Ordinance. Except as required by context, or as applied to Class E LICENSES, ~~for which no provisional LICENSE is to be granted,~~ LIQUOR LICENSE or LICENSE shall include ~~either a provisional or an annual license.~~

REVIEWING DEPARTMENTS means ~~the Champaign County Sheriffs Office, the Champaign County Planning and Zoning Department, and the Champaign County Public Health Department.~~

Section 6. Liquor License Generally

B. License Term

~~Except as hereinafter provided, a provisional LIQUOR LICENSE shall be operative and valid until an annual LIQUOR LICENSE is granted or denied, and issued with an effective date determined pursuant to Section 10D, or for ninety (90) days, whichever is shorter.~~

Except as hereinafter provided, an annual LIQUOR LICENSE shall be operative and valid, unless first terminated, suspended, or revoked, for a term of one (1) year commencing on June 1 of the year of issuance and terminating on May 31 of the following year. Annual LIQUOR LICENSES issued before June 1 of any year shall be operative and valid, unless first terminated, suspended, or revoked, for a term commencing on the date of issuance and terminating on May 31 of the same year. Annual LIQUOR LICENSES issued after June 1 of any year shall be operative and valid,

unless first terminated, suspended, or revoked, for a term commencing on the date of issuance and terminating on May 31 of the following year.

Section 8. Form and Submission of License Application

- B. Renewal Applications
 A LIQUOR LICENSE may be renewed only by making an application ~~as required for an initial LICENSE~~ *on a form prescribed by the COMMISSIONER*. The expiration of a then-current LIQUOR LICENSE shall be extended only by a complete renewal application that is made at least than thirty (30) days before expiration.
- C. Application Fee
 Every APPLICANT for a LIQUOR LICENSE or for the renewal of an existing LIQUOR LICENSE shall pay an application fee ~~by certified check or money order payable to the "County of Champaign" or cash~~ at the time of filing such application.
- E. Required Information and Documents.
 (1) (b) Corporations
 (vii) for all ~~officers, managers, members, and directors of CORPORATION~~ *at least one of the Chief Executive Officer, President, or Chairman of the Board*, and all persons owning or controlling at least *twenty-five* percent (25%) of the stock of the CORPORATION, the information requested of individual APPLICANTS under Section X.E(1)(a) above.
- F. Fingerprints Required, Other than for Class E LICENSES
 For all LICENSES other than Class E LICENSES, all persons for whom information is required under Section 8.E.1.(a), ~~(b)(vii), (c)(ii), or (d)(ii)~~ must have their fingerprints ~~taken by the Sheriff~~ submitted to the Illinois State Police for a background check.

Section 9. Processing of License Application

- A. Reviewing Departments
 A single application will be filed for ~~both a provisional and~~ an annual LICENSE. After receipt of a complete application for a LIQUOR LICENSE, the COMMISSIONER shall immediately date stamp the application as received and within three (3) working days, transmit a copy of the application to each of the REVIEWING DEPARTMENTS and the COMMISSIONER. A copy of the completed application and payment will be forwarded to the Office of the COMMISSIONER at which time payment made payable to County Treasurer will be held until all reports, investigations, and inspections have been concluded and approved by the reviewing departments.
- C. Review by Local Liquor Commissioner
 (2) for all other LICENSES, forward fingerprints to the Illinois State Police, and determine if a ~~provisional~~ LIQUOR LICENSE should be granted.

Section 10. Standards for Issuance of License

A. Issuance

1. ~~Provisional LICENSE~~

The COMMISSIONER may issue a provisional LIQUOR LICENSE to an APPLICANT if, but only if, the COMMISSIONER finds and determines all of the following, based on the reports, investigations, and inspections conducted by the REVIEWING DEPARTMENTS and on any other credible information on which it is reasonable for the COMMISSIONER to rely:

- (1) ~~All information and documents required by Section 8 for issuance of a LIQUOR LICENSE have been properly provided and the material statements made in the application are true and correct.~~
- (2) ~~All persons identified in the application pursuant to Sections 8.E(1), 8.F(2), and 8.E(3) of this Ordinance are at least twenty one (21) years of age and have not been adjudged by a Court to be a PERSON UNDER A LEGAL DISABILITY.~~
- (3) ~~All persons identified in the application pursuant to Sections 8.E(1)(a) and 8.E(3) of this Ordinance are RESIDENTS of Champaign County. 235 ILCS 516-2(a)(1). This does not apply to corporate APPLICANTS. 235 ILCS 516-2(a)(10a).~~
- (4) ~~All persons identified in the application pursuant to Sections 8.E(1), 8.E(2), and 8.E(3) of this Ordinance are citizens of the United States. 235 ILCS 516-2(a)(3). This does not apply to corporate APPLICANTS. 235 ILCS 516-2(a)(10a).~~
- (5) ~~All persons identified in the application pursuant to Sections 8.E(1), 8.E(2), and 8.E(3) of this Ordinance are of good character and reputation in the community. 235 ILCS 516-2(a)(2).~~
- (6) ~~None of the persons identified in the application pursuant to Sections 8.E(1), 8.E(2), or 8.E(3) of this Ordinance is a law enforcing public official, including members of the County Board. 235 ILCS 516-2(a)(14).~~
- (7) ~~The APPLICANT PREMISES conforms to the definition of LICENSED PREMISES and complies with all then applicable County ordinances, including, but not limited to, the County Health, Nuisance, and Zoning Ordinances.~~
- (8) ~~The APPLICANT PREMISES are not located within one hundred (100) feet of any church, school other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval station, provided. This does not apply to HOTELS, CLUBS, RESTAURANTS, food shops or other places where SALE of ALCOHOLIC LIQUOR is not the principal business. This does not prohibit the issuance of a LICENSE to a church or private school to SELL at RETAIL ALCOHOLIC LIQUOR if any such SALES are limited to periods when groups are assembled on the APPLICANT PREMISES solely for the promotion of some common object other than the SALE or consumption of ALCOHOLIC LIQUOR.~~

In the case of a church, the distance of one hundred (100) feet shall be

measured to the nearest part of any building used for worship services or educational programs and not to property boundaries. A church or church affiliated school is not prohibited from locating within one hundred (100) feet of a property for which there is a preexisting LIQUOR LICENSE. In these instances, the one hundred (100) foot restriction shall not apply to that church or church affiliated school, or future LIQUOR LICENSES. 235 ILCS 516-11.

- (9) — Except for HOTELS and CLUBS, APPLICANT PREMISES have no access which leads from such APPLICANT PREMISES to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public. This does not apply to connections between APPLICANT PREMISES and such other portion of the building or structure which is used only by the LICENSEE, his family, and personal guests. 235 ILCS 516-13.
- (10) — Applicant's business is not a store or other place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food, lunches or drinks for such minors. 235 ILCS 5/6-12.
- (11) — If APPLICANT does not beneficially own the APPLICANT PREMISES, APPLICANT has a lease thereon for the full period for which the LICENSE is sought. 235 ILCS 516-2(a)(13).
- (12) — None of the persons identified in the application pursuant to Sections 8.E(1), 8.E(2), or 8.E(3) of this Ordinance has been convicted of a felony under any Federal or State law, unless the COMMISSIONER determines that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the COMMISSIONER'S investigation. The burden of proof of sufficient rehabilitation shall be on the APPLICANT. 235 ILCS 516-2(a)(4).
- (13) — None of the persons identified in the application pursuant to Sections 8.E(1), 8.E(2), or 8.E(3) of this Ordinance has been convicted of being the keeper or is keeping a house of ill fame. 235 ILCS 516-2(a)(5).
- (14) — None of the persons identified in the application pursuant to Sections 8.E(1), 8.E(2), or 8.E(3) of this Ordinance has been convicted of pandering or other crime or misdemeanor opposed to decency and morality, 235 ILCS 516-2(a)(6).
- (15) — None of the persons identified in the application pursuant to Sections 8.E(1), 8.E(2), or 8.E(3) of this Ordinance has had his or her State liquor license revoked for cause. 235 ILCS 516-2(a)(7).
- (16) — None of the persons identified in the application pursuant to Sections 8.E(1), 8.E(2), or 8.E(3) of this Ordinance has had his or her LIQUOR LICENSE revoked within the past twelve (12) months.
- (17) — If the APPLICANT is a CORPORATION, then such CORPORATION is incorporated in Illinois, or qualified to transact business in Illinois. 235 ILCS 516-2(a)(10a).

- (18) ~~None of the persons identified in the application pursuant to Sections 8.E(1), 8.E(2), or 8.E(3) of this Ordinance has been convicted of a violation of any Federal or State law concerning the manufacture, possession or SALE of ALCOHOLIC LIQUOR, or has forfeited his or her bond to appear in court to answer charges for any such violation. 235 ILCS 516-2(a)(12).~~
- (19) ~~None of the persons identified in the application pursuant to Sections 8.E(1), 8.E(2), or 8.E(3) of this Ordinance has been convicted of a gambling offense as proscribed by any of subsections (a)(3) through (a)(11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of the Criminal Code of 1961 (720 ILCS 5128-1, 5128-1.1, or 5128-3), as now or hereafter amended, or as proscribed by a statute replaced by any of the aforesaid statutory provisions. 235 ILCS 516-2(a)(16).~~
- (20) ~~None of the persons or entities identified in the application pursuant to Sections 8.E(1), 8.E(2), or 8.E(3) of this Ordinance has been issued a federal wagering stamp by the federal government, unless the person or entity is eligible to be issued a license under the Raffles Act (230 ILCS 1510.01, et seq.), as now or hereafter amended, or the Illinois Pull Tabs and Jar Games Act (230 ILCS 2011 et seq.), as now or hereafter amended. 235 ILCS 516-2(a)(17).~~
- (21) ~~None of the persons identified in the application pursuant to Sections S.E(1), S.E(2), or S.E(3) of this Ordinance has:~~
- ~~(a) failed to make a tax return;~~
 - ~~(b) filed a fraudulent return;~~
 - ~~(c) failed to pay all or part of any tax or penalty finally determined to be due;~~
 - ~~(d) failed to keep books and records;~~
 - ~~(e) failed to secure and display a certificate or sub-certificates of registration, if required; or~~
 - ~~(f) willfully violated any rule or regulation of the Department of Revenue relating to the administration and enforcement of tax liability.~~
- ~~235 ILCS 516-3.~~
- (22) ~~None of the persons or entities identified in the application pursuant to Sections S.E(1), S.E(2), or S.E(3) of this Ordinance is overdue on payment to the County of taxes, fees, fines, or penalties assessed against, or imposed on, any such individual or entity in connection with any establishment SELLING ALCOHOLIC LIQUOR.~~
- (23) ~~Applicant has current dram shop liability insurance.~~
- (24) ~~Applicant cooperated with the required investigations and inspections pursuant to Section 9.E of this Ordinance.~~
- (25) ~~Applicant has current application and Public Health Permit to operate on file with the Champaign-Urbana Public Health District.~~

C. Denial

If the COMMISSIONER determines that the APPLICANT has not met any one or more of the conditions set forth in Sections 10.A and 10.8 above, then the COMMISSIONER shall deny issuance of the provisional LIQUOR LICENSE and shall give the

APPLICANT a written notification and explanation of such denial of a provisional LICENSE.

If the criminal background information provided after issuance of the provisional LICENSE indicates the APPLICANT has not met any one or more of the conditions set forth in Sections 10A.1 or 10.B above, the COMMISSIONER may deny the annual LICENSE, and allow the provisional LICENSE to lapse after ninety (90) days of issuance. In such circumstances, the COMMISSIONER shall give the APPLICANT a written notification and explanation of such denial of an annual LICENSE. In addition, the COMMISSIONER may initiate proceedings to terminate, suspend, or revoke the provisional LICENSE.

