

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, July 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, August 2, 2011 @ 6:00 p.m. – Committee of the Whole
(Highway & Transportation; County Facilities; Environment & Land Use)
- B. Tuesday, August 9, 2011 @ 6:00 p.m. – Committee of the Whole
(Finance; Policy, Personnel, & Appointments; Justice & Social Services)
- C. Thursday, August 18, 2011 @ 7:00 p.m. – County Board Meeting
- VII. Resignation of Larry Sapp, County Board District 1 *1
- VIII. Public Participation
- IX. Communications
- X. Approval of Minutes
- A. June 23, 2011 *2-10
- XI. Areas of Responsibility Reports
- A. Policy, Personnel, & Appointments
1. Adoption of Resolution No. 7800 Appointing Brian Knight to the St. Joseph #6 Drainage District *11-13
2. Adoption of Resolution No. 7763 Appointing _____ to the Economic Development Corporation (To Be Distributed)
3. Adoption of Resolution No. 7769 Appointing _____ to the Champaign County Developmental Disabilities Board (To Be Distributed)

4. Adoption of Resolution No. 7801 Appointing _____ to Serve as Deputy Vice Chair of County Facilities to Fill Vacancy Created by Larry Sapp's Resignation *(To Be Distributed)*
5. County Clerk Request to Submit Proposed Position to Job Content Evaluation Committee *14

XII. County Facilities

- A. Adoption of Resolution No. 7817 Approving Placement of a Plaque Honoring Joseph W. Royer at the Champaign County Courthouse *15-16

XIII. Finance

- A. Adoption of Resolution No. 7802 Approving Intergovernmental Agreement Between the Illinois Department of Healthcare and Family Services and the County of Champaign Regarding the Funding of Nursing Facility Services *17-28
- B. Adoption of Resolution No.7803 – Purchases Not Following Purchasing Policy *29-30
- C. Adoption of Resolution No. 7804 – Payment of Claims Authorization *31
- D. **Adoption of Resolution No. 7805 – Budget Amendment #11-00033 Fund/Dept: 075 Regional Commission – 867 LIHEAP - % Income Payment Plan - Even *32-34
Increased Appropriations: \$210,000
Increased Revenue: \$210,000
Reason: To accommodate receipt of new grant award from Illinois Department of Commerce & Economic Opportunity for Percentage Income Payment Program. This program provides assistance to low income utility customers who meet the requirement for a percentage of income payment toward utility bills.
- E. **Adoption of Resolution No. 7809 – Budget Amendment #11-00034 Fund/Dept: 076 Tort Immunity Tax Fund – 075 General County *35-37
Increased Appropriations: \$45,000
Increased Revenue: \$0
Reason: For payment of expected 2011 unemployment tax obligation.
- F. **Adoption of Resolution No. 7807 – Budget Amendment #11-00035 Fund/Dept: 091 Animal Control – 047 Animal Control *38-39
Increased Appropriations: \$1,100
Increased Revenue: \$0
Reason: Budget amendment to cover cost of unemployment insurance.

- G.** **Adoption of Resolution No. 7806 – Budget Amendment #11-00032 *40-42
 Fund/Dept: 091 Animal Control – 047 Animal Control
 Increased Appropriations: \$4,502
 Increased Revenue: \$0
 Reason: Transfer to cover cost of AFSCME salary increases.

- H.** **Adoption of Resolution No. 7808 – Budget Amendment #11-00031 *43-44
 Fund/Dept: 092 Law Library – 074 Law Library
 Increased Appropriations: \$450
 Increased Revenue: \$0
 Reason: Pursuant to Resolution No. 7690, AFSCME bargaining unit employees (including the part-time Law Librarian) received salary increases for FY2011. The Law Library Fund balance will be used to increase line item 092-074-511.04.

- I.** **Adoption of Resolution No. 7810 – Budget Amendment #11-00030 *45-49
 Fund/Dept: 080 General Corporate – 016 Administrative Services
 080 General Corporate – 020 Auditor
 080 General Corporate – 022 County Clerk
 080 General Corporate – 023 Recorder
 080 General Corporate – 025 Supervisor of Assessments
 080 General Corporate – 026 County Treasurer
 Increased Appropriations: \$111,774
 Increased Revenue: \$0
 Reason: To increase department budgets to accommodate FY2011 salary increases for AFSCME bargaining unit employees pursuant to Resolution No. 7690.

- J.** Adoption of Resolution No. 7811 Authorizing the County Board Chair to Sign *50-59
 the Intergovernmental Agreement Between the Department of Children
 & Family Services & Champaign County for the State’s Attorney’s Office

- K.** Adoption of Resolution No. 7812 Authorizing the County Board Chair to Sign *60-63
 the JAG Program Intergovernmental Agreement for the Sheriff’s Office

- L.** Adoption of Resolution No. 7816 Authorizing an Intergovernmental Agreement *64-70
 for Animal Impound Services with the City of Champaign

- M.** Adoption of Resolution No. 7813 Authorizing Champaign County Board *71-75
 Participation in Convention & Visitors Bureau in FY2012

- N.** Closed Session Pursuant to 5 ILCS 120/2(c) 2, to Consider Salary Schedules
 for One or More Classes of Employees

- O.** Adoption of Resolution No. 7814 Establishing the FY2012 Salary Administration
 Plan for Non-Bargaining Employees *(To Be Distributed)*

P. Closed Session Pursuant to 5 ILCS 120/2 (c) 1 to Consider the Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of Champaign County.

Q. Adoption of Resolution No. 7815 Amending the Champaign County Staffing Budget *(To Be Distributed)*

XIV. Other Business

XV. New Business

XVI. Approval of Closed Session Minutes

A. June 23, 2011

XVII. 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

June 23, 2011

Chair Weibel,

This note is intended to serve as notice that I, Larry Sapp, will resign my position on the Champaign County Board as a representative of District 1 effective June 30th.

Thank you for your time and consideration.



A handwritten signature in black ink, appearing to read "Larry Sapp", is written over a solid horizontal line. The signature is stylized and cursive.

Larry Sapp

RESUME OF MINUTES OF A REGULAR MEETING OF THE
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS
June 23, 2011

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, June 23, 2011 at 7:03 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with C. Pius Weibel presiding and John Farney as Clerk of the Meeting.

ROLL CALL

Roll call showed the following Board Members Present: Holderfield, James, Jay, Jones, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, O'Connor, Petrie, Richards, Sapp, Schroeder, Alix, Ammons, Bensyl, Berkson, Betz, Carter, Cowart, Esry and Weibel – 24; Absent: Quisenberry, Rosales and Anderson – 3. Thereupon, the Chair declared a quorum present and the Board competent to conduct business.

PRAYER & PLEDGE OF ALLEGIANCE

Chair Weibel asked that cell phones be turned off/silent. Chair Weibel read a prayer. 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 June 2, 9 and 16, 2011. Board Member James offered the motion to approve the notice; seconded by Board Member Kurtz. Approved by voice vote.

APPROVAL OF AGENDA/ADDENDA

Board Member Betz offered the motion to approve the Agenda/Addenda; seconded by Board Member Langenheim. Chair Weibel asked that Adoption of Resolution No. 7763 Making an Appointment to the Economic Development Corporation and Resolution No. 7760 Making an Appointment to the Champaign County Developmental Disabilities Board be removed from the Agenda. Approved as amended by voice vote.

DATE/TIME OF NEXT REGULAR MEETING

Chair Weibel asked if Committee of the Whole meetings were necessary in July. A show of hands determined that there will be no Committee of the Whole meetings in July. Chair Weibel announced that the next Regular Meeting of the County Board will be held Thursday, July 21, 2011 at 7:00 P.M.

ADOPTION OF RESOLUTION HONORING A RETIRING COUNTY EMPLOYEE

Board Member Bensyl recommended adoption of **Resolution No. 7799** Honoring A Retiring County Employee – Tim D. Voges; seconded by Board Member Sapp. Board Member Bensyl read the Resolution. Adopted by voice vote.

CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE

Highway & Transportation

Adoption of **Resolution No. 7780** Awarding Contract for Replacement of Structure #010-4555 Located in Condit Township – Section #10-07969-00-BR.

Adoption of **Resolution No. 7781** Awarding of Contract for Replacement of Structure #010-4259 Located in Condit Township – Section #10-07970-00-BR.

Adoption of **Resolution No. 7782** Awarding of Contract for Improvement of a Bridge Located on County Highway 6 (Seymour-Ivesdale Road) – Section #10-00965-00-BR.

Adoption of **Resolution No. 7783** Awarding of Contract for the Roadway Improvement of a Railroad Grade Crossing Located in Somer – Rantoul Townships – Section #08-20422-00-SP.

Adoption of **Resolution No. 7784** Awarding of Contract for the Roadway Improvement of Various Railroad Grade Crossings.

Adoption of **Resolution No. 7785** Awarding of Contract for 2011 Pavement Striping of Various County Highways – Section #11-00000-01-GM.

Adoption of **Resolution No. 7786** Awarding of Contract for Replacement of Structure #010-3336 Located on County Highway 23 – Section #10-00963-00-BR.

Adoption of **Resolution No. 7787** Authorizing the County Board Chair to Sign a Cooperative Agreement Between the Member Agencies of Champaign-Urbana Urbanized Area Transportation Study.

Finance

Adoption of **Resolution No. 7788** – Budget Amendment #11-00025

Fund/Dept: 850 Geographic Information Systems Joint Venture – 673

Aerial Photography Project

Increased Appropriations: \$43,703.00

Increased Revenue: \$43,703.00

Reason: To accommodate scheduled aerial photography contract for GIS Consortium members.

Adoption of **Resolution No. 7789** – Budget Amendment #11-00026

Fund/Dept: 083 County Highway – 060 Highway

Increased Appropriations: \$281,211.00

Increased Revenue: \$281,211.00

Reason: Roadway improvements at railroad crossings at various locations in the county.

Adoption of **Resolution No. 7790** – Budget Amendment #11-00022

Fund/Dept: 080 General Corporate – 042 Coroner

Increased Appropriations: \$500.00

Increased Revenue: \$500.00

Reason: Reimbursement of funds from sale of Coroner 1995 van to be used for purchase of necessary accessories for new van.

Adoption of **Resolution No. 7791** – Budget Amendment #11-00027

Fund/Dept: 080 General Corporate – 071 Public Properties

Increased Appropriations: \$34,000.00

Increased Revenue: \$0.00

Reason: To create line item to pay interest on building construction bonds, Series 2010A BI #4397.

Adoption of **Resolution No. 7792** for the Approval of the Application for and, if Awarded, Acceptance of Funding Through the COPS CHP Grant.

Adoption of **Ordinance No. 888** Establishing Statutory Fees for Marriage & Civil Union Licenses in Champaign County, Illinois.

Adoption of **Resolution No. 7793** Amending the Schedule of Authorized Positions for the County Clerk's Office.

Policy, Personnel and Appointments

Adoption of **Resolution No. 7794** Authorizing Award of Contract to QuickSilver Mailing Services for Champaign County's Mail Services.

Adoption of **Resolution No. 7795** Authorizing Award of Contract to Waugh Foods as a Prime Food Vendor for the Champaign County Nursing Home.

County Facilities

Adoption of **Resolution No. 7796** Approving the Amendment to the Abraham Lincoln Presidential Library & Museum Outgoing Loan Agreement.

Environment and Land Use

Adoption of **Resolution No. 7797** Expanding the Scope of Work and Membership of the Site Assessment Update Committee.

Justice and Social Services

Adoption of **Resolution No. 7798** Authorizing the County Board Chair to Sign an Intergovernmental Agreement for Sharing NAVTEQ Proprietary Data.

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

Consent Agenda approved by roll call vote.

Yeas: Holderfield, James, Jay, Jones, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, O'Connor, Petrie, Richards, Sapp, Schroeder, Alix, Ammons, Bensyl, Berkson, Betz, Carter, Cowart, Esry and Weibel – 24;

Nays: None.

PUBLIC PARTICIPATION

Charlie Vogel spoke regarding construction of a new Champaign County Jail facility and Champaign County Traffic Court. Robert Michael Doyle spoke regarding Resolution No. 7779 Designating the month of July 2011 as "Respect & Celebrate Civil Unions Month." Susan Kloth spoke regarding Resolution No. 7779 and traditional marriage.

COMMUNICATIONS

There were no communications from the Board.

APPROVAL OF MINUTES

Board Member Ammons offered the motion to approve the County Board Public Hearing of May 19, 2011 and the County Board Regular Meeting of May 19, 2011; seconded by Board Member Esry. Approved by voice vote.

AREAS OF RESPONSIBILITY REPORTS

Environment and Land Use

Board Member Kurtz, Deputy Chair, recommended approval of a Recreation & Entertainment License for WBGL Radio, Location: Vacant Lot West of 4101 Fieldstone, Champaign, IL, July 8, 2011; seconded by Board Member Schroeder. Approved by voice vote.

Highway and Transportation

Board Member Cowart, Deputy Chair, recommended adoption of **Resolution No. 7752** Establishing a Class II Designated Truck Route of County Highways 11 & 32; seconded by Board Member Carter. Adopted by voice vote.

Finance

Board Member McGinty, Deputy Chair, recommended adoption of **Resolution No. 7753** – Purchases Not Following Policy; seconded by Board Member Moser. Adopted by voice vote.

Board Member McGinty recommended adoption of **Resolution No. 7754** – Payment of Claims Authorization; seconded by Board Member James. Adopted by voice vote.

Board Member McGinty recommended adoption of **Ordinance No. 887** Providing for Public Transportation in Champaign County, Illinois & Rescinding Ordinance No. 873; **Resolution No. 7755** Approving the Intergovernmental Agreement Between CRIS Rural Mass Transit District, Regional Planning Commission and the County of Champaign; and **Resolution No. 7756** Approving a Memorandum of Understanding with the Regional Planning Commission for the Administration of CRIS Rural Mass Transit District in omnibus form; seconded by Board Member Cowart. Adopted by voice vote.

Board Member McGinty recommended adoption of Resolution No. 7757 – Budget Amendment #11-00028

Fund/Dept: 075 Regional Planning Commission – 740 CRIS Rural MTD
– Odd ST years

Increased Appropriations: \$587,923.00

Increased Revenue: \$587,923.00

Reason: Receipt of new grant for public transportation in the non-urbanized area of Champaign County; seconded by Board Member Kurtz. Chair Weibel asked the Clerk to call the roll.

Resolution fails to receive required 18 votes.

Yeas: James, Jay, Kurtz, Langenheim, McGinty, Nudo, O'Connor, Petrie, Richards, Schroeder, Alix, Ammons, Berkson, Betz, Carter, Cowart and Weibel – 17;

Nays: Holderfield, Jones, Michaels, Moser, Sapp, Bensyl and Esry – 7.

Board Member McGinty recommended adoption of Resolution No. 7758 – Budget Amendment #11-00029

Fund/Dept: 075 Regional Planning Commission – 730 CRIS Rural MTS
– Even ST Years

Increased Appropriations: \$631,328.00

Increased Revenue: \$631,328.00

Reason: Receipt of new grant for public transportation in the non-urbanized area of Champaign County; seconded by Board Member Ammons. Discussion followed. Board Member Betz offered a motion to defer; seconded by Board Member Langenheim. Discussion followed. Motion to defer approved by voice vote.

Board Member McGinty recommended adoption of **Resolution No. 7759** – Budget Amendment #11-00024

Fund/Dept: 613 Courts Automation Fund – 030 Circuit Clerk

Increased Appropriations: \$2,599.00

Increased Revenue: \$2,599.00

Reason: to provide County Board approved FY2011 non-bargaining employee wage increase to Courts Technology Coordinator; seconded by Board Member Jay. Discussion followed. Chair Weibel asked the Clerk to call the roll.

Adopted by roll call vote.

Yeas: Holderfield, James, Jay, Jones, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, O'Connor, Petrie, Richards, Sapp,

Schroeder, Alix, Ammons, Bensyl, Berkson, Betz, Carter, Cowart,
Esry and Weibel – 24;
Nays: None.

Board Member McGinty recommended adoption of **Resolution No. 7760** –
Budget Amendment #11-00023

Fund/Dept: 613 Courts Automation Fund – 030 Circuit Clerk

Increased Appropriations: \$154.00

Increased Revenue: \$0.00

Reason: Earlier this year, a budget transfer was done to accommodate the increase in unemployment compensation rates. This amendment recovers from the fund balance the amount needed to cover that increase; seconded by Board Member Berkson. Chair Weibel asked the Clerk to call the roll.

Adopted by roll call vote.

Yeas: Holderfield, James, Jay, Jones, Kurtz, Langenheim, McGinty,
Michaels, Moser, Nudo, O'Connor, Petrie, Richards, Sapp,
Schroeder, Alix, Ammons, Bensyl, Berkson, Betz, Carter, Cowart,
Esry and Weibel – 24;

Nays: None.

Board Member McGinty recommended adoption of **Resolution No. 7761**
Adopting the Champaign County Financial Policies; seconded by Board
Member James. Adopted by voice vote.

Board Member McGinty recommended adoption of **Resolution No. 7762**
Authorizing the County Board Chair to Sign the FY2011 Emergency
Management Performance Grant Agreement; seconded by Board Member
Moser. Discussion followed. Board Member Richards offered a motion to defer;
seconded by Board member Berkson. Discussion followed. Motion to defer fails
by voice vote. Discussion followed. Adopted by voice vote.

Policy, Personnel & Appointments

Board Member Betz, Vice-Chair, assumed the Chair.

Chair Weibel recommended adoption of **Resolution No. 7764** Appointing
Kevin Donoho to the LESA Update Committee; seconded by Board Member
Kurtz. Adopted by voice vote.

Chair Weibel recommended adoption of **Resolution No. 7765** Appointing Chris
White to the Champaign County Forest Preserve Board; seconded by Board
Member Cowart. Discussion followed. Adopted by voice vote.

Chair Weibel recommended adoption of **Resolution No. 7766** Appointing
Michael Ruffatto to the Champaign County Board of Health; seconded by
Board Member Holderfield. Discussion followed. Adopted by voice vote.

Chair Weibel recommended adoption of **Resolution No. 7767** Appointing John Peterson to the Champaign County Board of Health; seconded by Board Member James. Discussion followed. Adopted by voice vote.

Chair Weibel recommended adoption of **Resolution No. 7768** Appointing Elaine Palencia to the Champaign County Developmental Disabilities Board; seconded by Board Member Esry. Adopted by voice vote.

Chair Weibel recommended adoption of **Resolution No. 7770** Appointing Marvin Little to the Bailey Memorial Cemetery Association; **Resolution No. 7771** Appointing Alfred Karcher to the Crow Cemetery Association; **Resolution No. 7772** Appointing David Payne to the Crow Cemetery Association; **Resolution No. 7773** Appointing Michael Rosenberger to the Crow Cemetery Association; **Resolution No. 7774** Appointing Rod Maddock to the Mt. Olive Cemetery Association; **Resolution No. 7775** Appointing Lawrence Kienzler to the Prairie View Cemetery Association; **Resolution No. 7776** Appointing Roger Corray to the Yearsley Cemetery Association; **Resolution No. 7777** Appointing Joseph Marriott to the Yearsley Cemetery Association and **Resolution No. 7778** Appointing John Yearsley to the Yearsley Cemetery Association in omnibus form; seconded by Board Member Jay. Adopted by voice vote.

Board Member Weibel resumed the Chair.

Board Member Ammons, Deputy Chair, recommended adoption of **Ordinance No. 889** Ascertaining the Prevailing Rate of Wages for Laborers, mechanics and Other Workers Employed in Public Works of Champaign County; seconded by Board Member Kurtz. Adopted by voice vote.

Board Member Ammons recommended adoption of **Resolution No. 7779** Approving the Proclamation Designating the Month of July 2011 as "Respect and Celebrate Civil Unions Month"; seconded by Board Member Berkson. A roll call vote was requested. Discussion followed. Chair Weibel asked the Clerk to call the roll.

Adopted by voice vote.

Yeas: Kurtz, Langenheim, McGinty, Nudo, Petrie, Richards, Alix, Ammons, Berkson, Betz, Carter, Cowart and Weibel – 13;

Nays: Holderfield, James, Jay, Jones, Michaels, Moser, O'Connor, Sapp, Schroeder, Bensyl and Esry – 11.

Board Member Betz asked for clarification of a super-majority vote.

Board Member Michaels made a motion to reconsider Resolution No. 7757; seconded by Board Member Betz. Discussion followed. Motion to reconsider adopted by voice vote.

Board Member Betz recommended Adoption of **Resolution No. 7757** Budget Amendment #11-00028

Fund/Dept: 075 Regional Planning Commission – 740 CRIS Rural MTD
– Odd ST years

Increased Appropriations: \$587,923.00

Increased Revenue: \$587,923.00

Reason: Receipt of new grant for public transportation in the non-urbanized area of Champaign County; seconded by Board Member Ammons. Discussion followed. Board Member Richards offered a motion to defer; seconded by Board Member Michaels. Discussion followed. Board Member Richards withdrew his motion. Discussion followed. Chair Weibel asked the Clerk to call the roll.

Adopted by roll call vote

Yeas: James, Kurtz, Langenheim, McGinty, Michaels, Nudo, O'Connor, Petrie, Richards, Sapp, Schroeder, Alix, Ammons, Berkson, Betz, Carter, Cowart, Esry and Weibel – 19;

Nays: Holderfield, Jay, Jones, Moser and Bensyl – 5.

Board Member Nudo made a motion to reconsider Resolution No. 7758; seconded by Board Member Kurtz. Motion to reconsider adopted by voice vote.

Board Member Betz recommended adoption of **Resolution No. 7758** – Budget Amendment #11-00029

Fund/Dept: 075 Regional Planning Commission – 730 CRIS Rural MTS
– Even ST Years

Increased Appropriations: \$631,328.00

Increased Revenue: \$631,328.00

Reason: Receipt of new grant for public transportation in the non-urbanized area of Champaign County; seconded by Board Member Ammons. Chair Weibel asked the Clerk to call the roll.

Adopted by roll call vote

Yeas: James, Kurtz, Langenheim, McGinty, Michaels, Nudo, O'Connor, Petrie, Richards, Sapp, Schroeder, Alix, Ammons, Berkson, Betz, Carter, Cowart, Esry and Weibel – 19;

Nays: Holderfield, Jay, Jones, Moser and Bensyl – 5.

OTHER BUSINESS

Board Member McGinty made a motion that the Board enter into executive session pursuant to 5 ILCS 120/2(c)2 to consider collective negotiating matters between Champaign County and its employees or their representatives, further moving that the following individuals remain present: County Administrator, Recording Secretary; seconded by Board Member Alix. Chair Weibel asked the Clerk to call the roll.

Adopted by roll call vote.

Yeas: Holderfield, James, Jay, Jones, Kurtz, Langenheim, McGinty, Michaels, Nudo, Petrie, Richards, Sapp, Schroeder, Alix, Ammons, Bensyl, Berkson, Betz, Carter, Cowart, Esry and Weibel – 22;

Nays: Moser and O'Connor – 2.

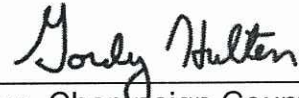
The Board entered into Closed Session at 8:05 P.M. The Board reentered into Open Session at 8:31 P.M.

NEW BUSINESS

There was no new business.

ADJOURNMENT

Chair Weibel adjourned the meeting at 8:32 P.M.



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

SHONKWILER & AYERS
ATTORNEYS AT LAW
MONTICELLO, ILLINOIS 61856

JAMES L. AYERS

114 SOUTH CHARTER STREET
SOUTHWEST SIDE SQUARE
PHONE: (217) 762-3661
FAX: (217) 762-8199

June 22, 2011

Honorable C. Pius Weibel
Chairman Champaign County Board
Brookens Center
1776 E. Washington Street
Urbana, IL 61802

Dear Chairman Weibel:

Our office represents the St. Joseph Drainage District Number Six. Charles Prather a longtime Commissioner of the district passed away this year. Current Commissioners have identified a qualified candidate a landowner in the district that has plumbing and pipefitting experience though that is not a required qualification and his name is Brian Knight.