- D. Notice and Effective Date of Decision
The COMMISSIONER'S notice of approval or denial shall be delivered in person or by certified US. mail, return receipt requested, postage prepaid, addressed to the APPLICANT'S mailing address as set forth in the application. The provisional or annual LIQUOR LICENSE shall be deemed approved or denied on the day that the notice of approval or denial is delivered in person or three (3) days after it is placed in the U.S. mail.
- E. Record
The COMMISSIONER shall cause to be kept an accurate record of every LIQUOR LICENSE application received and acted upon, and every annual or provisional LICENSE granted, together with all relevant information and material pertaining to such application and any LIQUOR LICENSE issued pursuant thereto.

Section 13. Revocation, Suspension, and Fines

- A. Basis for Suspension, Revocation, or Fine
Pursuant to the procedures set forth in Section 13.D below, the COMMISSIONER may suspend for up to thirty (30) days or revoke any LIQUOR LICENSE (~~provisional or annual~~), and/or fine LICENSEE if the COMMISSIONER, based on credible and reasonably reliable information and evidence, determined by a preponderance of the evidence that any one or more of the following has occurred:

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7684

RESOLUTION APPOINTING KEVIN CHALMERS TO THE
PHILO FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Kevin Chalmers to the Philo Fire Protection 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 Kevin Chalmers to the Philo Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Kevin Chalmers, 306 Emerald Lane, Philo IL 61864.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7685

PURCHASES NOT FOLLOWING PURCHASING POLICY

April 2011

FY2011

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 April 21, 2011 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

FOR COUNTY BOARD APPROVAL

4/21/11

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
ADVANCE CHECK DOCUMENTATION PROCEDURE VIOLATION						
County Board	080-010-534.98	VR#010-015	01/03/11	MLK Mistress of Ceremony	Jennifer Roscoe	\$ 50.00
County Board	080-010-534.98	VR#010-016	01/03/11	MLK music entertainment	Nathaniel Banks	\$ 150.00
County Board	080-010-534.98	VR#010-017	01/03/11	MLK entertainment	Dr Cynthia Turner	\$ 300.00
County Board	080-010-534.98	VR#010-018	01/03/11	MLK invocation speaker	Rev Leah Robberts-Mosser	\$ 25.00
County Board	080-010-534.98	VR#010-019	01/03/11	MLK benediction speaker	Pastor Lekevie Johnson	\$ 25.00
Have not received documentation for payments to these individuals. Asking approval to charge off expense without documentation.						
CREDIT CARD BILL PAID WITHOUT RECEIPT						
** Access Initiative	641-053-522.06	VR#641-077	03/17/11	Post office postage 2/24	Visa Cardmember Service	\$ 7.30
** Access Initiative	641-053-533.95	VR#641-077	03/17/11	Tripres.com refund 2/7	Visa Cardmember Service	\$ (122.62)
** Regional Planning	075-862-533.95	VR#029-850	03/29/11	Prairie Convention park 3/10	Visa Cardmember Service	\$ 10.00
** Sheriff	080-040-522.15	VR#040-093	04/04/11	Raceway gas 2/22	Visa Cardmember Service	\$ 43.33
CREDIT CARD CHARGES WITH TAX						
** Probation Services Fun	618-052-522.93	VR#618-080	03/11/11	Tax on brooms 3/1	Visa Cardmember Service	\$ 3.02
** Child advocacy Center	679-179-522.02	VR#679-026	3/16/2011	Tax on hammer & stakes 3/7	Visa Cardmember Service	\$ 3.01
FY2010 EXPENDITURES PAID IN FY2011						
** Regional Planning	075-744-534.51	VR#029-618	02/28/11	instructor travel 11/16	Holiday Inn Hotel & Conf Ctr	\$ 77.70
** Regional Planning	075-733-533.28	VR#029-815	03/22/11	Sanitary Service 11/23-30	CCT-Gen Corp	\$ 6.74
** GIS	850-623-533.42	VR#850-030	03/09/11	GPS equip maint. 2008-2010	University of Illinois	\$ 10,020.83
** Public Properties	080-071-533.50	VR#071-353	03/15/11	Gill bldg sanitary srv 11/19-30	Bear Properties	\$ 5.43
** Circuit Court	080-031-533.03	VR#031-101	03/03/11	Attorney service 11/8-30	Edwin Piraino	\$ 220.00
** Circuit Court	080-031-533.03	VR#031-106	03/10/11	Attorney service 6/29/10	Edwin Piraino	\$ 100.00
** Circuit Court	080-031-533.03	VR#031-107	03/10/11	Attorney service 8/3-11/30	Diana Lenik	\$ 80.00
** Nursing Home	081-various	VR#044-148	01/07/11	Contract nursing & F/C Nov	Alpha Care Health Profs	\$ 29,759.21
** Nursing Home	081-430-522.93	VR#044-149	01/07/11	Med supplies 11/2	Carle Medical Supply	\$ 211.80
** Nursing Home	081-450-522.93	VR#044-150	01/07/11	Temp sensor label 11/4	Ecolab Food Safety	\$ 58.55
** Nursing Home	081-430-534.65	VR#044-151	01/07/11	Contract Nursing 11/4	Fidelity on Call	\$ 288.00
** Nursing Home	081-430-522.var	VR#044-152	01/07/11	Drugs, briefs, med supl Nov	McKesson Medical Surgical	\$ 4,189.49
** Nursing Home	081-430-522.93	VR#044-153	01/07/11	Toothbrushes 11/2	Sunstar Americas Inc	\$ 120.00
** Nursing Home	081-410-522.01	VR#044-154	01/07/11	Envelopes 11/2	Upclose Graphics	\$ 194.66
** Nursing Home	081-450-522.var	VR#044-155	01/07/11	Food & dietary supl 11/2-5	Waugh Foods	\$ 8,868.97
** Nursing Home	081-430-533.51	VR#044-158	01/07/11	Cylinder rental 11/15	Depke Welding Supplies	\$ 17.40
** Nursing Home	081-430-534.83	VR#044-603	03/03/11	Medical service 6/8/10	Carle Foundation Hospital	\$ 97.92

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
** Nursing Home	081-430-534.83	VR#044-604	03/03/11	Medical svcs 4/20-11/23/10	Carle Physician Group	\$ 1,529.50
** Nursing Home	081-430-534.83	VR#044-655	03/03/11	Medical service 11/15	Christie Clinic	\$ 14.89
** Nursing Home	081-430-534.83	VR#044-657	03/03/11	Medical service 11/15	Christie Clinic	\$ 95.83
** Nursing Home	081-430-534.83	VR#044-660	03/03/11	Medical service 11/29	Christie Clinic	\$ 15.85
** Nursing Home	081-430-534.83	VR#044-661	03/03/11	Medical service 11/24	Christie Clinic	\$ 387.37
** Nursing Home	081-430-534.83	VR#044-662	03/03/11	Medical service 11/16	Christie Clinic	\$ 59.13
** Nursing Home	081-430-534.83	VR#044-674	03/03/11	Medical service 11/10	Christie Clinic	\$ 31.04
** Nursing Home	081-430-534.83	VR#044-745	03/09/11	Medical service 6/23	Provena Covenant Med Ctr	\$ 31.14
** Nursing Home	081-430-534.83	VR#044-746	03/09/11	Medical service 12/4/08	Provena Covenant Med Ctr	\$ 54.63
** Nursing Home	081-430-533.06	VR#044-772	03/17/11	Med director Dec'09-Feb'10	Carle Physician Group	\$ 6,000.00
** Nursing Home	081-410-533.07	VR#044-784	03/17/11	Background checks 11/30	IL State Police Bureau of ID	\$ 1,390.00
** Nursing Home	081-410-513.21	VR#044-819	03/18/11	Employee drug screens 11/24	Carle Physician Group	\$ 287.20
** Nursing Home	081-410-533.03	VR#044-895	03/24/11	Legal service 9/20	Meyer Capel Law Office	\$ 168.00
** Nursing Home	081-410-533.70	VR#044-959	03/31/11	Advertising 10/8	4Imprint Inc	\$ 537.49
** Nursing Home	081-430-534.83	VR#044-960	03/31/11	Resident X-rays 9/30	Mobile Diagnostic Services	\$ 180.00
** Nursing Home	081-430-534.83	VR#044-961	03/31/11	Nursing service 11/3-10	Carle Physician Group	\$ 1,239.70
** Head Start	104-var-533.07	VR#104-704	03/03/11	Translation service 9/6-11/22	Rogrigo Musuruana	\$ 132.00
** Head Start	104-var-533.06	VR#104-765	03/10/11	Nurse visit 10/26-11/22	Michele Spading	\$ 175.00
** Head Start	104-835-533.06	VR#104-910	03/28/11	Employee screenings 11/30	Carle Physician Group	\$ 85.85
** Head Start	104-835-522.96	VR#104-979	03/31/11	School supplies 10/15	Wal-Mart	\$ 42.91
** Correctional Center	080-140-533.06	VR#140-149	03/04/11	Medical service 3/28/10	Carle Foundation Physician	\$ 32.20
** Access Initiative Grant	641-053-533.84	VR#641-075	03/17/11	Meeting food 11/24	Capital Pizza	\$ 39.86
** Self-Funded Insurance	476-118-533.03	VR#118-033	03/10/11	Attorney service November	Heyl, Royster, Voelker, Allen	\$ 33.00

*****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. 7687

RESOLUTION AUTHORIZING AN AGREEMENT FOR HEALTH CARE SERVICES AT THE
CHAMPAIGN COUNTY JUVENILE DETENTION CENTER WITH HEALTH
PROFESSIONALS, LTD

WHEREAS, The County of Champaign (hereinafter "County") is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Champaign County Juvenile Detention Center (hereinafter "JDC"); and

WHEREAS, The objective of the County is to provide for the delivery of quality health care to the inmates and detainees of the JDC, in accordance with applicable law; and

WHEREAS, Health Professionals, Ltd. (hereinafter "HPL") is a corporation which administers correctional health care services and desires to provide such services to the County ; and

WHEREAS, An Agreement for Health Care Services at the Champaign County Juvenile Detention Center between the County and HPL has been prepared; and

WHEREAS, The agreement outlines the financial responsibilities and the scope of services of the parties; and

WHEREAS, The term of the agreement shall be September 1, 2010 through August 31, 2012;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Agreement for Health Care Services at the Champaign County Juvenile Detention Center with Health Professionals, Ltd.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

**AGREEMENT FOR HEALTH CARE SERVICES AT THE
CHAMPAIGN COUNTY JUVENILE DETENTION CENTER, ILLINOIS**
Effective September 1, 2010 through August 31, 2012

This Agreement for Inmate Health Services (hereinafter, the "AGREEMENT") entered into by and between the County of Champaign, a municipality in the State of Illinois, (hereinafter, the "COUNTY") acting by and through its duly elected Board of COUNTY Commissioners, (hereinafter the "BOARD") and Department of Probation and Court Services Director (hereinafter, "DIRECTOR"), and Health Professionals, Ltd., (hereinafter, "HPL") an Illinois corporation.

RECITALS

WHEREAS, the COUNTY is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Champaign County Juvenile Detention Center located at 400 S. Art Bartell Road, Urbana, IL 61802 (hereinafter, "DETENTION CENTER"); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the DETENTION CENTER (hereinafter, "DETENTION CENTER POPULATION"), in accordance with applicable law; and

WHEREAS, HPL is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the DETENTION CENTER POPULATION under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

DEFINITIONS

CONTRACT YEAR – The initial, and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT.

COUNTY INMATES/DETAINEES – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or DIRECTOR. COUNTY INMATES/DETAINEES may be housed in the DETENTION CENTER or in another jurisdiction's correctional facility. However, COUNTY INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this AGREEMENT unless HPL administers health care services at the other jurisdiction's facility and is specifically set forth below.

COVERED PERSONS – An INMATE/DETAINEE of the DETENTION CENTER who is: (1) part of the DETENTION CENTER's MADP; and (2) incarcerated in the DETENTION CENTER.

DETAINEE – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

HEALTH CARE STAFF – Medical, mental health and support staff provided by HPL.