Enclosed is his application. If there is more we need to do to secure his appointment, please let me know.

Very truly yours,



James L. Ayers

JLA:rmf

Enclosure

RECEIVED

JUN 24 2011

CHAMPAIGN COUNTY
ADMINISTRATIVE SERVICES

RESOLUTION NO. 7800

RESOLUTION APPOINTING BRIAN KNIGHT TO THE
ST. JOSEPH #6 DRAINAGE DISTRICT

WHEREAS, Charles Prather has passed away, creating a vacancy on the St. Joseph #6 Drainage District; and

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Brian Knight to the St. Joseph #6 Drainage District; and

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Brian Knight to the St. Joseph #6 Drainage District for a term commencing July 22, 2011 and ending August 31, 2012; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Brian Knight, 103 West Briarcliff Drive, St. Joseph IL 61873.

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

C. Pius Weibel, Chair
Champaign County Board

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

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Fire, Drainage & Cemetery

NAME: BRIAN KNIGHT PHONE: (217) 469-2698 FAX# _____

ADDRESS: 103 West Briarcliff drive St Joseph IL 61873
Street City State Zip

TITLE OF APPOINTMENT REQUESTED: Drainage Commissioner D D 6

BEGINNING DATE OF TERM REQUESTED: _____ ENDING DATE OF TERM REQUESTED: _____

Champaign County appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. **IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATES MUST COMPLETE AND SIGN APPLICATION.**

THE CHAMPAIGN COUNTY BOARD

1. What experience and background do you have which you believe qualifies you for this appointment? I am a licensed Plumber with 10(+) years of experience in construction background.
2. What is your knowledge of the District's operations, property holdings, staff, taxes and fees? I understand the assessment procedure & have gone over the financial operations with other drainage commissioners.
3. Are you aware of any conflict of interest which would prevent you from being appointed as, or in performing any of the duties of, a commissioner/trustee of the district for which you are requesting appointment? _____ yes no

If yes, please explain.

RECEIVED

JUN 24 2011

CHAMPAIGN COUNTY
ADMINISTRATIVE SERVICES


Signature

Date 2-15-11



Gordy Hulten
Champaign County Clerk
Champaign County, Illinois

1776 East Washington Street
Urbana, IL 61802
Email: mail@champaigncountyclerk.com
Website: www.champaigncountyclerk.com

Vital Records: (217)384-3720
Elections: (217)384-3724
Fax: (217)384-1241
TTY: (217)384-8601

MEMORANDUM

TO: Policy Committee, Champaign County Board
Champaign County Administrator Deb Busey

FROM: Champaign County Clerk Gordy Hulten

DATE: July 12, 2011

SUBJECT: Request for Job Content Evaluation Committee

As part of our preparations for the FY2012 budget, I am requesting that the County Board consider an additional position to be added to the Schedule of Authorized Positions for the County Clerk's office. The new position is a technology position which currently does not have a job description or classification. To allow for consideration of this request, at this time I am asking the Policy Committee for approval to submit the new position to the Job Content Evaluation Committee for review and analysis. After the JCEC review is complete and a job description and classification are prepared, I will return with a formal request for the new position for your consideration.

Since April 10, 2008 our office has had a temporary employee performing the functions of the new position we're requesting. This temporary employee is responsible for programming the databases and applications which we use for our voter registration program and records of births, deaths, marriages and civil unions. This position is instrumental to the function of the office, and also allows us to create new efficiencies, such as our new online application for marriage and civil union licenses. Additionally, this position will be able to work with the County's IT Department to more closely collaborate our office's technology functions with those of the County as a whole.

Our office has been using eligible grant resources to fund this position whenever possible and to a great extent. I intend to continue doing so if the Board approves this position request and will do so to minimize the impact on my Department's and the County's budget.

Thank you for your consideration.

RESOLUTION NO. 7817

RESOLUTION APPROVING PLACEMENT OF A PLAQUE HONORING JOSEPH W. ROYER
AT THE CHAMPAIGN COUNTY COURTHOUSE

WHEREAS, The City of Urbana Public Arts Commission is proposing to place a plaque at the Champaign County Courthouse to recognize Joseph W. Royer as the designer of the area known as the “old Courthouse”; and

WHEREAS, The plaque will be mounted on a pole in the Courthouse Plaza immediately in front of the 1901 Courthouse and provide information about the building and Joseph W. Royer as depicted in the attached picture; and

WHEREAS, All expenses related to the fabrication, installation, and maintenance of the plaque will be assumed by the City of Urbana as a part of the City’s Joseph W. Royer Arts and Architecture District;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County grants the City of Urbana Public Arts Commission permission to install a plaque at the Champaign County Courthouse recognizing the building as part of the Joseph W. Royer Arts and Architecture District.

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

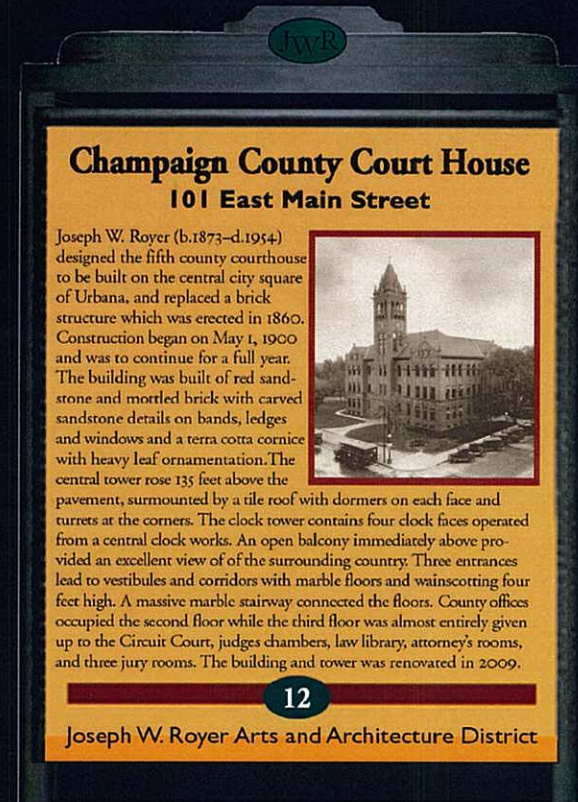
C. Pius Weibel, Chair
Champaign County Board

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

Royer Arts and Architecture District

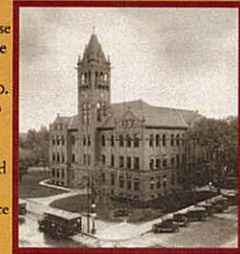
Courthouse Dedication Signage

4



Champaign County Court House 101 East Main Street

Joseph W. Royer (b.1873–d.1954) designed the fifth county courthouse to be built on the central city square of Urbana, and replaced a brick structure which was erected in 1860. Construction began on May 1, 1900 and was to continue for a full year.



The building was built of red sandstone and mortled brick with carved sandstone details on bands, ledges and windows and a terra cotta cornice with heavy leaf ornamentation. The central tower rose 135 feet above the pavement, surmounted by a tile roof with dormers on each face and turrets at the corners. The clock tower contains four clock faces operated from a central clock works. An open balcony immediately above provided an excellent view of the surrounding country. Three entrances lead to vestibules and corridors with marble floors and wainscoting four feet high. A massive marble stairway connected the floors. County offices occupied the second floor while the third floor was almost entirely given up to the Circuit Court, judges chambers, law library, attorney's rooms, and three jury rooms. The building and tower was renovated in 2009.

12

Joseph W. Royer Arts and Architecture District

RESOLUTION NO. 7802

RESOLUTION APPROVING the AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES AND THE COUNTY OF CHAMPAIGN REGARDING THE FUNDING OF NURSING FACILITY SERVICES

WHEREAS, The Illinois Department of Healthcare and Family Services (DHFS) is the designated Medicaid single state agency for the State of Illinois, administering the Illinois' Medicaid program under Title XIX of the *Social Security Act*; and

WHEREAS, DHFS is responsible for securing federal financial participation earned on expenditures incurred by the state and local governments in support of the Medicaid program and for establishing methods of reimbursement for nursing facility services pursuant to Article V of the *Illinois Public Aid Code*; and

WHEREAS, The Champaign County Nursing Home is a nursing facility operated by the County of Champaign; and

WHEREAS, the Champaign County Nursing Home Board approves and recommends to the Champaign County Board approval of the Agreement between the Illinois Department of Healthcare and Family Services and the County of Champaign Regarding the Funding of Nursing Facility Services;;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County hereby approves the Agreement Between the Illinois Department of Healthcare and Family Services and the County of Champaign Regarding the Funding of Nursing Facility Services; and

BE IT FURTHER RESOLVED that the County Board of Champaign County hereby authorizes the County Board Chair to enter into the Agreement with the Illinois Department of Healthcare and Family Services regarding the funding of nursing facility services.

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

C. Pius Weibel, Chair
Champaign County Board

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

To: Deb Busey
County Administrator
Champaign County Government

From: M.A. Scavotto
Manager
Champaign County Nursing Home

Date: July 12, 2011

Re: Intergovernmental Agreement (IGA)
Champaign County and Illinois Department of Healthcare & Family Services

Previously, I have provided Chairman Weibel a memorandum regarding the pending restructuring of the Intergovernmental Agreement. A copy of that correspondence is appended to this memorandum.

CCNH has made remarkable progress in its turnaround. The facility remains plagued, however, by cash shortages. The Intergovernmental Agreement solves a portion of the cash flow issue by restructuring the former Intergovernmental Transfer program and by resolving the liability that CCNH owes to State HFS under that program.

Our current estimate is that CCNH will realize minimum additional revenues of \$1.7 million under the IGA, which amount is retroactive to October 1, 2009. In addition, CCNH's liability under the former IGT program to HFS is absolved and, due to corrections in the reconciliation process followed prior to October 1, 2009, CCNH will realize an additional \$188k as part of the IGA restructuring.

The office of the State's Attorney has reviewed the proposed agreement and recommends its adoption.

At its meeting of July 11, 2011 the CCNH Nursing Board of Directors considered the IGA and unanimously recommends that the County Board execute the enclosed agreement. I have enclosed the materials used by the Nursing Board in reaching its recommendation.

To: C. Pius Weibel
Chair
Champaign County Board

From: M.A. Scavotto
Manager
Champaign County Nursing Home

Date: June 28, 2011

Re: Restructured Intergovernmental Agreement

At long last, it appears that Intergovernmental Agreement between Illinois County nursing homes, the Illinois Department of Healthcare & Family Services (HFS), and the Federal government will be restructured. The restructured program resumes increased Medicaid reimbursement to County homes retroactive to October 1, 2009 and resolves outstanding payments that date back to the end of the former Intergovernmental Transfer (IGT) program (September 30, 2009).

Our analysis of the program is favorable. CCNH benefits from increased Medicaid reimbursement; outstanding liabilities from the old IGT program are resolved in CCNH's favor; and the program represents an effective way to begin resolving CCNH's long-standing cash flow dilemma.

A formal agreement will be required between the parties. Accordingly, the Champaign County Board will be a signatory to the agreement.

The Nursing Board will address this item at its next meeting (July 11) and will make its recommendation to the County Board immediately following that meeting.

I am enclosing with this memorandum the materials that the Nursing Board will review. Please keep in mind that the situation remains fluid for all parties. As a result, our calculations are best estimates based on the methodology that has been approved by the Feds and advanced by State HFS. That said, the impact on CCNH will be positive; the question is by exactly how much. The agreement has been reviewed by the office of the State's Attorney. There are no fundamental impediments to executing the agreement nor are there expected to be any legal barriers erected by the Feds. In other words, the work to-date appears to be solid.

Please let me know if I can do anything to facilitate the understanding and processing of this transaction.



Management Performance Associates

Woods Mill Towers • Suite 501 South
14323 South Outer Forty Road
Chesterfield, Missouri 63017
314 • 434-4227 FAX 314 • 434-4337
www.healthcareperformance.com

To: Nursing Board of Directors
Champaign County Nursing Home

From: M.A. Scavotto
Manager

Date: June 27, 2011

Re: **Flash Update**

**Certified Cost Payment Program (Inter-Governmental Transfer Program)
Update**

On June 22, 2011, representatives from the Department of Healthcare and Family Services (HFS) met with Illinois County Nursing Home representatives to discuss what we are now calling the Certified Cost Payment (CCP) program. The name change is warranted with the elimination of transfer payments between the county and the state. The intergovernmental transfers (IGT) ended on October 1, 2009 due to the decision of the Center for Medicare and Medicaid Services (CMS) to restructure a secondary payment methodology based on the cost reports.

Certified Cost Payment Program

Here is how the program is going to work. Since October 1, 2009, county nursing homes are paid a “base” Medicaid rate (called the MDS rate) the same way all other non-county homes are paid. This base rate has three components, nursing, support and capital. The support component has not changed for years. Capital improvements increase the capital rate, but only to a maximum level; CCNH is currently at that max now. The nursing component is based on each resident’s MDS assessment. The nursing component is currently frozen while HFS determines a new payment methodology based on the new MDS 3.0 assessment.

Like the predecessor IGT program, the Certified Cost Payment (CCP) program will provide county nursing homes with additional Medicaid revenue over and above the base rate. The mechanism to determine this “secondary payment” is the Medicaid cost report.

The county nursing homes will receive 55% of the federal share of the difference between the MDS base rate and the average cost per diem. In the table below, I have two calculations; the “example” column uses whole dollars that hopefully allows an easier track of the calculation. The far right column is the actual numbers for CCNH that will be effective as of July 1, 2011.

| | Example | CCNH Actual |
|--|----------------|--------------------|
| MDS Rate | \$120 per day | \$120.50 per day |
| Cost Report Per Diem Rate | \$200 per day | \$200.03 |
| Difference between the Cost Report Per Diem and the MDS Rate | \$80 | \$79.53 |
| FMAP Percentage | 50% | 50.2% |
| Federal Portion of the Difference | \$40 | \$39.92 |
| CCP Payment to County | \$22 | \$21.96 |
| Total Payment | \$144 | \$142.86 |

The \$142.86 is an interim rate which is based on the 2008 Medicaid cost report with an inflation factor of 4.16 percent. The CCP payment will be reconciled against the 2009 and 2010 cost reports. HFS must formally audit the cost reports, which is always a slow process. There will be a 2 year lag for reconciliations.

Based on the methodology, CCNH is owed \$1,655 million based on the 2008 cost report. This covers the period from October 1, 2009 to March 31, 2011. Tack on about another \$235,000 for April through June, and we’re making some real progress. The final revenue numbers will change and may be higher or lower when the payments are reconciled against the 2009 and 2010 Medicaid cost report.

2008 Reconciliation

The State is also reconciling old credits that county homes owe to the State going back to July 2008. At that time, the State had miscalculated the IGT payments which resulted in overpayments to the homes.

Between October 2008 and October 2009, the state miscalculated the transfer payments that county homes made to the State. The result was that County homes owe the State a sizable amount of money. During this same time period, the FMAP for Illinois increased from 50 to 60 percent under the American Recovery and Reinvestment Act. The ARRA stipulated that local governmental bodies could not contribute a higher percentage of the non-federal share in an IGT program. This means that the transfer payments that the counties were sending back to the State should have decreased under ARRA. The end result --- and the good news we were all looking for -- is that we anticipate that CCNH will be receiving an additional amount estimated at \$188k.

**Agreement between the
Illinois Department of Healthcare and Family Services
and the
County of Champaign
regarding the funding of nursing facility services**

Whereas, the Illinois Department of Healthcare and Family Services (DEPARTMENT) is the designated Medicaid single State agency for the State of Illinois, administering the Illinois' Medicaid program under Title XIX of the *Social Security Act*; and

Whereas, the DEPARTMENT is responsible for securing federal financial participation (FFP) earned on expenditures incurred by the State and local governments in support of the Medicaid program; and

Whereas, the County of Champaign (COUNTY) is a subdivision of State of Illinois responsible for the governance of the County of Champaign; and

Whereas, Champaign County Nursing Home (FACILITY) is a nursing facility operated by the COUNTY, the DEPARTMENT is responsible for establishing methods of reimbursement for nursing facility services pursuant to Article V of the *Illinois Public Aid Code*; and

Whereas, Section 12-4.7 of Article XII of the *Illinois Public Aid Code* authorizes the DEPARTMENT to make use of, aid, and cooperate with local governmental agencies; and

Whereas, the COUNTY and the DEPARTMENT desire to execute an intergovernmental agreement, pursuant to Section 12-4.7 of Article XII of the *Illinois Public Aid Code* and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*;

Therefore, the DEPARTMENT and the COUNTY enter into this intergovernmental agreement (AGREEMENT) to delineate respective roles, responsibilities and financial obligations associated with the services provided by the FACILITY owned and operated by the COUNTY.

I. Introduction

This AGREEMENT covers eligible expenditures of funds made by the COUNTY, in support of nursing facility services provided to participants in the medical programs administered by the DEPARTMENT who are residents of the FACILITY, that are in excess of reimbursement received by the FACILITY from the DEPARTMENT.

II. Covered expenditures

The FACILITY has enrolled with DEPARTMENT as a provider and is certified to participate in the Illinois Medicaid program and is, therefore, reimbursed for nursing facility services provided to enrollees of the medical assistance programs administered by the DEPARTMENT.

The COUNTY is expending additional funds above the reimbursements received from the DEPARTMENT for the provision of these services; these expenditures are eligible for federal financial participation. Covered expenditures for purposes of this Agreement are those expenditures eligible for FFP funds in excess of payments made by the DEPARTMENT for such services. Covered expenditures will be determined using the COUNTY's actual allowable costs as 1) reported on its Medicaid Cost Report, 2) audited by the DEPARTMENT, and 3) approved by the Centers for Medicare and Medicaid Services (CMS).

III. Mutual responsibilities

Both parties agree to:

- A. Develop intergovernmental procedures to facilitate the necessary implementation of this Agreement and to include the procedures in their respective policy manual or like documents, and to share said procedures with the other party within a reasonable time period.
- B. Reconcile outstanding amounts due from the FACILITY to the DEPARTMENT, as well as from the DEPARTMENT to the COUNTY, for rate periods prior to October 1, 2009. This one-time reconciliation will include overpayments made by the DEPARTMENT to the FACILITY which were never recouped, as well as excess transfer amounts paid from the COUNTY to the DEPARTMENT. This reconciliation will not include the routine adjustment processing which the DEPARTMENT conducts on a monthly basis.

IV. County responsibilities

The COUNTY shall be responsible for:

- A. Obtaining all funds necessary for the covered expenditures.
- B. Annually submitting, to the DEPARTMENT, a Medicaid cost report, prepared in accordance with the requirements of *OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments,"* and certifying that the reported expenditures were:
 - 1. The actual costs incurred.
 - 2. Paid prior to submittal of the report.
 - 3. Paid using State or local funds that were not otherwise used to match federal funds, or if federal funds were used, their use was authorized by federal law to be used to match other federal funds.
- C. Annually submitting, to the DEPARTMENT, a Medicare cost report, prepared in accordance with the requirements of *OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments."*
- D. Providing to the DEPARTMENT all documents and other information necessary to allow the DEPARTMENT to submit and justify the claim for FFP. Said documentation shall be submitted in a timely fashion in order to facilitate the claim for FFP in a form and format specified by the DEPARTMENT.

V. Department responsibilities

The DEPARTMENT shall be responsible for:

- A. Reimbursing the FACILITY for nursing facility services provided to residents enrolled in the DEPARTMENT's medical assistance programs using the same methodology used for other, non-governmental nursing facilities.
- B. Receiving and reviewing the cost reports and other documentation submitted by the COUNTY.
- C. Calculating the COUNTY's allowable expenditures and the annual allowable per diem reimbursement rate in accordance with the methodologies approved in the Illinois Title XIX State Plan.
- D. Submitting claims for, and drawing into the State treasury, FFP.

- E. Authorizing, on at least a quarterly basis, payment to the COUNTY in an amount equal to 55% of the FFP drawn on the difference between the allowable per diem reimbursement rate and the payment made for each day of nursing facility services provided by the FACILITY. Upon final reconciliation, pursuant to paragraph (F) of this section, this payment must ensure that the COUNTY receives a total payment rate in the cost report year equal to or greater than the net reimbursement rate from the FY 2010 alternate reimbursement rate methodology.
- F. Auditing all cost reports received from the COUNTY for the purpose of determining the COUNTY's final allowable expenditures for the cost report period. Based upon the audit results, the DEPARTMENT shall reconcile the final allowable expenditures against the expenditures reported previously to the federal government and make all necessary adjustments to claim for FFP and to the payments to the COUNTY pursuant to paragraph (E) of this section.

VI. Records and audits

- A. The COUNTY agrees to maintain complete and accurate ongoing documentation and record-keeping capability appropriate to disclose the extent of all financial transactions authorized under this AGREEMENT. Records must be maintained in accordance with the *Illinois Local Records Act (50 ILCS 205/1, et. seq.)*.
- B. With respect to all data, records, and other information collected, gathered, obtained, accessed or otherwise received by each party under this AGREEMENT, each party shall:
 - 1. Protect the same from unauthorized disclosure. All information regarding applicants and enrollees in the DEPARTMENT's medical assistance programs is confidential and each party shall follow the appropriate requirements to maintain the confidentiality of such information. Any violation of this provision shall be considered cause for immediate termination of this AGREEMENT.
 - 2. Maintain and make the same available to each other or its designee, or other entity with competent authority, including the United States Department of Health and Human Services. Such records shall be maintained for a period of not less than five (5) years, except that if an audit or litigation is initiated within the required retention period the records must be retained until the audit or litigation is completed and every exception resolved.
- C. The parties agree to cooperate fully with any review or audit, including monitoring the use of federal money through use of site visits, audits or other means. Upon reasonable notice by competent authority, each party will provide full and complete access to the relevant portions of its account books, records and documents as they relate to this AGREEMENT.

VII. Federal auditing

- A. In the event that a federal audit results in a finding that FFP was obtained or distributed incorrectly for expenditures reimbursed under this AGREEMENT, and the finding requires repayment of such funds, the DEPARTMENT will take action to recover the federal funds that were incorrectly distributed, including requiring the COUNTY to return the funds. The repayment shall be processed through the DEPARTMENT's current FFP cash draw-down procedure and be debited against the fund into which the FFP was initially deposited.
- B. The COUNTY agrees to comply with the provisions of *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations,"* concerning single audits. Local governments that expend \$300,000 or more a year in federal financial assistance must have an audit performed in accordance with the *OMB Circular A-133*. Such audit report(s), if required, should be completed

within nine months following the end of the COUNTY's fiscal year. The COUNTY must submit to the DEPARTMENT one copy of any required audit within thirty calendar days after receipt of the auditor's report(s). The auditor's report(s) shall be sent to:

Illinois Department of Healthcare and Family Services
Office of Procurement Management
201 South Grand Avenue East
Springfield, Illinois 62763

VIII. Notices

All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To the DEPARTMENT: Kelly Cunningham, Chief
Illinois Department of Healthcare and Family Services
Division of Medical Programs
Bureau of Long Term Care
201 South Grand Avenue East
Springfield, Illinois 62763

Telephone: (217) 524-7245
Telefacsimile: (217) 524-7114

To the County: C. Pius Weibel, Chair
Champaign County Board
1776 East Washington
Urbana, IL 61802

Telephone: (217)384-3776
Telefacsimile: (217)384-3896

X. General provisions

- A. Termination without cause. Either party may terminate this AGREEMENT with ninety days written notice to the other. Upon the mutual written consent of both parties, the AGREEMENT may be terminated sooner. In the event of termination, the DEPARTMENT shall process all data and matching funds requests for expenditures made prior to the effective date of termination even though such processing activities may extend beyond the termination date.
- B. Termination for cause. In the event of a party's failure to comply with the terms of this AGREEMENT, or with applicable State or federal law, the other party will notify the non-complying party of the breach. If such breach is not cured to the notifying party's satisfaction within thirty days after such notice, the notifying party may proceed to termination by serving a notice of termination upon the non-complying party, which shall immediately terminate this AGREEMENT.