INMATE – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

MONTHLY AVERAGE DAILY POPULATION (MADP) – The average number of INMATES/DETAINEES housed in the DETENTION CENTER on a daily basis for the period of one month. The MADP shall include, but separately list, OTHER COUNTY INMATES/DETAINEES. The MADP shall be figured by summing the daily population for the DETENTION CENTER and OTHER COUNTY INMATES/DETAINEES (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. DETENTION CENTER records shall be made available to HPL upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the DETENTION CENTER, and parolees and escapees shall not be considered part of the DETENTION CENTER's MADP.

NCCHC – The National Commission on Correctional Health Care.

ARTICLE I **HEALTH CARE SERVICES**

- 1.0 **SCOPE OF SERVICES.** HPL shall administer health care services and related administrative services at the DETENTION CENTER according to the terms and provisions of this AGREEMENT.
- 1.1 **GENERAL HEALTH CARE SERVICES.** HPL will arrange and bear the cost of the following health care services:
 - 1.1.1 **HEALTH ASSESSMENT.** A health assessment of a COVERED PERSON shall be performed as soon as possible, but no later than seven (7) calendar days after the INMATE/DETAINEE's arrival at the DETENTION CENTER. The health assessment shall follow current NCCHC guidelines.
 - 1.1.2 **SCHEDULED SICK CALL.** A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting. A physician will be available to see COVERED PERSONS at least once per week.
 - 1.1.3 **MENTAL HEALTH CARE.** HPL shall arrange and bear the cost of on-site mental health services for COVERED PERSONS which shall include

intake, evaluations, referrals, crisis management, suicide intervention, and individual therapy. HPL shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The COUNTY shall be responsible for the provision and cost of off-site or inpatient mental health services for the DETENTION CENTER POPULATION

ARTICLE II
HEALTH CARE STAFF

- 2.0 STAFFING HOURS. HPL shall provide HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth below:
- 2.0.1 A total of 28 hours per week of Registered Nurse services to be assigned by HPL.
 - 2.0.2 Up to 1.5 hours per week of Physician services to be assigned by HPL.
 - 2.0.3 Up to 2 hours per week of Mental Health Professional services to be assigned by HPL.
 - 2.0.4 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice;
 - 2.0.5 HPL shall provide an on-call physician and/or nurse available by telephone or pager, 24 hours per day and 7 days per week.
 - 2.0.6 HPL shall provide an on-call Mental Health Professional available by telephone or pager, 24 hours per day and 7 days per week
 - 2.0.7 Said hours may be re-allocated and subject to change as determined by mutual agreement of the DIRECTOR and HPL, but shall in all respects be consistent with the medical recommendations of HPL's licensed physician.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the DIRECTOR and HPL.
- 2.2 STAFFING CHANGES. HPL shall not change members of the HEALTH CARE STAFF without prior notice to the DIRECTOR.
- 2.3 STAFF SCREENING. The COUNTY and DIRECTOR shall screen HPL's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the DETENTION CENTER to ensure they do not constitute a security risk. The DIRECTOR shall have final approval of HPL's HEALTH

CARE STAFF, employees, agents and/or subcontractors in regards to security/background clearance.

- 2.4 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of correctional facility operations, if the DIRECTOR becomes dissatisfied with any member of the HEALTH CARE STAFF, the DIRECTOR shall provide HPL written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, HPL shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the DIRECTOR within ten (10) business days following HPL's receipt of the notice, HPL shall remove the individual from providing services at the DETENTION CENTER within a reasonable time frame considering the effects of such removal on HPL's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The DIRECTOR reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

ARTICLE III **ADMINISTRATIVE SERVICES**

- 3.0 **QUARTERLY REPORTS.** As requested by the DIRECTOR, HPL shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the DETENTION CENTER POPULATION.
- 3.1 **QUARTERLY MEETINGS.** As requested by the DIRECTOR, HPL shall meet quarterly, or as soon thereafter as possible, with the DIRECTOR, or designee, concerning health care services within the DETENTION CENTER and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.2 **MEDICAL RECORDS MANAGEMENT.** HPL shall provide the following medical records management services:
- 3.2.1 **MEDICAL RECORDS.** HPL HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the DETENTION CENTER to another location for off-site services or transferred to another institution. HPL will keep medical records confidential and shall not release any information contained in any medical record except as required by published DETENTION CENTER policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be

delivered to and remain with the DIRECTOR, as property of the DIRECTOR's office.

3.2.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.2.3 RECORDS AVAILABILITY. HPL shall make available to the DIRECTOR or COUNTY, unless otherwise specifically prohibited, at the DIRECTOR's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the DETENTION CENTER POPULATION hereunder.

3.3 UTILIZATION MANGEMENT. HPL shall review provider's bills for necessary and reasonableness (and advise the DIRECTOR if the service is unnecessary or unreasonable) and shall promptly code-in the Illinois Public Aid rate for all bills and furnish this information to the DIRECTOR in a timely fashion. HPL shall maintain and promptly furnish the DIRECTOR with names, dates and condition for which INMATES/DETAINEES are referred to other providers for service.

ARTICLE IV

PERSONS COVERED UNDER THIS AGREEMENT

4.0 GENERAL. Except as otherwise provided in this AGREEMENT, HPL shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.

4.1 TUBERCULOSIS TESTING. HPL HEALTH CARE STAFF shall conduct Tuberculosis skin tests for COVERED PERSONS, as well as, Detention Center Officers at no additional charge to the COUNTY. Tuberculosis testing solution (Tuberculin PPD). The COUNTY agrees to supply and bear the cost of Tuberculosis testing solution (Tuberculin PPD) and all other medical supplies necessary to conduct said tests including, but not limited to, syringes, alcohol preps, and Band-Aids.

4.2 EMERGENCY MEDICAL CARE FOR DETENTION CENTER EMPLOYEES AND VISITORS. HPL shall arrange for on-site first response emergency medical care as required for DETENTION CENTER employees, contractors and visitors to the DETENTION CENTER. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT
(Intentionally Omitted)

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. HPL shall not be responsible for any expenses not specifically covered under Articles I, II and III of this AGREEMENT. In the event that any of the health care services not covered by HPL under Articles I, II and III, or any services that are not listed within this AGREEMENT, are required for a member of the DETENTION CENTER POPULATION as a result of the medical judgment of a physician or HPL authorized personnel, HPL shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, DETENTION CENTER, and DIRECTOR and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the DIRECTOR shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. HPL shall identify to the DIRECTOR those members of the DETENTION CENTER POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the DETENTION CENTER or which may require extensive care while incarcerated.
- 7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the DIRECTOR shall provide HPL, at HPL's request, the COUNTY, DETENTION CENTER and/or DIRECTOR'S records (including medical records) relating to the provision of health care services to the DETENTION CENTER POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the DETENTION CENTER POPULATION (to the extent the COUNTY, DETENTION CENTER or DIRECTOR has control of, or access to, such records). HPL may request such records in connection with the

investigation of, or defense of, any claim by a third party related to HPL's conduct or to prosecute a claim against a third party. Any such information provided by the DIRECTOR to HPL that the DIRECTOR considers confidential shall be kept confidential by HPL and shall not, except as may be required by law, be distributed to any third party without prior written approval by the DIRECTOR.

- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the DETENTION CENTER shall not be employed or otherwise engaged or utilized by either HPL or the DIRECTOR in rendering any health care services to the DETENTION CENTER POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the DETENTION CENTER POPULATION and not involving access to DETENTION CENTER POPULATION records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE DETENTION CENTER FACILITY AND HPL. HPL and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of HPL, as well as for the security of the DETENTION CENTER POPULATION and DIRECTOR'S staff, consistent with a correctional setting. The DIRECTOR shall provide security sufficient to enable HPL, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. HPL, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the DIRECTOR while at the DETENTION CENTER or other premises under the DIRECTOR's direction or control. However, any HPL HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient in the unlikely events of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the COUNTY. HPL shall not be liable for any loss or damages resulting from HPL's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.5 DIRECTOR'S POLICIES AND PROCEDURES. HPL, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or DIRECTOR'S posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by HPL at the DETENTION

CENTER, and HPL may make a reasonable number of copies of any specific section(s) it wishes using the DIRECTOR'S photocopy equipment and paper.

- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the DETENTION CENTER POPULATION which has not been made available to HPL shall not be enforceable against HPL unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to HPL. HPL, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to HPL.
- 7.5.4 As requested by the DIRECTOR, HPL will review existing and proposed DIRECTOR's policies and procedures as relate to the delivery of medical and mental health services and confer with DIRECTOR's representative as necessary to 1) provide up to date policies and procedures that offer necessary and quality care to INMATES/DETAINEES and 2) to insure that DIRECTOR's policy and procedures are reasonably consistent with HPL policy and procedure.
- 7.6 DAMAGE TO EQUIPMENT. HPL shall not be liable for loss of or damage to equipment and supplies of HPL, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or DIRECTOR's employees.
- 7.7 SECURE TRANSPORTATION. The DIRECTOR shall provide security as necessary and appropriate in connection with the transportation of a member of the DETENTION CENTER POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by HPL. HPL shall coordinate with the DIRECTOR's office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The DIRECTOR shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the DETENTION CENTER health care facilities. At the termination of this AGREEMENT, HPL shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF DETENTION CENTER POPULATION. It is understood that the DIRECTOR shall provide for all the non-medical personal

needs and services of the DETENTION CENTER POPULATION as required by law. HPL shall not be responsible for providing, or liable for failing to provide, non-medical services to the DETENTION CENTER POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

- 7.10 DETENTION CENTER POPULATION INFORMATION. In order to assist HPL in providing the best possible health care services to COVERED PERSONS, the DIRECTOR shall provide, as needed, information pertaining to the COVERED PERSON that HPL and the DIRECTOR mutually identify as reasonable and necessary for HPL to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII COMPENSATION/ADJUSTMENTS

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to HPL under this AGREEMENT is Eighty-Seven Thousand Eight Hundred Twenty-Eight Dollars and eighty-eight cents (\$87,828.88) for a period of twelve (12) months. Each monthly payment shall be at Seven Thousand Three Hundred Nineteen Dollars and seven cents (\$7,319.07), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to HPL on the 1st day of September, 2010 for services administered in the month of September, 2010. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1st day of the month of the month of service.
- 8.1 QUARTERLY RECONCILIATION PROCESS. HPL will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:
- 8.1.1 ADJUSTMENT FOR STAFFING. The quarterly reconciliation shall include an adjustment based on the MADP of 40 COUNTY INMATES/DETAINEES and staffing hours. For each month in the quarter reconciled, if the DETENTION CENTER's MADP is greater than 40 COUNTY INMATES/DETAINEES and the actual staffing hours exceed those in Paragraph 2.0.1, 2.0.2 and 2.0.3, the compensation payable to HPL by the COUNTY shall be increased by the difference between hours provided and hours contracted at the current hourly rate for each position.

ARTICLE IX
TERM AND TERMINATION

- 9.0 **TERM.** The term of this AGREEMENT shall be two (2) years from September 1, 2010 at 12:01 a.m. through August 31, 2012 at 11:59 p.m. This AGREEMENT may renew for three additional one year periods on September 1st of each subsequent year with mutually agreed upon modifications, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.
- 9.0.1 **RENEWAL.** Upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, a modification in the annual compensation amount shall be negotiated between the parties. Should the parties reach said agreement after the renewal date, the agreed upon increase shall be retroactive to the date of the renewal. HPL reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties.
- 9.1 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for HPL, the COUNTY and the DIRECTOR shall act in good faith and make every effort to give HPL reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and DIRECTOR may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to HPL.
- 9.2 **TERMINATION DUE TO HPL'S OPERATIONS.** The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to HPL in the event that HPL discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 9.3 **TERMINATION FOR CAUSE.** The AGREEMENT may be terminated for cause under the following provisions:
- 9.3.1 **TERMINATION BY HPL.** Failure of the COUNTY and/or DIRECTOR to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by HPL upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY

shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to HPL. If the COUNTY provides a written response to HPL which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the HPL, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to HPL.

9.3.2 **TERMINATION BY COUNTY.** Failure of HPL to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the DIRECTOR or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice HPL shall have ten (10) days to provide a written response to the COUNTY. If HPL provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the DIRECTOR, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the DIRECTOR or the COUNTY.