- C. The parties may, by mutual consent, amend this AGREEMENT. Amendments shall be in writing and signed by the parties.
- D. Either party may assign, directly or indirectly, any of its rights, duties or obligations under this AGREEMENT, in whole or in part, upon thirty days written notice to the other party prior to the assignments. This AGREEMENT shall be binding upon the parties and their respective transferees, successors, and assigns.
- E. This AGREEMENT shall be effective upon federal approval of State plan amendment transmittal number 09-08, shall apply to services provided since the October 1, 2009, effective date of the amendment, and shall continue in full force and effect for a period of four years from the effective date, unless terminated as provided herein. On the date of the fourth anniversary of this AGREEMENT, the parties may renew and re-execute an AGREEMENT for an additional four year period.
- F. Nothing contained herein shall be construed as an agreement to perform any illegal act or to perform any act not permitted to be performed by either the DEPARTMENT or the COUNTY. In the event that this AGREEMENT, as a whole, is determined to be invalid by a court of law with jurisdiction over the parties, it shall be terminated immediately, subject to processing data and matching fund requests for services provided prior to such termination. Should any portion or portions of the AGREEMENT be found to be invalid by a court of law with jurisdiction over the parties, the said portion or portions shall not be construed to render the entire AGREEMENT void, but shall be severed from the AGREEMENT upon such finding.
- G. Nothing contained herein serves to limit, alter or amend the parties' duties, rights or responsibilities as set out in the applicable State and federal statutes, law or regulations.
- H. Funding for the implementation of this AGREEMENT consists of federal funds obtained by and dispersible through the DEPARTMENT. This AGREEMENT is subject to the availability to the DEPARTMENT of both appropriation authority and federal funds for the purpose outlined in the AGREEMENT. The DEPARTMENT's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or federal funding sources fail to make available, respectively, appropriation authority or federal funds sufficient to pay such obligation. The DEPARTMENT shall give the COUNTY reasonable notice of such termination for funding as soon as practicable after the DEPARTMENT becomes aware of the failure of funding. The COUNTY's obligation to perform shall cease upon reasonable notice by the DEPARTMENT of lack of funds.
- I. Failure of either party to insist on performance of any term or condition of this AGREEMENT or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- J. The DEPARTMENT and the COUNTY shall, respectively, at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of federal, State, county and local governmental agencies which in any manner affect the terms of this AGREEMENT.
- K. Either party shall, upon the written request by the other party and receipt of a proposed amendment to this AGREEMENT, negotiate in good faith with the other party to amend the AGREEMENT if and when required, in the opinion of the DEPARTMENT, to comply with federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty

days, or such shorter time required by federal or State law or regulation, the DEPARTMENT may terminate this AGREEMENT.

IN WITNESS WHEREOF, the parties sign their names as evidence of their authority to enter into, and their approval of, this AGREEMENT.

Julie Hamos, Director, HFS

C. Pius Weibel, Chair-Champaign County Board

Date

Date

Exhibit A

Taxpayer Identification Number

I certify that:

The number shown on this form is the County's correct taxpayer identification number

_____ County, Illinois

Taxpayer Identification Number:

Employer identification number:

Legal Status: Government

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE COUNTY.

Signature of Authorized Representative

Printed Name and Title

Date:

RESOLUTION NO. 7803

PURCHASES NOT FOLLOWING PURCHASING POLICY

July 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 July 21, 2011 are hereby approved for payment.

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

C. Pius Weibel, Chair
Champaign County Board

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

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

| DEPARTMENT | APPROPRIATION # | VR#/PO# | VR/PO DATE | DESCRIPTION | VENDOR | AMOUNT |
|---|-----------------|------------|------------|------------------------------|------------------------------|-------------|
| CREDIT CARD BILL PAID WITHOUT RECEIPTS | | | | | | |
| ** Sheriff | 080-040-533.89 | VR#040-140 | 05/27/11 | Teleflora purchase 5/12 | Visa Cardmember Services | \$ 59.38 |
| ** Mental Health Board | 090-053-533.95 | VR#053-251 | 07/07/11 | Schnuck's purchase 6/10 | Visa Cardmember Services | \$ 51.40 |
| ** Mental Health Board | 090-053-533.84 | VR#053-251 | 07/07/11 | Original Pancake House 4/25 | Visa Cardmember Services | \$ 95.39 |
| ** Animal Control | 091-047-522.44 | VR#091-198 | 06/27/11 | Farm & Fleet cart 5/28 | Visa Cardmember Services | \$ 24.99 |
| FY2010 EXPENDITURES PAID IN FY2011 | | | | | | |
| ** Public Properties | 080-071-534.58 | VR#071-650 | 06/16/11 | Weaver Park maint. May-Nov | Urbana Park District | \$ 1,353.94 |
| ** County Highway | 083-060-533.07 | VR#083-479 | 07/01/11 | Title search Sept 2010 | Chicago Title | \$ 160.00 |
| ** Circuit Court | 080-031-533.03 | VR#031-212 | 06/23/11 | Attorney service 10/29-11/30 | Diana Lenik | \$ 27.50 |
| ** Circuit Court | 080-031-533.42 | VR#031-220 | 06/30/11 | Courtroom audio srvc Jul-Nov | Robert Phillippe Enterprises | \$ 55.00 |
| ** Circuit Court | 080-031-533.03 | VR#031-235 | 07/07/11 | Attorney service 9/16-11/30 | Bruce Ratcliffe | \$ 30.00 |
| ** Probation Srvcs Fund | 618-052-533.07 | VR#618-189 | 07/05/11 | Therapy sessions Sep-Oct | Kleppin & Associates | \$ 150.00 |

*****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. 7804

PAYMENT OF CLAIMS AUTHORIZATION

July, 2011

FY 2011

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$6,729,774.34 including warrants 454635 through 455738; and

WHEREAS, The claims included on the list were paid in accordance with Resolution No. 3190; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that payment of the claims totaling \$6,729,774.34 including warrants 454635 through 455738 is approved.

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

C. Pius Weibel, Chair
Champaign County Board

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

INTEROFFICE MEMORANDUM

TO: CHAMPAIGN COUNTY BOARD
FROM: ELIZABETH MURPHY
SUBJECT: BUDGET AMENDMENT #11-00033
DATE: 7/14/2011

The attached budget amendment is submitted to accommodate a Percentage of Income Payment Plan (PIPP) grant award effective September 1, 2011 from the Illinois Department of Commerce and Economic Opportunity. The Percentage of Income Payment Plan (PIPP) is a mandatory bill payment assistance program for low-income residential customers of utilities serving more than 100,000 retail customers as of July 1, 2009. By legislation, the Percentage of Income Payment Plan (PIPP) will:

- Bring participant's gas and electric bills into the range of affordability;
- Provide incentives for participants to make timely payments;
- Encourage participants to reduce usage and participate in conservation and energy efficiency measures that reduces the customers' bills and payment requirement; and
- Identify participants whose homes are most in need of weatherization.

The Percentage of Income Payment Plan (PIPP) places targeted customers on a monthly budget billing program with a fixed, affordable client contribution (usually \$10/month). The participating utilities (Ameren, Nicor) contribute the balance of the client's monthly budget bill and offer forgiveness of outstanding arrearages in a phase manner if the client made its payment in a timely manner.

The Percentage of Income Payment Plan (PIPP) requires eligible client income to be less than or equal to 150% of the federal poverty level with an established maximum annual benefit of \$1,800 and maximum annual monthly benefit of \$150/month. The Percentage of Income Payment Plan (PIPP) will offer an arrearage forgiveness of \$1,000 annually per energy source for on-time client payments.

The Regional Planning Commission is the designated local administering agency for the Low Income Home Energy Assistance Program (LIHEAP) and the recently created Percentage of Income Payment Plan (PIPP) program. The budget amendment provides for utility payments on behalf of eligible low income clients and limited funding for staff service delivery. These energy assistance programs are focused on serving the most vulnerable groups including the elderly, the disabled, and households with young children under the age of five. The goal is to serve a representative percentage of the total eligible population of these groups in Champaign County. Performance goals will be monitored throughout the year by the Department of Commerce and Economic Opportunity.

We respectfully request approval of this budget amendment.

RESOLUTION NO. 7805

BUDGET AMENDMENT

July 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 #11-00033

Fund 075 Regional Planning Commission
Dept. 867 LIHEAP - % Income Payment Plan-Even

| <u>ACCOUNT DESCRIPTION</u> | <u>AMOUNT</u> |
|--|------------------|
| Increased Appropriations: | |
| 511.03 Regular Full-Time Employees | \$10,000 |
| 534.31 Energy Assistance | <u>\$200,000</u> |
| Total | \$210,000 |
| Increased Revenue: | |
| 334.86 Illinois DCEO – LIHEAP/Weatherization | <u>\$210,000</u> |
| Total | \$210,000 |

REASON: To accommodate receipt of new grant award from Illinois Department of Commerce & Economic Opportunity for Percentage Income Payment Program. This program provides assistance to low income utility customers who meet the requirement for a percentage of income payment toward utility bills.

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

C. Pius Weibel, Chair
Champaign County Board

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

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 867 LIHEAP-% INC PMT PLAN-EVN

INCREASED APPROPRIATIONS:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|---|-----------------------------|----------------|-------------------------------|-------------------------------|
| 075-867-511.03 REG. FULL-TIME EMPLOYEES | 0 | 0 | 10,000 | 10,000 |
| 075-867-534.31 ENERGY ASSISTANCE | 0 | 0 | 200,000 | 200,000 |
| TOTALS | 0 | 0 | 210,000 | 210,000 |

INCREASED REVENUE BUDGET:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|--|-----------------------------|----------------|-------------------------------|-------------------------------|
| 075-867-334.86 IL DCEO-LIHEAP/WEATHERZTN | 0 | 0 | 210,000 | 210,000 |
| TOTALS | 0 | 0 | 210,000 | 210,000 |

EXPLANATION: TO ACCOMMODATE RECEIPT OF NEW GRANT AWARD FROM ILLINIOS DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY FOR PERCENTAGE OF INCOME PAYMENT PROGRAM. THIS PROGRAM PROVIDES ASSISTANCE TO LOW INCOME UTILITY CUSTOMERS WHO MEET THE REQUIREMENTS FOR A PERCENTAGE OF INCOME PAYMENT TOWARD UTILITY BILLS.

DATE SUBMITTED: 6/28/11 AUTHORIZED SIGNATURE [Signature] **** PLEASE SIGN IN BLUE INK ****

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON
URBANA, IL 61802
(217) 384-3776
(217) 384-3765 – PHYSICAL PLANT
(217) 384-3896 – FAX
(217) 384-3864 – TDD
www.co.champaign.il.us

ADMINISTRATIVE SUPPORT
INFORMATION TECHNOLOGY
MICROGRAPHICS
PURCHASING
PHYSICAL PLANT
SALARY ADMINISTRATION

Memo

To: County Board
Debbie
From: Debbie Mennenga, Insurance Specialist
Date: 7/6/2011
Re: 2011 Unemployment Tax Payments

For FY11 \$175,000 was budgeted for payment of 2011 quarterly unemployment taxes. A slight increase to our 2011 rate was expected (FY10 budget was \$160,000).

In late December, 2010 we received notice from IDES of our 2011 unemployment tax rate. The tax rate increased from 3.05% of the first \$12,520 paid/employee to 4.20% of the first \$12,740 paid/employee. This rate change significantly increased the per employee cost of unemployment from \$381.86 to \$535.08 – an increase of \$153.22 per employee per year.

Approval of the attached budget amendment is requested to adjust the budget for expected unemployment tax payments for 2011.

Thank you.