9.4 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the DIRECTOR, the COUNTY or HPL may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving one hundred twenty (120) days advance written notice to the other party.

9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay HPL for all services rendered by HPL up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds.

9.6 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this AGREEMENT, HPL shall be allowed to remove from the DETENTION CENTER any stock medications or supplies purchased by HPL that have not been used at the time of termination. HPL shall also be allowed to remove its property from the DETENTION CENTER including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 10.0 **INSURANCE COVERAGE.** HPL shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:
- 10.0.1 **MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY.** Medical Malpractice/ Professional Liability insurance in an amount not less than \$2,000,000 per occurrence and \$10,000,000 in the aggregate.
- 10.0.2 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$2,000,000 per occurrence and \$10,000,000 in the aggregate.
- 10.0.3 **WORKER'S COMPENSATION.** Worker's Compensation coverage as required by applicable state law.
- 10.1 **ENDORSEMENTS.** The Comprehensive General Liability policy shall contain additional endorsements naming the Champaign County Juvenile Detention Center; the Champaign County Office of Probation and Court Services; the County of Champaign, a municipal corporation; Joseph J. Gordon, Director of the Champaign County Office of Probation and Court Services, and all subsequent Directors; and all employees of the Champaign County Office of Probation and Court Services, the Champaign County Juvenile Detention Center, and the County of Champaign as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.2 **PROOF OF INSURANCE.** HPL shall provide the COUNTY proof of professional liability or medical malpractice coverage for HPL's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. HPL shall promptly notify the DIRECTOR, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If HPL fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the DIRECTOR pursuant to the terms of Article IX.
- 10.3 **INDEMNIFICATION.** HPL agrees to indemnify and hold harmless the Champaign County Juvenile Detention Center; the Champaign County Office of Probation and Court Services; the County of Champaign, a municipal corporation; Joseph J. Gordon, Director of the Champaign County Office of Probation and Court Services, and all subsequent Directors; and all employees of the Champaign County Office of Probation and Court Services, the Champaign County Juvenile Detention Center, and the County of Champaign. from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind

whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of HPL, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. The COUNTY agrees to indemnify and hold harmless HPL, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of COUNTY, its agents, employees, or independent contractors. The COUNTY and DIRECTOR agree to promptly notify HPL in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and DIRECTOR agree that HPL's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to HPL as set forth above. Upon written notice of claim, HPL shall take all steps necessary to promptly defend and protect the COUNTY and DIRECTOR from an indemnified claim, including retention of defense counsel, and HPL shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.4 HIPAA. HPL, the COUNTY, DETENTION CENTER, and DIRECTOR and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, DETENTION CENTER and DIRECTOR and their employees and agents shall indemnify and hold harmless HPL from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the DIRECTOR and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of HPL.
- 10.5 SURVIVABILITY. The obligations under this Article X shall survive the termination of this AGREEMENT.

ARTICLE XI MISCELLANEOUS

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or DIRECTOR to exercise control or direction over the manner or methods by which HPL, its employees, agents or subcontractors perform hereunder, or HPL to exercise control or direction over the manner or methods by which the COUNTY or the DIRECTOR, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.

- 11.1 **SUBCONTRACTING.** In order to discharge its obligations hereunder, HPL may engage certain physicians as independent contractors rather than employees ("Contract Professionals"). HPL shall not engage any Contract Professional that does not meet the applicable professional licensing requirements and HPL shall exercise administrative supervision over such Contract Professionals as necessary to insure the strict fulfillment of the obligations contained in this AGREEMENT. As the relationship between HPL and these Contract Professionals will be that of independent contractor, HPL will not be considered or deemed to be engaged in the practice of medicine. Services provided by Contract Professionals under this AGREEMENT shall be provided in a manner reasonably consistent with the independent medical judgment the Contract Professional is required to exercise.
- 11.2 **AGENCY.** For purposes of asserting any statutory rights afforded to the COUNTY or the DETENTION CENTER to pay providers for medical services at certain reduced rates, COUNTY and/or DIRECTOR designate HPL as their agent to assert such rights and privileges.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** HPL will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. HPL will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 **WAIVER OF BREACH.** The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that HPL is neither bound by or aware of any other existing contracts to which either the DIRECTOR or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the DETENTION CENTER. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes,

lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

11.7 **ASSIGNMENT.** No party to this AGREEMENT may assign or transfer this AGREEMENT, or any part thereof, without the written consent of the other parties.

11.8 **NOTICES.** Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by first-class certified mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax numbers of the parties listed below:

If for HPL:
 Health Professionals, Ltd.
 General Counsel
 6200 South Syracuse Way, Suite 440
 Greenwood Village, CO 80111

If for COUNTY:
 Champaign County Probation and Court Services
 Director
 Champaign County Courthouse
 101 E. Main St.
 Urbana, IL 61801

If for HPL: (309) 272-1643	If for COUNTY: (217) 384-1264
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Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

11.9 **GOVERNING LAW.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

11.10 **COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

11.11 **TITLES OF PARAGRAPHS.** Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

11.12 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

11.13 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Champaign, Illinois

Health Professionals, Ltd.

By: _____
C. Pius Weibel
Title: Champaign County Board Chairman

By: _____
Douglas D. Goetz
Title: Chief Executive Officer

Date: _____

Date: _____

By: 
Joseph L. Gordon
Title: Director of the Dept. of Probation & Court Services

Date: 3/24/11

RESOLUTION NO. 7728

RESOLUTION AUTHORIZING A BUSINESS ASSOCIATE AGREEMENT
WITH HEALTH PROFESSIONALS, LTD

WHEREAS, The Champaign County Board has approved an Agreement for Health Care Services at the Juvenile Detention Center with Health Professionals Ltd.; and

WHEREAS, Health Professionals Ltd. Desires to enter into a Business Associate Agreement with Champaign County that address the requirements of the HIPAA Privacy Rule;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Business Associate Agreement with Health Professionals, Ltd.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

**BUSINESS ASSOCIATE AGREEMENT BETWEEN
HEALTH PROFESSIONALS, LTD.,
AND CHAMPAIGN COUNTY, ILLINOIS**

PURSUANT TO THE Health Insurance Portability and Accountability Act ("HIPAA") of 1996, P.L. 104-191, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (hereinafter the "HIPAA Privacy Rule"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") of 2009, P.L. 111-5, (cumulatively the "Health Privacy Laws"), Health Professionals, Ltd., (hereinafter "Covered Entity") and Champaign County, Illinois (hereinafter, "Business Associate"), (jointly "the Parties") wish to enter into an Agreement that addresses the requirements of the HIPAA Privacy Rule with respect to "Business Associates," as that term is defined in the HIPAA Privacy Rule.

I. BACKGROUND AND PURPOSE

The Parties have entered into one or more contracts for the Covered Entity to administer inmate health care services for the Business Associate (the "Underlying Contract(s)") which require Covered Entity to create, have access to, and maintain Protected Health Information (hereinafter "PHI") that is subject to the Health Privacy Laws. This Agreement shall supplement each of the Underlying Contract(s) only with respect to Business Associate's receipt and use of PHI under the Underlying Contract(s) to allow Covered Entity to comply with the Health Privacy Laws.

The Parties acknowledge and agree that in connection with the Underlying Contract(s), the Parties may create, receive use or disclose PHI as set forth in the HIPAA Privacy Rule.

PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the HIPAA Privacy Rule.

Therefore the Parties agree as follows:

II. DEFINITIONS

1. All capitalized terms of this Agreement shall have the meanings as set forth in the HIPAA Privacy Rule, unless otherwise defined herein.

III. GENERAL TERMS

1. In the event of inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Privacy Rule, as may be expressly amended from time to time by the Department of Health And Human Services (HHS) or as a result of interpretations of HHS, court or regulatory agencies, such mandatory terms of the HIPAA Privacy Rule shall prevail. In the event of a conflict among the interpretation of these entities, the conflict shall be resolved in accordance with rules of precedence.
2. Where provisions of this Agreement are different from those mandated by HIPAA Privacy Rule, but are nonetheless permitted by the Rule, the provisions of the Agreement shall control.
3. Except as expressly provided in the HIPAA Privacy Rule or this Agreement, this Agreement does not create any rights in third parties.

IV. SPECIFIC REQUIREMENTS

1. To the extent applicable to this Agreement, Business Associate agrees to comply with the Health Privacy Laws, the Administrative Simplification provisions of the HIPAA, and any current and future regulations promulgated under either HITECH or HIPAA, including without limitation the Federal Privacy Regulations, and the Federal Electronic Transactions Regulations, all as may be amended from time to time.

2. Business Associate shall not disclose PHI to any member of its workforce, unless Business Associate has advised such a person of Business Associate's obligation under this section and of the consequences of such action and for Business Associate of violating them. Business Associate shall take appropriate disciplinary action against any member of the workforce who uses or discloses PHI in violation of the Agreement.
3. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate and Business Associate may disclose PHI provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as allowed by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Business Associate agrees to enter into any further agreements as reasonably necessary to facilitate compliance with the Health Privacy Laws.
5. Business Associate agrees to establish appropriate administrative, technical, and physical safeguards to prevent the use or disclosure and to protect the confidentiality of PHI it receives from Covered Entity, and to prevent individuals not involved in the proper management and administration of the Business Associate from using or accessing the PHI. Business Associate shall provide Covered Entity such information concerning these safeguards as Covered Entity may from time to time request, and shall upon reasonable request give Covered Entity access, for information and copying, to Business Associate's facilities used for the maintenance and processing of PHI. This includes, but is not limited to, PHI for the purpose of determining Business Associate's compliance with this Agreement.
6. Business Associate agrees that it will immediately report to Covered Entity any use or disclosure of PHI received from Covered Entity that is not authorized by or otherwise constitutes a violation of this Agreement of which Business Associate becomes aware.
7. Business Associate agrees that if Covered Entity determines or has a reasonable belief that Business Associate may have used, made a decision or permitted access to PHI in a way that is not authorized by this Agreement, then Covered Entity may in its sole discretion require Business associate to: (a) promptly investigate and provide a written report to Covered Entity of the Business Associate's determination regarding any alleged or actual unauthorized disclosure access, or use; (b) cease such practices immediately; (c) return to Covered Entity, or destroy, all PHI; and (d) take any other action Covered Entity deems appropriate. Notwithstanding the above, Business Associate shall mitigate, to the extent feasible, any harmful effect that is known to the Business Associate.
8. Business Associate understands that Covered Entity is subject to State and Federal laws governing the confidentiality of PHI. Business Associate agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of Covered Entity.
9. Business Associate may use and/or disclose PHI that is De-Identified, as that term is defined in the current version of the Privacy Regulations, or as changed from time to time through written amendment, which includes the removal of all the identifiers listed in the Privacy Regulations so that Covered Entity could not have actual knowledge that the information could be used, alone or in combination with other data, to identify an individual.
10. Business Associate shall maintain a record of all authorizations and disclosures of PHI not otherwise provided for in this Agreement or the Underlying Contract(s), including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed,

and the purpose of the disclosure. Business Associate shall make such record available to Covered Entity on request.

11. Business Associate shall report to Covered Entity any unauthorized use or disclosure of PHI by Business Associate or its workforce or Business Associates, and the remedial action taken or proposed to be taken with respect to such use or disclosure.
12. Business Associate agrees that within thirty (30) days of receiving a written request from Covered Entity it will provide PHI necessary for Covered Entity to respond to an individual's request for access to PHI about the individual.
13. Business Associate agrees that, within fifteen (15) days of a request being made, it will provide Covered Entity with any PHI requested by Covered Entity.
14. Business Associate agrees to make available the information required to provide an accounting of disclosure in accordance with applicable law within sixty (60) days of a written request by Covered Entity.
15. Business Associate agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount of PHI necessary to achieve the purpose of which the request is made.

V. TERM AND TERMINATION

1. Term. The Term of this Agreement shall be effective September 1, 2010, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section. This provision shall pertain only to PHI provided by Covered Entity to Business Associate during the term of this Agreement, and shall not be interpreted to prevent Covered Entity from delivering all medical records to and remaining with Business Associate at the termination of this Agreement.
2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within such reasonable period of time as shall be specified by Covered Entity; or
 - b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
3. Effect of Termination.
 - a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS

1. Regulatory References. A reference in this Agreement to a section in the Health Privacy Laws means the section as in effect or as amended.
2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Privacy Laws or any applicable court decision.
3. Survival. The respective rights and obligations of Business Associate under Section V(3) of this Agreement shall survive the termination of this Agreement.
4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Health Privacy Laws.
5. Indemnification. Business Associate will indemnify and hold Covered Entity (including Covered Entity's Board of Directors, individually and collectively, and its officers, employers, agents, and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorney's fees and punitive damages which may arise against Covered Entity as a result of any violation of this Agreement by Business Associate.
6. Assignment. No assignment of this Agreement of the rights and obligations hereunder shall be valid without the specific written consent of both Parties, provided, however, that this Agreement may be assigned by Covered Entity to any successor entity operating Covered Entity, and such assignment shall forever release Covered Entity hereunder.
7. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
8. Severability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names or their official acts by their respective representatives, each of who is duly authorized to execute the same.

Covered Entity
Health Professionals, Ltd.

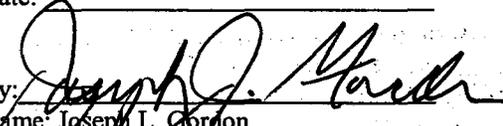
Business Associate
County of Champaign, Illinois

By: _____
Name: Douglas D. Goetz
Title: Chief Executive Officer

By: _____
Name: C. Pius Weibel
Title: Champaign County Board Chairman

Date: _____

Date: _____

By: 
Name: Joseph L. Gordon
Title: Director of the Department of Probation
and Court Services

Date: 3/29/11

RESOLUTION NO. 7688

RESOLUTION AUTHORIZING THE RENEWAL & AMENDMENT OF AN AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF HEALTHCARE & FAMILY SERVICES & THE CHAMPAIGN COUNTY STATE'S ATTORNEY

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 Illinois Department of Healthcare and Family Services (hereinafter "IDHFS") and the Champaign County State's Attorney desire to renew and amend the existing Agreement No. 2011-55-013; and

WHEREAS, The documentation of the renewal and amendment are provided in Agreement No. 2011-55-013-K2A;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into Agreement No. 2011-55-013-K2A between the Illinois Department of Healthcare and Family Services and Champaign County State's Attorney's Office.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7689

RESOLUTION APPROVING THE REPAYMENT GUIDELINES OF THE LOAN TO THE NURSING HOME FUND FROM THE GENERAL CORPORATE FUND

WHEREAS, The Champaign County Board authorized renewal of a loan from the General Corporate Fund to the Nursing Home Fund with Resolution 7575 on November 18, 2010; and

WHEREAS, The Nursing Home Board of Directors has recommended the following guidelines for the repayment of the outstanding loan:

1. The Nursing Home will make a good faith payment of \$12,000/year, beginning in FY2011, toward the retirement of the outstanding principal on this loan;
2. With FY2011, and every fiscal year thereafter, within 60 days of the close of the Fiscal Year, the Nursing Home will evaluate its ability to make an additional lump sum payment toward the retirement of this loan. An additional lump sum payment shall be made at this point each year, if the all of following criteria have all been met:
 - a. Accounts Payable for the Nursing Home is current at 30 days out;
 - b. The Nursing Home has not issued tax anticipation warrants on the property tax revenues for the ensuing fiscal year; and
 - c. The Nursing Home had reserved \$200,000 toward capital repair and replacement in the fiscal year just ended; and
 - d. The fiscal year end cash balance for the Nursing Home Fund is equivalent to at least 10% of the operating budget for the ensuing fiscal year.

The Nursing Home Board of Directors will provide a report to the County Board by March 1st of each year, documenting whether or not a lump sum payment shall be made and the basis for that decision.

3. Regardless of the requirements set forth in Paragraph 2 herein, the Nursing Home shall make final payment of any outstanding principal balance due on this loan in FY2026; the year after the final bond payment for the \$4 million Nursing Home Construction Bonds has been made; and

WHEREAS, The Committee of the Whole has approved the guidelines for the repayment of the outstanding loan to the Nursing Home;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the repayment guidelines for the outstanding loan of \$333,142 to the Nursing Home Fund from the General Corporate Fund as follows:

1. The Nursing Home will make a good faith payment of \$12,000/year, beginning in FY2011, toward the retirement of the outstanding principal on this loan;

- 2. With FY2011, and every fiscal year thereafter, within 60 days of the close of the Fiscal Year, the Nursing Home will evaluate its ability to make an additional lump sum payment toward the retirement of this loan. An additional lump sum payment shall be made at this point each year, if the all of following criteria have all been met:
 - a. Accounts Payable for the Nursing Home is current at 30 days out;
 - b. The Nursing Home has not issued tax anticipation warrants on the property tax revenues for the ensuing fiscal year; and
 - c. The Nursing Home had reserved \$200,000 toward capital repair and replacement in the fiscal year just ended; and
 - d. The fiscal year end cash balance for the Nursing Home Fund is equivalent to at least 10% of the operating budget for the ensuing fiscal year.

The Nursing Home Board of Directors will provide a report to the County Board by March 1st of each year, documenting whether or not a lump sum payment shall be made and the basis for that decision.

Regardless of the requirements set forth in Paragraph 2 herein, the Nursing Home shall make final payment of any outstanding principal balance due on this loan in FY2026; the year after the final bond payment for the \$4 million Nursing Home Construction Bonds has been made

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 21st day of April, A.D. 2011.

 C. Pius Weibel, Chair
 Champaign County Board

ATTEST: _____
 Gordy Hulten, County Clerk
 and ex-officio Clerk of the
 Champaign County Board

RESOLUTION NO. 7690

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR
AFSCME GENERAL UNIT WAGE REOPENER

WHEREAS, The Champaign County Board and the American Federation of Federal, State, County, and Municipal Employees Council 31, Local 900A have entered into a Collective Bargaining Agreement for the General Unit; and

WHEREAS, The Memorandum of Understanding - incorporated as Attachment A to this resolution - has been prepared with respect to the current General Unit Collective Bargaining Agreement between the County and AFSCME concerning the wage reopener; and

WHEREAS, The Memorandum of Understanding shall not create any rights or obligations except as specifically stated therein, shall not create any obligation to bargain except as specifically stated therein, and shall not be considered a past practice for any purpose;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County that the County Board Chair is hereby authorized and directed to execute the Memorandum of Understanding, as set forth in Attachment A to this resolution, modifying the General Unit Collective Bargaining Agreement with the American Federation of Federal, State, County, and Municipal Employees Council 31.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

As a result of the December 1, 2010 wage reopener negotiations, the parties agree that Article XXIX, of the Collective Bargaining Agreement effective December 1, 2009 through November 30, 2011 is modified as follows.

ARTICLE XXIV
WAGES

24.00. Effective December 1, 2010, all current Employees in this bargaining unit shall receive an hourly rate increase of the greater of 2.5 percent of their regular hourly rate or the step, if an employee is eligible for a step based on their years of service as of December 1, 2010 and as documented in the Table below. Any new hires or promotions of current employees which occur during the term of this agreement shall adhere to the following scale.

Any new hires or promotions of current employees which occur during the term of this Agreement shall adhere to the following scale.

FY2011	Grade C	Grade D	Grade E	Grade F	Grade G	Grade H	Grade I	% Value of Step
Start	\$10.16	\$11.51	\$13.55	\$14.53	\$16.00	\$17.66	\$19.98	
7	\$12.19	\$13.81	\$16.26	\$17.44	\$19.20	\$21.19	\$23.98	20.0%
15	\$14.22	\$16.11	\$18.97	\$20.34	\$22.40	\$24.72	\$27.97	16.7%

I have read and understood this Memorandum of Understanding, and I agree that this represents the mutual understanding of the Employer and the Union.

C. Pius Weibel,
Champaign County Board Chair

Date

Tony Fabri,
Champaign County Auditor

Date

Duane Northrup,
Champaign County Coroner

Date

Gordy Hulten,
Champaign County Clerk

Date

Barb Frasca,
Champaign County Recorder

Date

Dan Walsh,
Champaign County Sheriff

Date

Dan Welch
Champaign County Treasurer

Date

Nora Stewart,
AFSCME Local 900 President

Date

Tara McCauley
AFSCME Council 31 Staff Representative

Date

AFSCME Bargaining Committee

Date

**Closed Meeting Minutes Review – County Board
April 2011**

Date of Minutes	Yes, Keep Confidential	No, Place in Open Files
May 18, 1993		
February 16, 1999		
July 20, 1999		
January 25, 2000		
March 22, 2000		
March 30, 2000		
August 22, 2000		
August 31, 2000		
September 11, 2000		
September 19, 2000		
December 19, 2000		
January 16, 2001		
March 20, 2001		
April 17, 2001 – 8:55 p.m.		
April 17, 2001 – 9:50 p.m.		
July 10, 2001		
August 21, 2001		
September 19, 2001		
October 16, 2001 – 7:53 p.m.		
October 16, 2001 – 9:18 p.m.		
January 23, 2002 – 8:01 p.m.		

January 23, 2002 – 8:25 p.m.		
June 5, 2003		
June 19, 2003		
August 21, 2003		
September 4, 2003		
January 22, 2004 – 10:30 p.m.		
January 22, 2004 – 10:42 p.m.		
May 6, 2004 – 10:06 p.m.		
May 6, 2004 – 10:14 p.m.		
May 20, 2004		
June 24, 2004		
July 8, 2004 – 7:56 p.m.		
July 8, 2004 – 8:08 p.m.		
July 8, 2004 – 8:46 p.m.		
August 5, 2004		
February 24, 2005		
March 31, 2005		
April 21, 2005		
July 21, 2005		
October 20, 2005		
November 17, 2005		
December 20, 2005		
January 26, 2006		

February 23, 2006 – 7:28 p.m.		
February 23, 2006 – 7:42 p.m.		
March 28, 2006		
April 11, 2006 – 8:10 p.m.		
April 11, 2006 – 9:09 p.m.		
April 20, 2006 – 9:10 p.m.		
April 20, 2006 – 9:31 p.m.		
May 18, 2006 – 8:57 p.m.		
May 18, 2006 – 9:11 p.m.		
June 6, 2006		
June 22, 2006 – 8:45 p.m.		
June 22, 2006 – 11:14 p.m.		
June 22, 2006 – 12:19 a.m.		
August 24, 2006		
September 21, 2006 – 9:35 p.m.		
September 21, 2006 – 9:45 p.m.		
October 19, 2006		
October 25, 2006		
November 21, 2006 – 10:53 p.m.		
November 21, 2006 – 11:15 p.m.		
February 22, 2007		
February, 26, 2007		
March 29, 2007		

May 9, 2007		
May 24, 2007 – 7:34 p.m.		
May 24, 2007 – 10:00 p.m.		
May 29, 2007		
June 4, 2007		
June 21, 2007 – 8:20 p.m.		
June 21, 2007 – 8:48 p.m.		
July 26, 2007 – 9:02 p.m.		
July 26, 2007 – 9:12 p.m.		
August 23, 2007 – 9:59 p.m.		
August 23, 2007 – 10:05 p.m.		
September 20, 2007 – 8:02 p.m.		
September 20, 2007 – 8:13 p.m.		
September 20, 2007 – 8:25 p.m.		
October 18, 2007		
November 20, 2007		
December 18, 2007 – 8:45 p.m.		
December 18, 2007 – 9:40 p.m.		
January 24, 2008		
February 21, 2008 – 8:14 p.m.		
February 21, 2008 – 8:39 p.m.		
April 24, 2008		
May 22, 2008 – 9:23 p.m.		