RESOLUTION NO. 7809

BUDGET AMENDMENT

July 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 #11-00034

Fund 076 Tort Immunity Tax Fund
Dept. 075 General County

| <u>ACCOUNT DESCRIPTION</u> | | <u>AMOUNT</u> |
|-------------------------------|-------|---------------|
| Increased Appropriations: | | |
| 513.05 Unemployment Insurance | | \$45,000 |
| | Total | \$45,000 |
| Increased Revenue: | | |
| None: from Fund Balance | | \$0 |
| | Total | \$0 |

REASON: For payment of expected 2011 unemployment tax obligation.

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

C. Pius Weibel, Chair
Champaign County Board

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

FUND 076 TORT IMMUNITY TAX FUND DEPARTMENT 075 GENERAL COUNTY

INCREASED APPROPRIATIONS:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|---------------------------------------|-----------------------------|----------------|-------------------------------|-------------------------------|
| 076-075-513.05 UNEMPLOYMENT INSURANCE | 175,000 | 175,000 | 220,000 | 45,000 |
| | | | | |
| | | | | |
| TOTALS | 175,000 | 175,000 | 220,000 | 45,000 |

INCREASED REVENUE BUDGET:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|-------------------------|-----------------------------|----------------|-------------------------------|-------------------------------|
| None: from Fund Balance | | | | |
| | | | | |
| | | | | |
| TOTALS | 0 | 0 | 0 | 0 |

EXPLANATION: FOR PAYMENT OF EXPECTED 2011 UNEMPLOYMENT TAX OBLIGATION.

| | |
|--|---|
| DATE SUBMITTED: <p style="font-size: 1.2em;">7-7-2011</p> | AUTHORIZED SIGNATURE ** PLEASE SIGN IN BLUE INK ** <p style="font-size: 1.5em; text-align: center;"><i>Debra L. Busby</i></p> |
|--|---|

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

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RESOLUTION NO. 7807

BUDGET AMENDMENT

July 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 #11-00035

Fund 091 Animal Control
Dept. 047 Animal Control

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:
513.05 Unemployment Insurance

\$1,100

Total

\$1,100

Increased Revenue:
None: from Fund Balance

\$0

Total

\$0

REASON: Budget amendment to cover cost of unemployment insurance.

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

C. Pius Weibel, Chair
Champaign County Board

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

FUND 091 ANIMAL CONTROL

DEPARTMENT 047 ANIMAL CONTROL

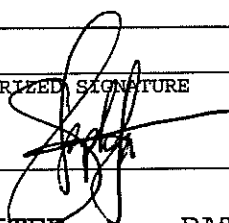
INCREASED APPROPRIATIONS:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|---------------------------------------|-----------------------------|----------------|-------------------------------|-------------------------------|
| 091-047-513.05 UNEMPLOYMENT INSURANCE | 3,421 | 3,421 | 4,521 | 1,100 |
| | | | | |
| | | | | |
| TOTALS | 3,421 | 3,421 | 4,521 | 1,100 |

INCREASED REVENUE BUDGET:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|-------------------------|-----------------------------|----------------|-------------------------------|-------------------------------|
| None: from Fund Balance | | | | |
| | | | | |
| | | | | |
| TOTALS | 0 | 0 | 0 | 0 |

EXPLANATION: BUDGET AMENDMENT TO COVER COST OF UNEMPLOYMENT INSURANCE

DATE SUBMITTED: 7-8-11 AUTHORIZED SIGNATURE  ** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

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CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON
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ADMINISTRATIVE SUPPORT
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PHYSICAL PLANT
SALARY ADMINISTRATION

MEMORANDUM

TO: COUNTY BOARD

FROM: Deb Busey, County Administrator

DATE: July 14, 2011

RE: Budget Amendments 11-00032, 11-00031 and 11-00030

At your meeting on July 21, 2011, you will be considering the above-referenced budget amendments with Resolution No. 7806, 7808 and 7810. Please be advised that each of these amendments is required to increase staffing budgets in the relevant funds to accommodate the FY2011 wage increases previously approved by the County Board for the AFSCME General Unit, AFSCME State's Attorney Unit, AFSCME Circuit Court Unit, and AFSCME Circuit Clerk Unit.

The amendments noted above are to allocate these required increases for the Law Library Fund, Animal Control Fund and General Corporate Fund.

If you have questions, please feel free to contact me.

RESOLUTION NO. 7806

BUDGET AMENDMENT

July 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 #11-00032

Fund 091 Animal Control
Dept. 047 Animal Control

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

511.03 Regular Full-Time Employees

\$4,192

511.04 Regular Part-Time Employees

\$310

Total

\$4,502

Increased Revenue:

None: from Fund Balance

\$0

Total

\$0

REASON: Transfer to cover cost of AFSCME salary increases.

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

C. Pius Weibel, Chair
Champaign County Board

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

FUND 091 ANIMAL CONTROL

DEPARTMENT 047 ANIMAL CONTROL

INCREASED APPROPRIATIONS:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|---|-----------------------------|----------------|-------------------------------|-------------------------------|
| 091-047-511.03 REG. FULL-TIME EMPLOYEES | 224,799 | 223,799 | 227,991 | 4,192 |
| 091-047-511.04 REG. PART-TIME EMPLOYEES | 47,127 | 46,839 | 47,149 | 310 |
| TOTALS | 271,926 | 270,638 | 275,140 | 4,502 |

INCREASED REVENUE BUDGET:

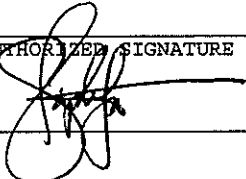
| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|-------------------------|-----------------------------|----------------|-------------------------------|-------------------------------|
| None: from Fund Balance | | | | |
| TOTALS | 0 | 0 | 0 | 0 |

EXPLANATION: TRANSFER TO COVER COST OF AFSCME SALARY INCREASES

DATE SUBMITTED:

6-20-11

AUTHORIZED SIGNATURE



** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

| | | |
|--|--|--|
| | | |
| | | |
| | | |

RESOLUTION NO. 7808

BUDGET AMENDMENT

July 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 #11-00031

Fund 092 Law Library
Dept. 074 Law Library

| <u>ACCOUNT DESCRIPTION</u> | | <u>AMOUNT</u> |
|------------------------------------|-------|---------------|
| Increased Appropriations: | | |
| 511.04 Regular Part-Time Employees | | <u>\$450</u> |
| | Total | \$450 |
| Increased Revenue: | | |
| None: from Fund Balance | | <u>\$0</u> |
| | Total | \$0 |

REASON: Pursuant to Resolution No. 7690, AFSCME bargaining unit employees (including the part-time Law Librarian) received salary increases for FY2011. The Law Library Fund balance will be used to increase line item 092-74-511.04

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

C. Pius Weibel, Chair
Champaign County Board

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

FUND 092 LAW LIBRARY

DEPARTMENT 074 LAW LIBRARY

INCREASED APPROPRIATIONS:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|---|-----------------------------|----------------|-------------------------------|-------------------------------|
| 092-074-511.04 REG. PART-TIME EMPLOYEES | 17,540 | 17,540 | 17,990 | 450 |
| | | | | |
| | | | | |
| TOTALS | 17,540 | 17,540 | 17,990 | 450 |

INCREASED REVENUE BUDGET:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|-------------------------|-----------------------------|----------------|-------------------------------|-------------------------------|
| None: from Fund Balance | | | | |
| | | | | |
| | | | | |
| TOTALS | 0 | 0 | 0 | 0 |

EXPLANATION: PURSUANT TO RESOLUTION NO. 7690, AFSCME BARGAINING UNIT EMPLOYEES (INCLUDING THE PART-TIME LAW LIBRARIAN) RECEIVED SALARY INCREASES FOR FY11. THE LAW LIBRARY FUND BALANCE WILL BE USED TO INCREASE LINE ITEM 092-074-511.04.

DATE SUBMITTED: 6/20/11 AUTHORIZED SIGNATURE: *[Signature]* ** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

RESOLUTION NO. 7810

BUDGET AMENDMENT

July 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 #11-00030

- Fund 080 General Corporate
- Dept. 016 Administrative Services
- Dept. 020 Auditor
- Dept. 022 County Clerk
- Dept. 023 Recorder
- Dept. 025 Supervisor of Assessments
- Dept. 026 County Treasurer
- Dept. 030 Circuit Clerk
- Dept. 031 Circuit Court
- Dept. 032 Jury Commission
- Dept. 036 Public Defender
- Dept. 040 Sheriff
- Dept. 041 State's Attorney
- Dept. 042 Coroner
- Dept. 043 Emergency Management Agency
- Dept. 051 Juvenile Detention Center
- Dept. 052 Court Services
- Dept. 071 Physical Plant
- Dept. 130 Circuit Clerk Support Enforcement
- Dept. 140 Correctional Center
- Dept. 141 State's Attorney Support Enforcement

ACCOUNT DESCRIPTION

AMOUNT

| <u>ACCOUNT DESCRIPTION</u> | <u>AMOUNT</u> |
|--|---------------|
| Increased Appropriations: | |
| 016-511.03 Regular Full-Time Employees | \$1,018 |
| 020-511.03 Regular Full-Time Employees | \$1,018 |
| 022-511.03 Regular Full-Time Employees | \$9,616 |
| 022-511.04 Regular Part-Time Employees | \$156 |
| 023-511.03 Regular Full-Time Employees | \$2,800 |

| | |
|---|----------------|
| 025-511.03 Regular Full-Time Employees | \$3,322 |
| 026-511.03 Regular Full-Time Employees | \$2,408 |
| 030-511.03 Regular Full-Time Employees | \$22,497 |
| 030-511.04 Regular Part-Time Employees | \$305 |
| 031-511.03 Regular Full-Time Employees | \$15,146 |
| 032-511.04 Regular Part-Time Employees | \$584 |
| 036-511.03 Regular Full-Time Employees | \$1,899 |
| 040-511.03 Regular Full-Time Employees | \$6,656 |
| 041-511.03 Regular Full-Time Employees | \$7,596 |
| 042-511.03 Regular Full-Time Employees | \$2,647 |
| 043-511.05 Temporary Salaries & Wages | \$133 |
| 051-511.03 Regular Full-Time Employees | \$439 |
| 052-511.03 Regular Full-Time Employees | \$1,704 |
| 071-511.03 Regular Full-Time Employees | \$14,638 |
| 071-511.04 Regular Part-Time Employees | \$543 |
| 071-511.24 Joint Department Regular Employees | \$261 |
| 071-511.44 No-Benefit Part-Time Employees | \$578 |
| 130-511.03 Regular Full-Time Employees | \$1,293 |
| 140-511.03 Regular Full-Time Employees | \$10,505 |
| 140-511.04 Regular Part-Time Employees | \$1,265 |
| 140-511.24 Joint Department Regular Employees | \$300 |
| 141-511.03 Regular Full-Time Employees | <u>\$2,447</u> |
| Total | \$111,774 |

| | |
|-------------------------|-----|
| Increased Revenue: | |
| None: from Fund Balance | \$0 |
| Total | \$0 |

REASON: To increase department budgets to accommodate FY2011 salary increases for AFSCME bargaining unit employees pursuant to Resolution No. 7690

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

C. Pius Weibel, Chair
Champaign County Board

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

| | |
|----------------------------|--|
| FUND 080 GENERAL CORPORATE | DEPARTMENT 016 ADMINISTRATIVE SERVICES |
| 080 GENERAL CORPORATE | 020 AUDITOR |
| 080 GENERAL CORPORATE | 022 COUNTY CLERK |
| 080 GENERAL CORPORATE | 023 RECORDER |
| 080 GENERAL CORPORATE | 025 SUPERVISOR OF ASSESSMENT |
| 080 GENERAL CORPORATE | 026 COUNTY TREASURER |

INCREASED APPROPRIATIONS:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|----------------------|-----------------------------|----------------|-------------------------------|-------------------------------|
| See attached | | | | |
| | | | | |
| | | | | |
| TOTALS | 10,488,296 | 10,320,469 | 10,432,243 | 111,774 |