May 22, 2008 – 10:56 p.m.		
June 19, 2008		
October 21, 2008 – 8:45 p.m.		
October 21, 2008 – 9:03 p.m.		
October 21, 2008 – 9:35 p.m.		
November 20, 2008		
February 19, 2009		
March 19, 2009		
April 23, 2009 – 6:33 p.m.		
April 23, 2009 – 7:40 p.m.		
April 23, 2009 – 7:54 p.m.		
April 23, 2009 – 8:52 p.m.		
May 21, 2009		
July 23, 2009 – 6:18 p.m.		
July 23, 2009 – 8:36 p.m.		
August 20, 2009		
December 17, 2009 – 7:45 p.m.		
December 17, 2009 – 8:35 p.m.		
February 18, 2010 7:38 p.m.		
February 18, 2010 7:47 p.m.		
March 18, 2010 9:51 p.m.		
March 18, 2010 10:05 p.m.		
March 18, 2010 10:23 p.m.		

May 11, 2010-- Study Session		
*September 23, 2010		
*November 18, 2010		

***Minutes not previously approved in semi-annual review.**

ORDINANCE NO. 884

**ORDINANCE AMENDING ZONING ORDINANCE
675-AT-10**

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation for approval, and forwarded to this Board Case Number 675-AT-10;

WHEREAS, the Champaign County Board believes it is for the best interests of the County and for the public good and welfare to amend the Champaign County Zoning Ordinance in a manner hereinafter provided;

NOW, THEREFORE BE IT ORDAINED, by the Champaign County Board, Champaign County, Illinois, that Resolution No. 971, *The Zoning Ordinance of the County of Champaign, Illinois* be amended in the manner attached hereto.

PRESENTED, PASSED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

SIGNED:

ATTEST:

C. Pius Weibel, Chair
Champaign County Board
Champaign, Illinois

Gordy Hulten, County Clerk and *Ex Officio*
Clerk of the Champaign County Board

Part A

- 1. In the first four paragraphs of Section 8 clarify that nonconforming dwellings may be expanded as authorized herein.**

Within the DISTRICTS established by this ordinance or by amendments that may later be adopted, there exist LOTS, PREMISES, STRUCTURES, ACCESSORY STRUCTURES, USES, and ACCESSORY USES of land which were lawful before this ordinance was effective or amended, but which would be prohibited, regulated, or restricted under the provisions of this ordinance or future amendments.

It is the intent of this ordinance to permit these non-conformities to continue until they are removed, except as otherwise herein provided, but not to encourage their survival. Such non-conformities are declared by this ordinance to be incompatible with the permitted STRUCTURES and USES of land and STRUCTURES in the DISTRICTS involved. It is further the intent of this ordinance that such NONCONFORMING USES of land, PREMISES, or STRUCTURES or ACCESSORY STRUCTURES shall not be enlarged upon, expanded, or extended except as provided for herein, nor to be used as grounds for adding other STRUCTURES or USES prohibited elsewhere in the same DISTRICT.

A NONCONFORMING USE of land, PREMISES, STRUCTURES or ACCESSORY STRUCTURES shall not be enlarged, expanded, or extended after October 10, 1973, or after the effective date of an ordinance amendment rendering such USE NONCONFORMING except as otherwise herein provided. Attachment to a STRUCTURE, PREMISES, or land, of any additional SIGNS intended to be seen off the PREMISES, or land, shall be prohibited. The addition of other USES which are prohibited in the DISTRICT involved shall not be permitted.

A NONCONFORMING USE or a NONCONFORMING STRUCTURE which is nonconforming only because of failure to provide required off-street PARKING SPACES or LOADING BERTHS shall have all the rights of a conforming USE or STRUCTURE provided that no further reduction of off-street PARKING or LOADING BERTHS takes place.

- 2. Revise subsection 8.1.2 to authorize that nonconforming lots may be used separately if authorized by variance.**

8.1.2 Once two or more contiguous LOTS or combination of LOTS and portions of LOTS which individually do not meet any dimensional, geometric, LOT ACCESS or other standards are brought into common ownership the LOTS involved shall be considered to be a single LOT for the purpose of this ordinance. No portion of said LOT shall be used separately or conveyed to another owner which does not meet all the dimensional, geometric, LOT ACCESS and other

standards established by this ordinance unless a VARIANCE is granted by the BOARD in accordance with Section 9.1.9.

Part B

1. Revise paragraph 8.2.1 B. as follows:

- a. Limit applicability to the total expansion since October 10, 1973.**
- b. Increase the limit on expansion of a single family dwelling that is a nonconforming use of land provided that a variance is required if there is more than one principal use on the lot and the lot area is less than required in Section 4.3.4.**
- c. Eliminate the limit on the amount of accessory buildings.**

B. A SINGLE FAMILY DWELLING that is a NONCONFORMING USE of land may be expanded as follows:

- 1. A SINGLE FAMILY DWELLING that is a NONCONFORMING USE of land and was 1,200 square feet or less in building floor area (not including basement) on October 10, 1973, may expand up to a total building floor of 1,500 square feet provided that a VARIANCE is required if there is more than one PRINCIPAL USE on the LOT and the LOT AREA is less than required in Section 4.3.4. The expansion may occur all at one time as part of a total reconstruction or replacement as authorized by Section 8.6.
- 2. A SINGLE FAMILY DWELLING that is a NONCONFORMING USE of land and exceeded 1,200 square feet in building floor area (not including basement) on October 10, 1973, may be expanded by a total of 200 square feet or 25% of building floor area, whichever is greater, compared to the building floor area that existed on October 10, 1973, provided that a VARIANCE is required if there is more than one PRINCIPAL USE on the LOT and the LOT AREA is less than required in Section 4.3.4. The expansion may occur all at one time as part of a total reconstruction or replacement as authorized by Section 8.6.
- 3. Expansion of existing or construction of any new ACCESSORY BUILDING or STRUCTURE shall conform to the regulations and standards for the DISTRICT in which it is located.

2. **Revise paragraph 8.2.1 C. so that the limit on expansion applies to the total expansion since October 10, 1973.**

C. NONCONFORMING nonresidential USES which are permitted as of right in the R-1, Single Family Residence District and are not otherwise permitted by Special Use Permit may be expanded by a total of no more than 25% of building floor area compared to the building floor area that existed on October 10, 1973, and height, lot coverage, and off-street parking and loading area only if a VARIANCE is granted by the BOARD in accordance with Section 9.1.9.

3. **Revise subsection 8.2.2 to provide that a single family dwelling that is a nonconforming use may be moved if authorized by variance.**

8.2.2 No such NONCONFORMING USE of land shall be moved in whole or in part to any other portion of the LOT or tract of land occupied on the effective date of adoption or amendment of this ordinance except that a SINGLE FAMILY DWELLING that is a NONCONFORMING USE of land (including any ACCESSORY BUILDING or ACCESSORY STRUCTURE) may be moved on the LOT provided that a VARIANCE is granted by the BOARD in accordance with Section 9.1.9. Expansion as authorized in 8.2.1 B. shall not be considered moving of the NONCONFORMING USE.

4. **In Subsection 8.2.3 clarify “ceases”.**

8.2.3 If any such NONCONFORMING USE of land ceases for any reason for a period of more than 180 consecutive days except for seasonal vacations lasting less than 274 consecutive days and that occur no more often than once in any 365 consecutive days or except when actively marketed for sale or rent by either the posting of a sign on the front LOT LINE of the property or when marketed by other affirmative means, any subsequent USE of such land shall conform to the regulations and standards set by this ordinance for the DISTRICT in which such land is located.

Part C

1. **Revise subsection 8.3.1 to authorize that a nonconforming structure may be enlarged in a way that increases the nonconformity if authorized by variance.**

8.3.1 No such STRUCTURE may be enlarged or ALTERED in a way which increases its nonconformity unless a VARIANCE is granted by the BOARD in accordance with Section 9.1.9.

2. **Revise subsection 8.3.3 to authorize that a nonconforming structure may be moved without conforming to the regulations if authorized by variance.**

8.3.3 Should any STRUCTURE be moved for any reason for any distance whatever, it shall thereafter conform to the regulations and standards for the DISTRICT in which it is located after it is moved unless a VARIANCE is granted by the BOARD in accordance with Section 9.1.9.

Part D

1. **Revise Subsections 8.4.1 and 8.4.2 to authorize that a single family dwelling that is a nonconforming use may be expanded or reconstructed as authorized in 8.2.**

8.4.1 No existing STRUCTURE devoted to a USE not permitted by this ordinance in the DISTRICT in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or ALTERED except in changing the USE of such STRUCTURE to a USE permitted in the DISTRICT in which it is located except as follows:

- A. A SINGLE FAMILY DWELLING that is a NONCONFORMING USE of land (including any ACCESSORY BUILDING or ACCESSORY STRUCTURE) may be constructed, reconstructed, or ALTERED without changing the USE to a permitted USE and may also be enlarged or moved without changing the USE as otherwise herein provided.
- B. As otherwise herein provided for structures used for other than A SINGLE FAMILY DWELLING.

8.4.2 Any NONCONFORMING USE may be extended throughout any parts of the BUILDING or STRUCTURE which were manifestly arranged or designed for such USE at the effective date of adoption, or amendment, of this ordinance, but no such USE shall be extended to occupy land outside of such STRUCTURE except as otherwise herein provided.

2. **In Subsection 8.4.5 clarify “abandoned” and “discontinued”.**

8.4.5 When a NONCONFORMING USE of a BUILDING or STRUCTURE or of a PREMISES is discontinued or abandoned for 180 consecutive days or for 540 days during any 1,095 day period except for seasonal vacations lasting less than 274 consecutive days and that occur no more often than once in any 365 consecutive days or except when actively marketed for sale or rent by either the posting of a sign on the front LOT LINE of the property or when marketed by other affirmative means, the STRUCTURE or the PREMISES shall thereafter not

be used except in compliance with the regulations and standards of the DISTRICT in which it is located.

3. In Subsection 8.4.6 provide for replacement of a single family dwelling that is a nonconforming use.

8.4.6 Where NONCONFORMING USE status applies to a PREMISES, removal or destruction of the STRUCTURE shall eliminate the NONCONFORMING USE status of the land, except as it may qualify as a NONCONFORMING LOT of record except as otherwise herein provided.

Part E

1. Revise Subsection 8.6 to authorize the following:

- a. a single family dwelling that is a nonconforming use may be expanded as authorized in subsection 8.2.1 or reconstructed as authorized in subsection 8.4.1.**
- b. a single family dwelling that is a nonconforming use has no limit on the value of repair or replacement.**
- c. Any structure that is nonconforming may be granted a variance to authorize a higher value of repair or replacement .**

8.6 Repairs or Maintenance

On any STRUCTURE devoted in whole or in part to any NONCONFORMING USE, or which itself is NONCONFORMING, work may be done in a period of 365 consecutive days on ordinary repairs or on repair or replacement of non-bearing walls, fixtures, wiring, or plumbing, to an extent not to exceed 10% of the then current replacement value of the STRUCTURE, provided that the volume of such BUILDING or the size of such STRUCTURE as it existed at the effective date of the adoption, or amendment, of this ordinance shall not be increased except as follows:

- A. As otherwise herein provided; and**
- B. There is no limit on the value of repair or replacement for a SINGLE FAMILY DWELLING that is a NONCONFORMING USE of land (including any ACCESSORY BUILDING or ACCESSORY STRUCTURE) including repair or replacement of bearing walls or other structural features.**

- C. On any STRUCTURE that is NONCONFORMING a VARIANCE may be granted by the BOARD to authorize a higher value of repair or replacement including repair or replacement of bearing walls or other structural features.

Nothing in this ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any STRUCTURE or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

Part F

1. **In paragraph 9.1.2 C. require the Zoning Administrator to provide a notice of nonconforming zoning on any permit for a single family dwelling in a district in which a single family dwelling is not an authorized principal use.**

C. Issuance of Zoning Use Permit

1. The Zoning Administrator shall retain the original copy of the Zoning Use Permit and shall mark such Permit whether approved or disapproved and for any Zoning Use Permit authorizing construction on a SINGLE FAMILY DWELLING that is a NONCONFORMING USE of land in a zoning DISTRICT in which a SINGLE FAMILY DWELLING is not an authorized PRINCIPAL USE, the Zoning Use Permit shall include a notice that the zoning district does not authorize a SINGLE FAMILY DWELLING as a PRINCIPAL USE and shall indicate in general the types of PRINCIPAL USE authorized as either business uses or industrial uses.

Part G

1. **In Section 3 revise Definitions so that “nonconforming” only applies to nonconformities that existed upon the effective date of adoption or amendment of the ordinance.**

NONCONFORMING LOT, STRUCTURE or USE: A LOT, SIGN, STRUCTURE, or USE that existed on the effective date of adoption or amendment of this ordinance and which does not conform to the regulations and standards of the DISTRICT in which it is located.

RESOLUTION NO. 7691

**RESOLUTION APPROVING SUBDIVISION CASE 196-11
SWANSON SUBDIVISION**

WHEREAS, the Champaign County Board has reviewed the Final Plat, subdivision application, and supporting documents for the Swanson Subdivision, a Minor Residential Subdivision located in Compromise Township, Champaign County, Illinois; and

WHEREAS, the Champaign County Board has considered the recommendation of the Environment and Land Use Committee and voted to approve the Final Plat of the Swanson Subdivision, Case 196-11, and to grant the following waivers pursuant to Section 18 of the Champaign County Subdivision Regulations, namely: (1) waiver of the requirement of paragraph 8.1.2 d. for a subsidiary drainage plat; (2) waiver of the requirement of paragraph 9.1.2 q. for percolation test data at a minimum frequency of one test hole for each lot in the approximate area of the proposed absorption field; and (3) waiver of the requirement of paragraph 9.1.2 r. for certification of the proposed lot and soil characteristics for private septic disposal systems;

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves Subdivision Case 196-11 Swanson Subdivision, with the following waivers pursuant to Section 18 of the Champaign County Subdivision Regulations: (1) waiver of the requirement of paragraph 8.1.2 d. for a subsidiary drainage plat; (2) waiver of the requirement of paragraph 9.1.2 q. for percolation test data at a minimum frequency of one test hole for each lot in the approximate area of the proposed absorption field; and (3) waiver of the requirement of paragraph 9.1.2 r. for certification of the proposed lot and soil characteristics for private septic disposal systems.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Gordy Hulten, County Clerk and
ex officio Clerk of the County Board

RESOLUTION NO. 7692

RESOLUTION OPPOSING HB1626 ESTABLISHING PROTEST RIGHTS FOR SPECIAL USE PERMITS

WHEREAS, uses authorized by Special Use Permit are generally considered to be uses that are generally acceptable anywhere in the zoning district but that require review by the Zoning Board of Appeals for any specific location in the zoning district pursuant to a public hearing with a legal advertisement and mailed notice to neighbors; and

WHEREAS, the Special Use Permit is especially useful in regards to rural zoning and approximately one-third of the nearly 1,000 different kinds of uses that are authorized in the Champaign County Zoning Ordinance are authorized by Special Use Permit including grain elevators; farm chemical and fertilizer sales facilities; many kinds of public facilities such as government buildings and sewage and water treatment plants; rural specialty businesses; recreational uses; and even manufacturing in manufacturing districts; and

WHEREAS, a Special Use Permit is not a change in zoning designation and protest rights do not currently apply; and

WHEREAS, protest rights do apply to Zoning Map Amendments which are a change in zoning designation; and

WHEREAS, HB1626 has been proposed to establish protest rights for all Special Use Permits; and

WHEREAS, if adopted HB1626 would even make expansion of existing facilities subject to protest rights even though there would no change in use or zoning; and

WHEREAS, the Champaign County Board believes that HB1626 would be detrimental overall to County zoning;

NOW, THEREFORE, BE IT RESOLVED, by the Champaign County Board, Champaign County, Illinois, as follows:

1. The County Administrator is hereby directed to provide copies of this Resolution to all of the legislators that represent any part of Champaign County in either house of the State Legislature and the bill's sponsors.

PRESENTED, PASSED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

SIGNED:

ATTEST:

C. Pius Weibel, Chair
Champaign County Board

Gordy Hulten, County Clerk &
ex officio Clerk of the County Board

RESOLUTION NO. 7693

RESOLUTION APPROPRIATING COUNTY MOTOR FUEL TAX FUNDS
FOR THE SALARY AND ESTIMATED EXPENSES
OF THE COUNTY ENGINEER FOR
THE PERIOD FROM DECEMBER 1, 2010 THRU NOVEMBER 30, 2011

WHEREAS, Legislation enacted by the 58th General Assembly amending the law with reference to County Engineers permitting the payment of salary and expenses for the County Engineer out of any general or highway funds of the County; and

WHEREAS, Motor Fuel Tax funds allotted to the County, are considered as highway funds; and

WHEREAS, The County has sufficient Surface Transportation Program funds available and desires to use a portion of said funds to pay a portion of the County Engineer's salary;

NOW, THEREFORE, BE IT RESOLVED, By the County Board of Champaign County, Illinois, the sum of One Hundred Twenty-three Thousand Two Hundred Eighty-six Dollars and Sixty-six Cents (\$123,286.66) for Salary from December 1, 2010 thru November 30, 2011. Also, the sum of Twenty Thousand Nine Hundred Fifty-two Dollars and Sixteen Cents (\$20,952.16) for Estimated Expenses of the County Engineer, which are approved by the Champaign County Highway and Transportation Committee in accordance with the Champaign County Personnel Policy, be and it is hereby appropriated as follows:

From Motor Fuel Tax Funds: One Hundred Forty-four Thousand Two Hundred Thirty-eight Dollars and Eighty-two Cents (\$144,238.82) for the period from December 1, 2010 thru November 30, 2011; and

BE IT FURTHER RESOLVED, That the County hereby authorizes the sum of Sixty-one Thousand Six Hundred Forty-three Dollars and Thirty-three Cents (\$61,643.33) of their Surface Transportation Program Funds to be made available to the Illinois Department of Transportation for the State's use in exchange for an equal amount of State Funds. The State funds shall not exceed Fifty Percent (50%) of the County Engineer's annual salary; and

BE IT FURTHER RESOLVED, By the County Board of Champaign County, Illinois that the Department of Transportation, Division of Highways of the State of Illinois, be and they are hereby requested to forward a certification, covering the above appropriation to the County Treasurer, as soon as possible; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to Mr. Joseph Crowe, District Engineer, Illinois Department of Transportation, Paris, Illinois, for approval.

PRESENTED, ADOPTED, APPROVED AND RECORDED This 21st day of April A.D., 2011.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Gordy Hulten, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. 7694

RESOLUTION APPROPRIATING COUNTY MOTOR FUEL TAX FUNDS
FOR COUNTY ROADS MAINTENANCE
FOR THE PERIOD FROM
JANUARY 1, 2011 THRU DECEMBER 31, 2011
SECTION #11-00000-00-GM

BE IT RESOLVED, The County Board of Champaign, that there is hereby appropriated the sum of Seven Hundred Ninety-four Thousand Six Hundred Seventy Dollars (\$794,670.00) from the County's Motor Fuel Tax allocations for County Roads Maintenance and meeting the requirements of the Illinois Highway Code; and

BE IT FURTHER RESOLVED, That the above designated County Roads be maintained under the provisions of said Illinois Highway Code during the year ending December 31, 2011; and

BE IT FURTHER RESOLVED, That the County Engineer shall, as soon as practicable after the close of the period as given above, submit to the Illinois Department of Transportation, Division of Highways, on forms furnished by said Department, a certified statement showing expenditures from the balances remaining in the appropriation; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, Springfield, Illinois, through its District Engineer.

PRESENTED, ADOPTED, APPROVED AND RECORDED This 21st day of April A.D., 2011.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Gordy Hulten, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

Resolution No. 7694

I, Gordy Hulten, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign County at its county Board Meeting held at Urbana, Illinois, on June 24, 2010.

IN TESTIMONY, WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this _____ day of _____ A.D., 2010.

(SEAL) _____ County Clerk

APPROVED

Date

Department of Transportation

District Engineer

RESOLUTION NO. 7695

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR
TO SIGN A JOINT AGREEMENT WITH IDOT FOR
SECTION #10-00962-00-BR

WHEREAS, Champaign County and The Illinois Department of Transportation wish to enter into an Illinois Department of Transportation/Local Agency Agreement For Federal Participation for a project located on County Roads 11 to replace bridge #010-4306 in Champaign County known as Section #10-00962-00-BR.

NOW, THEREFORE, BE IT RESOLVED, That the Chair of the County Board of Champaign County is hereby authorized to sign the aforementioned agreement on behalf of Champaign County, and bind the County to the terms contained therein.

PRESENTED, ADOPTED, APPROVED and RECORDED This 21st day of April A.D., 2011.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Gordy Hulten, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. 7697

RESOLUTION APPOINTING JONATHAN SCHROEDER TO THE
ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, The resignation of Greg Knott from the Champaign County Board created a vacancy on the Economic Development Corporation; and

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Jonathan Schroeder to the Economic Development Corporation to fill this vacancy; 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 Jonathan Schroeder to the Economic Development Corporation;

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7698

RESOLUTION APPOINTING DEBRA GRIEST
TO THE SITE ASSESSMENT UPDATE COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Debra Griest to the Site Assessment Update 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 Debra Griest to the Site Assessment Update Committee for a term commencing April 22, 2011 and ending November 1, 2011; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Debra Griest, 1802 Cindy Lynn, Urbana IL 61802.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7699

**RESOLUTION APPOINTING ELIZABETH JONES
TO THE SITE ASSESSMENT UPDATE COMMITTEE**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Elizabeth Jones to the Site Assessment Update 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 Elizabeth Jones to the Site Assessment Update Committee for a term commencing April 22, 2011 and ending November 1, 2011; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Elizabeth Jones, 805 S. Jeffrey Drive, Mahomet IL 61853.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7700

RESOLUTION APPOINTING KYLE KRAPF
TO THE SITE ASSESSMENT UPDATE COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Kyle Krapf to the Site Assessment Update 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 Kyle Krapf to the Site Assessment Update Committee for a term commencing April 22, 2011 and ending November 1, 2011; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Kyle Krapf, 809 Riverside, Mahomet IL 61853.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7701

**RESOLUTION APPOINTING BRUCE STIKKERS
TO THE SITE ASSESSMENT UPDATE COMMITTEE**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Bruce Stickers to the Site Assessment Update 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 Bruce Stickers to the Site Assessment Update Committee for a term commencing April 22, 2011 and ending November 1, 2011; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Bruce Stickers, 2110 West Park Court, Suite C, Champaign IL 61821.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7702

RESOLUTION APPOINTING STEVE STIERWALT
TO THE SITE ASSESSMENT UPDATE COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Steve Stierwalt to the Site Assessment Update 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 Steve Stierwalt to the Site Assessment Update Committee for a term commencing April 22, 2011 and ending November 1, 2011; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Steve Stierwalt, 323 County Road 700 North, Sadorus IL 61872.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7703

**RESOLUTION APPOINTING DIRK RICE
TO THE LOCUST GROVE CEMETERY ASSOCIATION BOARD**

WHEREAS, The death of Robert Rice created a vacancy on Locust Grove Cemetery Association Board; and

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Dirk Rice to the Locust Grove Cemetery Association Board to fill this vacancy; 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 Dirk Rice to the Locust Grove Cemetery Association Board for a term commencing April 22, 2011 and ending June 30 2015; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Dirk Rice, 1752 County Road 800 N, Philo IL 61864.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7704

**RESOLUTION APPOINTING YOLANDA TROUTMAN-DAVIS
TO THE COMMUNITY ACTION BOARD**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Yolanda Troutman-Davis to the Community Action Board; 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 Yolanda Troutman-Davis to the Community Action Board for a term commencing April 22, 2011 and ending December 1, 2013; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Yolanda Troutman-Davis, 1716 W. University, Champaign IL 61821.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7705