INCREASED REVENUE BUDGET:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|-------------------------|-----------------------------|----------------|-------------------------------|-------------------------------|
| None: from Fund Balance | | | | |
| | | | | |
| | | | | |
| TOTALS | 0 | 0 | 0 | 0 |

EXPLANATION: TO INCREASE DEPARTMENT BUDGETS TO ACCOMMODATE FY2011 SALARY INCREASES FOR AFSCME BARGAINING UNIT EMPLOYEES PURSUANT TO RESOLUTION NO. 7690.

| | | |
|------------------------------|--|-------------------------------|
| DATE SUBMITTED: 6-20-2011 | AUTHORIZED SIGNATURE <i>Debra L. Bury</i> | ** PLEASE SIGN IN BLUE INK ** |
|------------------------------|--|-------------------------------|

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

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INCREASED APPROPRIATIONS:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|---|-----------------------------|----------------|-------------------------------|-------------------------------|
| 080-016-511.03 REG. FULL-TIME EMPLOYEES | 813,565 | 609,513 | 610,531 | 1,018 |
| 080-020-511.03 REG. FULL-TIME EMPLOYEES | 198,589 | 201,663 | 202,681 | 1,018 |
| 080-022-511.03 REG. FULL-TIME EMPLOYEES | 347,182 | 347,635 | 357,251 | 9,616 |
| 080-022-511.04 REG. PART-TIME EMPLOYEES | 7,717 | 7,717 | 7,873 | 156 |
| 080-023-511.03 REG. FULL-TIME EMPLOYEES | 114,867 | 115,729 | 118,529 | 2,800 |
| 080-025-511.03 REG. FULL-TIME EMPLOYEES | 235,074 | 236,327 | 239,649 | 3,322 |
| 080-026-511.03 REG. FULL-TIME EMPLOYEES | 147,537 | 148,810 | 151,218 | 2,408 |
| 080-030-511.03 REG. FULL-TIME EMPLOYEES | 896,698 | 897,540 | 920,037 | 22,497 |
| 080-030-511.04 REG. PART-TIME EMPLOYEES | 12,017 | 12,017 | 12,322 | 305 |
| 080-031-511.03 REG. FULL-TIME EMPLOYEES | 528,532 | 531,586 | 546,732 | 15,146 |
| 080-032-511.04 REG. PART-TIME EMPLOYEES | 25,223 | 25,223 | 25,807 | 584 |
| 080-036-511.03 REG. FULL-TIME EMPLOYEES | 811,402 | 787,403 | 789,302 | 1,899 |
| 080-040-511.03 REG. FULL-TIME EMPLOYEES | 204,970 | 206,262 | 212,918 | 6,656 |
| 080-041-511.03 REG. FULL-TIME EMPLOYEES | 1,701,940 | 1,729,688 | 1,737,284 | 7,596 |
| 080-042-511.03 REG. FULL-TIME EMPLOYEES | 155,048 | 155,048 | 157,695 | 2,647 |
| 080-043-511.05 TEMP. SALARIES & WAGES | 1,700 | 1,700 | 1,833 | 133 |
| 080-051-511.03 REG. FULL-TIME EMPLOYEES | 1,380,723 | 1,390,120 | 1,390,559 | 439 |
| 080-052-511.03 REG. FULL-TIME EMPLOYEES | 1,293,969 | 1,298,374 | 1,300,078 | 1,704 |
| TOTALS | 8,876,753 | 8,702,355 | 8,782,299 | 79,944 |

INCREASED REVENUE BUDGET:

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

Julia R. Rietz
State's Attorney

Steven D. Ziegler
First Assistant State's Attorney

Theresa A. Smith
Executive Assistant to State's Attorney
email: tsmith@co.champaign.il.us

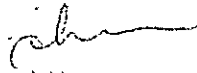


Courthouse
101 East Main Street
P. O. Box 785
Urbana, Illinois 61801
Phone (217) 384-3733
Fax (217) 384-3816

**Office of
State's Attorney
Champaign County, Illinois**

MEMO

TO: Champaign County Board

FROM: Theresa A. Smith, Executive Assistant to State's Attorney 

RE: Approval of DCFS Intergovernmental Agreement

DATE: July 13, 2011

Please find attached DCFS Intergovernmental Agreement for the period July 1, 2011 – June 30, 2012.

The original agreement with DCFS was for \$18,000 and the first period of this agreement began December 1, 1998 to June 30, 1999 (a partial year start-up). This agreement has continued since 1998 and funding is now at \$36,000.

This agreement is to help enhance services on Termination of Parental Rights cases by providing legal support to review these cases.

We respectfully request the continuance of this Intergovernmental Agreement between the Department of Children and Family Services of the State of Illinois and Champaign County, Illinois.

RESOLUTION NO. 7811

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND CHAMPAIGN COUNTY

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 Champaign County State's Attorney's Office (hereinafter "State's Attorney") provides legal services and support staff to the Department of Children and Family Services of the State of Illinois (hereinafter "DCFS") relative to termination of parental rights cases as requested by DCFS; and

WHEREAS, An intergovernmental agreement between the DCFS and Champaign County has been prepared to enable the State's Attorney to supply an additional attorney to provide dedicated legal services for activities involved with parental rights termination cases; and

WHEREAS, DCFS will pay the Champaign County twelve (12) equal monthly installments of \$3,000.00 for a term from July 1, 2011 through June 30, 2012 for a total the sum of \$36,000.00; and

WHEREAS, All monies received from DCFS pursuant to the intergovernmental agreement shall be used to provide either contractual payments or wages to the dedicated attorney;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreement with the Department of Children and Family Services of the State of Illinois to provide an additional dedicated attorney relative to termination of parental rights cases through the Champaign County State's Attorney.

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

C. Pius Weibel, Chair
Champaign County Board

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OF THE
STATE OF ILLINOIS
AND
CHAMPAIGN COUNTY, ILLINOIS

The Department of Children and Family Services of the State of Illinois ("DCFS") and Champaign County, Illinois ("County"), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement ("this Agreement"), each agreeing as follows:

A. SERVICES

1. County shall provide to DCFS legal services and support staff relative to termination of parental rights cases as requested by DCFS. County shall provide through the office of the State's Attorney of Champaign County, Illinois ("the State's Attorney") an attorney to review, prepare and determine to prosecute certain additional parental termination cases transmitted to County by DCFS during the term of this Agreement ("the Case(s)"), whose services shall include as to each Case, review of the appropriateness of filing a Petition or Motion requesting termination of parental rights ("Petition"); all necessary preparation and filing of the Petition, summons, subpoenas, notices, motions, all other necessary pleadings and Court filings; preparation for Court appearances including, but not limited to, research, interviews, conferences with caseworkers, witnesses, and other attorneys; and all other duties normally and customarily associated with, or required relative to, prosecution of such cases; plus maintaining and preparing for transmittal to DCFS those records and reports as required by Paragraphs 20 and 21 of this Agreement. The State's Attorney, as an officer of County, agrees to provide personnel to perform the services required by this Agreement and to supervise, monitor, report and perform the other duties required of the State's Attorney by this Agreement.

B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY

2. County and DCFS each acknowledges that the underlying purpose for their agreements contained in this Agreement is to permit County to provided an additional person(s) to serve as a full or part time independent contractor or employee serving under the direction of the State's Attorney to provide dedicated services as specified in Paragraph 1 of this Agreement. Each such person is referred to hereafter in this Agreement as "Attorney".

3. Attorney shall be a licensed attorney whose services are provided in addition to the regular staff of the State's Attorney, whether provided as a fulltime employee of the State's Attorney. County shall certify in writing delivered to the General Counsel of DCFS and the local Regional Counsel of DCFS at the beginning of the term of this Agreement that any Attorney provided under this Agreement is a licensed attorney provided in addition to the regular staff of the State's Attorney, whether provided as an additional independent contractor or as an additional full or part time employee of the State's Attorney. County shall additionally certify in writing delivered

to the General Counsel and local Regional Counsel of DCFS within five (5) calendar days of any such occurrence, each change to the then existing certification relative to the matters contained in this Paragraph.

C. TERMS AND PAYMENTS

4. The term of this Agreement is from July 1, 2011 through June 30, 2012 unless terminated prior thereto in accordance with the terms of this Agreement.

5. (A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 36,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,000.00 , each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used to provide direct payment, of either contractual payment or wages to Attorney(s); and that none of said monies will be used to provide employee benefits to any Attorney including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) County shall provide at its own expense, any and all necessary telephone costs, facsimile charges, office space, office equipment, office supplies, clerical staff, secretarial staff, and other support staff necessary and/or desirable for the providing of services under this Agreement, and all reasonable expenses of prosecuting the Cases, including, but not limited to, filing fees, service fees, publication costs, subpoenas fees, witness fees, Court reporter fees and fees for the preparation or production of exhibits, except only those such expenses, if any, agreed to be furnished or reimbursed to County by DCFS through a written agreement executed by DCFS prior to the increment of said expense(s).

6. DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

7. County represents that its Federal Tax Identification number is 37-6006910.

D. LEGAL SERVICES

8. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.

9. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.

10. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel and its local Regional Counsel, each, an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.

11. Each Attorney shall attempt to schedule Court hearings relative to the Cases for at least one (1) full Court day per calendar week and shall be available to attend same.

12. The directions and Case assignments of each Attorney provided by County to perform services under this Agreement shall be made by the State's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.

13. (A) The maximum number of open Cases that may be assigned to the State's Attorney at any one time under this Agreement is eight (8) unless the State's Attorney agrees to accept a greater number of Cases.

(B) The maximum number of open Cases that the State's Attorney may assign to any one Attorney at any one time under this Agreement is eight (8) unless that Attorney agrees to accept a greater number of Cases.

(C) For purposes of calculations made under this Paragraph, the Cases of siblings having the same parents, both mother and father, shall count as a single Case regardless of the number of such siblings.

14. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.

15. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

E. SELECTION OF PERSONNEL

16. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney. DCFS shall have the right to provide to the State's Attorney, through the State's Attorney or her/his designee, any comments DCFS may desire relative to each said licensed attorney. The State's Attorney shall consider any such comments received from DCFS in hiring and/or assigning said licensed attorney to provide as Attorney any of the services to be provided under this Agreement. Nothing in this Agreement shall provide to DCFS either the direct right, or the right to require the State's Attorney, to hire, refuse to hire, supervise, discipline, refuse to discipline, terminate or refuse to terminate any specific or particular person provided by the State's Attorney as Attorney to perform any of the services to be provided under this Agreement by any Attorney qualified by DCFS pursuant to Paragraph 17 hereof.

17. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

18. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

19. All terms of employment and/or contract, in addition to the monies provided by DCFS for the salary of the attorney, between County and each attorney or other support personnel provided by County to perform any of the services to be provided under this Agreement shall be solely bargained for, and provided by, County.

F. REPORTING REQUIREMENTS

20. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court;

the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

21. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

G. APPEALS

22. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

H. OWNERSHIP OF FILE MATERIALS

23. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph 23 shall survive the termination of this Agreement.

I. STANDARD OF PERFORMANCE

24. The State's Attorney acknowledges that in evaluation of performance under this Agreement, the standard to be used to determine whether or not satisfactory performance has been made by the State's Attorney will be the completion of an average of 2.5 Cases per calendar month per assigned attorney and that same shall be used relative to decisions affecting termination or renewal of this Agreement.

I. TERMINATION

25. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph 4 herein.

26. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.

27. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

J. GENERAL PROVISIONS

28. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.

29. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.

30. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.

31. County and DCFS each agrees that the titles given to the various Sections of this Agreement are for reference only and are not any substantive provisions of this Agreement.

32. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

33. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms,

conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this 30th day of June, 20 11.

Champaign County, Illinois

BY: Julia R. Rupp 

State's Attorney of
Champaign County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from Champaign County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.

(Signature)

C. Pius Weibel
(Print Name)

1776 E. Washington Street
Street Address

FEIN #37-600-6910
(Social Security Number)

County Board Chairman
Title

Urbana, IL 61802
City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: _____

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from the Department of Children and Family Service of the State of Illinois to execute this Agreement on behalf of said Department and to bind said Department to the terms, conditions and provisions of this Agreement.