RESOLUTION APPOINTING BRIAN THODE TO THE
BROADLANDS-LONGVIEW FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Brian Thode to the Broadlands-Longview Fire Protection 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 Brian Thode to the Broadlands-Longview Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Brian Thode, 304 South Grant, Broadlands IL 61816.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7706

RESOLUTION APPOINTING LINDA KATES TO THE
EASTERN PRAIRIE FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Linda Kates to the Eastern Prairie Fire Protection 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 Linda Kates to the Eastern Prairie Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Linda Kates, 2307 N. Fifth, Champaign IL 61822.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7707

RESOLUTION APPOINTING DOROTHEA HUNT TO THE
EDGE-SCOTT FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Dorothea Hunt to the Edge-Scott Fire Protection 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 Dorothea Hunt to the Edge-Scott Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Dorothea Hunt, 405 Ira Street, Urbana IL 61802.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7708

RESOLUTION APPOINTING DENNY JAYNE TO THE
IVESDALE FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Denny Jayne to the Ivesdale Fire Protection 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 Denny Jayne to the Ivesdale Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Denny Jayne, 302 Colburn, Ivesdale IL 61851.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7709

RESOLUTION APPOINTING JAMES KIRK TO THE
LUDLOW FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of James Kirk to the Ludlow Fire Protection 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 James Kirk to the Ludlow Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: James Kirk, 3406 County Road 1700 E, Ludlow IL 60949.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7710

RESOLUTION APPOINTING JAMES VICKERS TO THE
OGDEN-ROYAL FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of James Vickers to the Ogden-Royal Fire Protection 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 James Vickers to the Ogden-Royal Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: James Vickers, 103 Elvin, Ogden IL 61859.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7711

RESOLUTION APPOINTING RAYMOND HETTINGER TO THE
PESOTUM FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Raymond Hettinger to the Pesotum Fire Protection 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 Raymond Hettinger to the Pesotum Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Raymond Hettinger, 392 County Road 1300 E, Tolono IL 61880.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7712

RESOLUTION APPOINTING WILLIAM ECKERTY TO THE
SADORUS FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of William Eckerty to the Sadorus Fire Protection 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 William Eckerty to the Sadorus Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: William Eckerty, PO Box 21, 112 West Second Street, Sadorus IL 61872.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7713

**RESOLUTION APPOINTING DAVID BRIGHT TO THE
SANGAMON VALLEY FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of David Bright to the Sangamon Valley Fire Protection 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 David Bright to the Sangamon Valley Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: David Bright, 230 County Road 3400 N, Foosland IL 61845.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7714

RESOLUTION APPOINTING CHRIS KARR TO THE
SCOTT FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Chris Karr to the Scott Fire Protection 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 Chris Karr to the Scott Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Chris Karr, 1411 County Road 300 E, Seymour IL 61875.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulthen, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7715

RESOLUTION APPOINTING HOWARD MARSH TO THE
ST. JOSEPH-STANTON FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Howard Marsh to the St. Joseph-Stanton Fire Protection 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 Howard Marsh to the St. Joseph-Stanton Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Howard Marsh, 1685 County Road 2200 E, St. Joseph IL 61873.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7716

RESOLUTION APPOINTING WILLIAM KURTH TO THE
THOMASBORO FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of William Kurth to the Thomasboro Fire Protection 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 William Kurth to the Thomasboro Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: William Kurth, 100 West Eads Street, PO Box 411, Thomasboro IL 61878.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7727

RESOLUTION APPOINTING ANN JACK HALUZAK TO THE
TOLONO FIRE PROTECTION DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Ann Jack Haluzak to the Tolono Fire Protection 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 Ann Jack Haluzak to the Tolono Fire Protection District for a term commencing May 1, 2011 and ending April 1, 2014; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Ann Jack Haluzak, 603 East Washington, Tolono IL 61880.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7717

BUDGET AMENDMENT

April 2011

FY 2011

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2011 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2011 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2011 budget.

Budget Amendment #11-00018

Fund 080 General Corporate
Dept. 041 State's Attorney

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-Time Employees	\$33,458
511.24 Joint Dept. Regular Employee	<u>\$301</u>
Total	\$33,759
Increased Revenue:	
335.70 State Salary Reimbursement	<u>\$90,000</u>
Total	\$90,000

REASON: Expenditure increase to accommodate FY2011 salary increases for non-bargaining employees pursuant to Resolution No. 7646. Revenue increase as a result of reinstatement of state salary reimbursement.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7718
BUDGET AMENDMENT

April 2011

FY 2011

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2011 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2011 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2011 budget.

Budget Amendment #11-00019

Fund 675 Victim Advocacy Grant-ICJIA
Dept. 041 State's Attorney

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-Time Employees	<u>\$877</u>
Total	<u>\$877</u>
Increased Revenue:	
331.54 Justice-Crime Victim Assistance	<u>\$3,699</u>
Total	<u>\$3,699</u>

REASON: Increase in grant for FY2011 since the time the budget was adopted will adequately cover the increase in personnel cost for the 2.5% wage increase for non-bargaining unit employees.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7719

BUDGET AMENDMENT

April 2011

FY 2011

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2011 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2011 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2011 budget.

Budget Amendment #11-00020

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>\$81,611</u>
	Total	<u>\$81,611</u>
Increased Revenue:		
None from fund balance		<u>\$0</u>
	Total	<u>\$0</u>

REASON: Carryover of expenditure budget to complete ILEAS Roofing Project in FY2011.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7720

BUDGET AMENDMENT

April 2011

FY 2011

WHEREAS, The Committee of the Whole has approved the following amendment to the FY2011 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2011 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2011 budget.

Budget Amendment #11-00021

Fund 083 County Highway
Dept. 060 Highway

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

511.03 Regular Full-Time Employees

\$8,000

Total

\$8,000

Increased Revenue:

None from fund balance

\$0

Total

\$0

REASON: Bonus for non-union personnel.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7721

TRANSFER OF FUNDS

April 2011

FY 2011

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 FY2011 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2011 budget.

Budget Transfer #11-00005

Fund 080 General Corporate
Dept. 075 General County
016 Administrative Services
020 Auditor
021 Board of Review
022 County Clerk
023 Recorder

<u>TRANSFER TO</u> <u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>TRANSFER FROM</u> <u>ACCOUNT DESCRIPTION</u>
080-016-511.03 Regular Full-Time Employees	\$15,355	080-075-533.99 Contingent Expense
080-020-511.03 Regular Full-Time Employees	\$3,074	080-075-533.99 Contingent Expense
080-020-511.04 Regular Part-Time Employees	\$502	080-075-533.99 Contingent Expense
080-021-511.02 Appointed Official Salary	\$1,754	080-075-533.99 Contingent Expense
080-022-511.03 Regular Full-Time Employees	\$823	080-075-533.99 Contingent Expense
080-022-511.24 Joint Dept. Regular Employee	\$2,036	080-075-533.99 Contingent Expense
080-023-511.03 Regular Full-Time Employees	<u>\$862</u>	080-075-533.99 Contingent Expense
Total	\$24,406	

REASON: Transfer from contingency line to department budgets to accommodate FY2011 salary increases for non-bargaining employees pursuant to Resolution No. 7646 and Corrections employees pursuant to Resolution No. 7681.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7722

TRANSFER OF FUNDS

April 2011

FY 2011

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 FY2011 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2011 budget.

Budget Transfer #11-00006

Fund 080 General Corporate
Dept. 075 General County
025 Supervisor of Assessments
026 County Treasurer
030 Circuit Clerk
031 Circuit Court
036 Public Defender

<u>TRANSFER TO</u> <u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>TRANSFER FROM</u> <u>ACCOUNT DESCRIPTION</u>
080-025-511.02 Appointed Official Salary	\$1,645	080-075-533.99 Contingent Expense
080-025-511.03 Regular Full-Time Employees	\$1,253	080-075-533.99 Contingent Expense
080-026-511.03 Regular Full-Time Employees	\$1,273	080-075-533.99 Contingent Expense
080-030-511.03 Regular Full-Time Employees	\$842	080-075-533.99 Contingent Expense
080-031-511.03 Regular Full-Time Employees	\$3,054	080-075-533.99 Contingent Expense
080-036-511.03 Regular Full-Time Employees	\$14,701	080-075-533.99 Contingent Expense
080-040-511.03 Regular Full-Time Employees	\$1,292	080-075-533.99 Contingent Expense
080-040-512.03 SLEP Regular Full-Time Employees	<u>\$10,712</u>	080-075-533.99 Contingent Expense
Total	\$34,772	

REASON: Transfer from contingency line to department budgets to accommodate FY2011 salary increases for non-bargaining employees pursuant to Resolution No. 7646 and Corrections employees pursuant to Resolution No. 7681.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7723

TRANSFER OF FUNDS

April 2011

FY 2011

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 FY2011 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2011 budget.

Budget Transfer #11-00007

Fund 080 General Corporate
Dept. 075 General County
 043 Emergency Management Agency
 051 Juvenile Detention Center
 052 Court Services-Probation
 071 Public Properties
 077 Zoning & Enforcement

<u>TRANSFER TO</u> <u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>TRANSFER FROM</u> <u>ACCOUNT DESCRIPTION</u>
080-043-511.02 Appointed Official Salary	\$1,488	080-075-533.99 Contingent Expense
080-051-511.03 Regular Full-Time Employees	\$9,397	080-075-533.99 Contingent Expense
080-052-511.02 Appointed Official Salary	\$2,212	080-075-533.99 Contingent Expense
080-052-511.03 Regular Full-Time Employees	\$4,405	080-075-533.99 Contingent Expense
080-071-511.03 Regular Full-Time Employees	\$3,003	080-075-533.99 Contingent Expense
080-077-511.02 Appointed Official Salary	\$1,743	080-075-533.99 Contingent Expense
080-077-511.03 Regular Full-Time Employees	<u>\$2,898</u>	080-075-533.99 Contingent Expense
Total	\$25,146	

REASON: Transfer from contingency line to department budgets to accommodate FY2011 salary increases for non-bargaining employees pursuant to Resolution No. 7646 and Corrections employees pursuant to Resolution No. 7681.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7724

TRANSFER OF FUNDS

April 2011

FY 2011

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 FY2011 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2011 budget.

Budget Transfer #11-00009

Fund 080 General Corporate
Dept. 075 General County
140 Correctional Center
141 State's Attorney Support
Enforcement

<u>TRANSFER TO</u> <u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>TRANSFER FROM</u> <u>ACCOUNT DESCRIPTION</u>
080-140-511.03 Regular Full-Time Employees	\$5,684	080-075-533.99 Contingent Expense
080-140-512.03 SLEP Regular Full-Time Employees	\$72,583	080-075-533.99 Contingent Expense
080-141-511.03 Regular Full-Time Employees	\$2,878	080-075-533.99 Contingent Expense
080-141-511-24 Joint Dept. Regular Employee	<u>\$601</u>	080-075-533.99 Contingent Expense
Total	\$81,746	

REASON: Transfer from contingency line to department budgets to accommodate FY2011 salary increases for non-bargaining employees pursuant to Resolution No. 7646 and Corrections employees pursuant to Resolution No. 7681.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 7725

RESOLUTION AMENDING THE SCHEDULE OF AUTHORIZED POSITIONS

WHEREAS, The County Administrator has requested a change to the schedule of authorized positions for the Champaign County Administrative Services Department: the elimination of the Microfilm Services Manager position from the Administrative Services staffing and the addition of the Building & Grounds Manager position to the Physical Plant staffing; and

WHEREAS, The Committee of the Whole recommends approval to the Champaign County Board of the request to eliminate the Microfilm Services Manager position from the Administrative Services staffing and add the Building & Grounds Manager position to the Physical Plant staffing, effective immediately upon approval of the County Board;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the schedule of authorized positions is amended to eliminate the Microfilm Services Manager position from the Administrative Services staffing and add the Building & Grounds Manager position to the Physical Plant staffing of the Champaign County Administrative Services Department, effective immediately upon approval of the County Board.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of April, A.D. 2011.

C. Pius Weibel, Chair
Champaign County Board

ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the
Champaign County Board