(Signature)

(Print Name)

Street Address

(Social Security Number)

Title

City and ZIP Code

A:\Termination Contracts\Intergovernmental Agreement.006.wpd

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

- 1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of the other sanctions or preclude application of sanctions not specifically identified.

- 2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance of this contract.
- 3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580).
- 4. Public Agency certifies that the Public Agency is not participating in and shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1(2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 587)

PUBLIC AGENCY (show Name of Public Agency)
County of Champaign, State of Illinois
 Signature: _____
 Printed Name: C. Pius Weibel
 Title: County Board Chair Date: 06/30/11

PUBLIC AGENCY (show Name of Public Agency)
Dept. of Children and Family Services
 Signature: _____
 Printed Name: Erwin McEwen
 Title: Director Date: _____

RESOLUTION NO. 7812

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF RANTOUL FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

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 Edward Byrne Memorial Justice Assistance Grant Program (hereinafter "JAG") is a partnership among the federal, state, and local governments to create safer communities by improving the functioning of the criminal justice system; and

WHEREAS, The County of Champaign, the City of Urbana, the City of Champaign, and the Village of Rantoul desire to apply for JAG funds to fund individual projects in Champaign County, the City of Urbana, the City of Champaign, and the Village of Rantoul; and

WHEREAS, An intergovernmental agreement between County of Champaign, the City of Urbana, the City of Champaign, and the Village of Rantoul has been prepared and outlines the responsibilities of each party;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into an intergovernmental agreement with the City of Champaign, the City of Urbana, and the Village of Rantoul for the Edward Byrne Memorial Justice Assistance Grant Program.

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

C. Pius Weibel, Chair
Champaign County Board

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

INTERGOVERNMENTAL AGREEMENT
JAG PROGRAM

(City of Champaign, City of Urbana, Champaign County, Village of Rantoul)

THIS AGREEMENT is made and entered by and among the City of Champaign, an Illinois Municipal Corporation ("Champaign"), the City of Urbana, an Illinois Municipal Corporation ("Urbana"), Champaign County, an Illinois Unit of Local Government ("County"), and the Village of Rantoul, an Illinois Municipal Corporation ("Rantoul") effective on the last date signed by a party hereto.

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 the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The Edward Byrne Memorial Justice Assistant Grant Program (JAG) is a partnership among federal, state, and local governments to create safer communities by improving the functioning of the criminal justice system; and

WHEREAS, Champaign, Urbana, the County and Rantoul desire to apply for JAG funds to fund individual projects in the City of Champaign, City of Urbana, Champaign County and Village of Rantoul.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Funds. The parties acknowledge, as of the date of this Agreement, the total anticipated grant available to all agencies is NINETY-FOUR THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS (\$94,894.00).

Section 2. Grant Disposition. Proceeds from the grant shall be distributed to Champaign, Urbana, County and Rantoul for funding individual local projects fitting into the JAG guidelines, in the amounts set forth in Exhibit A. Urbana, County and Rantoul shall notify Champaign prior to expenditure of any funds indicating the purpose of the expenditure. If the purpose is not, or may not be, within the JAG program guidelines, the parties shall discuss the purchase and no purchase shall be made until the parties have resolved the issue.

Section 3. Lead Agency. The City of Champaign is hereby designated the Lead Agency for this Agreement. Responsibilities shall include leading the application process for the JAG funds, accepting any and all funds awarded through the JAG program, establishing a trust fund in which to deposit the funds received through the JAG program, distributing funds to Urbana, County and Rantoul and preparing required reports.

Section 4. Representative; Information Requirements. Each participant shall designate one representative to fulfill the requirements of this Agreement. The representative shall exercise due diligence in providing any and all information necessary or convenient for the performance of the duties required by Champaign in Section 3 above, including submitting the JAG application and preparation of performance measures and program assessment data.

Section 5. Fund Restriction. The parties agree that no funds will be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety, and that the funds will not supplant existing budgeted funds.

Section 6. Liability. Nothing in the performance of this Agreement shall impose any liability for claims against any party other than claims for which liability may be imposed by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.

Section 7. Amendments. Amendments to this Agreement shall be made in writing and signed by all parties. In the event the amount of funds received is different from the amount set forth in Section 1, the parties shall exercise principals of good faith and fair dealing to amend Exhibit A in a manner consistent with the principles of this Agreement and in accordance with all JAG program requirements. Such amendments may be entered into by the chief administrative officers of Champaign, Urbana and Rantoul and the Sheriff.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney CB 2011-_____

State's Attorney

CITY OF URBANA

VILLAGE OF RANTOUL

By: _____
 Mayor

By: _____

DATED: _____

DATED: _____

ATTEST: _____
 City Clerk

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Village Attorney

EXHIBIT A
(City of Champaign, City of Urbana, Champaign County, Village of Rantoul)

JAG AWARD DISPOSITION

The 2011 JAG funds will be distributed to the Champaign Police Department, Urbana Police Department, the Champaign County Sheriff's Office and the Rantoul Police Department to fund individual projects fitting into the guidelines of the JAG grant.

| | |
|------------------|-----------------|
| Champaign PD | \$47,561 |
| Urbana PD | \$27,460 |
| Champaign County | \$ 5,694 |
| Rantoul PD | <u>\$14,179</u> |
| TOTAL | \$94,894 |

RESOLUTION NO. 7816

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR ANIMAL
IMPOUND SERVICES WITH THE CITY OF CHAMPAIGN

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. enables units of local government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign (hereinafter "County") provides an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, The County and the City of Champaign (hereinafter "City") desire to cooperate for the best interests of the County and the City; and

WHEREAS, An Intergovernmental Agreement for Animal Impound Services outlining the financial participation, the facilities, and the service responsibilities of the parties has been prepared between the County and the City; and

WHEREAS, The term of the Intergovernmental Agreement for Animal Impound Services is from July 1, 2011 to June 30, 2014;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreement for Animal Impound Services with the City of Champaign.

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

C. Pius Weibel, Chair
Champaign County Board

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

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUND SERVICES
(City of Champaign – County of Champaign)**

THIS AGREEMENT is made and entered into by and between the City of Champaign, an Illinois Municipal Corporation, (hereinafter referred to as "City") and the County of Champaign, (hereinafter referred to as "County") effective on the last date signed by a party hereto.

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 the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interest of the City and the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the City pursuant to the provisions of Chapter 7 of the Municipal Code of Champaign, 1985, as amended, entitled "Animals" ("Chapter 7"). The County shall provide all services necessary for the impound, care, transfer, and euthanasia of all animals delivered by the City. The County will be solely responsible for the hiring of facility personnel and veterinarian services. For the purposes of this agreement, "Veterinarian services" shall include rabies vaccinations, health evaluations, treatment of minor curable diseases, spaying/neutering, pain reduction services and euthanasia. In no event will the County be required to perform major surgery or treat terminal illnesses.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations, including Chapter 7. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the City to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the City responsible for the manner of operation or maintenance of the facilities.
3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, and no less than 3 hours per day Saturday, excluding County holidays. The County has sole discretion to establish the specific hours of operation per day. City personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the City for such purposes. The City shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.
4. **Equipment.** The County shall provide adequate facilities to house all animals delivered in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County will notify the City as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement. The City shall provide advance notice, to the extent practical, to the County, in the event any extraordinary event would result in a large influx of animals. The County shall have an affirmative duty to have in place, a stand-by contract with a facility licensed and approved by the State of Illinois to provide necessary facilities in the event the subject premises are at capacity.

5. **Notice of Delivery and Special Directions.** The City shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The City shall provide information concerning the nature of the impound and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.
6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the City or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the City or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.
7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form by the animal(s) owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.
8. **Fees.** The County is authorized to collect fees and fines for violations of Chapter 7 on behalf of the City, as set forth in the Champaign Municipal Code, 1985, as amended. The County is authorized to impose such additional fees and costs as authorized by the Champaign County Board. All fines and fees collected on behalf of the City shall be remitted monthly, to be received no later than the 15th day of each month. If an animal must be held

beyond seven (7) days because of court proceedings, the City will remit to the County any impound fees for said animal. After holding an animal for seven (7) days, any boarding fees received shall be paid to the County. It will be in the County's discretion to hold an animal beyond seven (7) days for any reason other than court proceedings.

9. **Term.** The term of this Agreement shall be for three years, commencing on July 1, 2011 and terminating on June 30, 2014, unless otherwise terminated as provided herein.

10. **Payment.** The City shall pay the sum of \$54,112.08 for the first year of the Agreement payable in monthly installments of \$4509.34 from July 1, 2011 through June 30, 2012; the sum of \$55,735.44 for the second year of the Agreement, payable in monthly installments of \$4644.62 from July 1, 2012 through June 30, 2013; and the sum of \$57,407.50 for the third year of the Agreement, payable in monthly installments of \$4,783.96 from July 1, 2013 through June 30, 2014. Monthly payments shall be made on or before the [pick a day of the month] day of the month in question. In March of each year that this agreement is in effect, the County shall provide an itemized statement of costs to the City and submit its proposed annual charge for the impound services provided for herein. The parties shall negotiate in good faith to issue any necessary amendments to this Agreement to facilitate the uninterrupted provision of services provided for herein on a fair and just basis.

11. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the City and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The City shall provide information concerning the status of pending cases upon request.

12. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the City of Champaign,

boarding dates, date of final disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Duration.** The initial term of this agreement shall be from the date last signed by the parties until June 30, 2014 unless earlier terminated by either party. All terms and conditions will remain in full force and effect unless otherwise amended as set forth herein.

13. **Termination.** Either party may terminate this contract with or without cause by providing ninety (90) days written notice to the other party.

14. The written notice shall be sent first class mail, return receipt requested to:

City Manager
City of Champaign
102 N. Neil Street
Champaign, Illinois 61820

Champaign County Board
Chair
1776 East Washington Street
Urbana, Illinois 61801

And

Champaign Chief of Police
82 E. University Avenue
Champaign, Illinois 61820

15. **Amendments.** This Agreement may be amended only by writing signed by both parties.

16. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

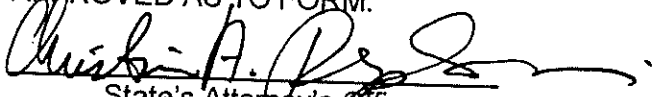
City Attorney

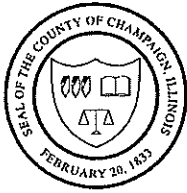
CB 2011- _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:


State's Attorney's Office



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON
URBANA, IL 61802
(217) 384-3776
(217) 384-3765 – PHYSICAL PLANT
(217) 384-3896 – FAX
(217) 384-3864 – TDD
Website: www.co.champaign.il.us

ADMINISTRATIVE SUPPORT
INFORMATION TECHNOLOGY
MICROGRAPHICS
PURCHASING
PHYSICAL PLANT
SALARY ADMINISTRATION

MEMORANDUM

TO: COUNTY BOARD

FROM: Deb Busey, County Administrator

DATE: July 14, 2011

RE: PROPOSAL for FUNDING CONVENTION & VISITORS BUREAU (CVB) IN
FY2012

ISSUE:

A request has been presented by members of the County Board that consideration be given to funding the Champaign County Convention and Visitors Bureau in FY2012 with proceeds from the County's Hotel Motel Tax. In order to leverage state matching funds for local contributions, The CVB requires a commitment from the County Board by July 31, 2011 to obtain FY2012 state funding. Every dollar of local funding is matched by the State for CVB operations.

HISTORY:

With Ordinance No. 234 (attached), the County Board established a tax on gross rental receipts of hotel rooms (hotel/motel tax) on February 17, 1987. At that time, the tax was established to defray the cost of the County's \$4 million pledge to the Willard Airport Project. The County's Willard Airport obligation was retired in 1998.

55 ILCS 5/5-1030 provides the statutory authority for the Hotel/Motel Tax and states that the proceeds shall be used to promote tourism, conventions, expositions, theatrical, sports and cultural activities within the County that will otherwise attract nonresident overnight visitors to the County. The mission and operation of the Champaign County Convention and Visitors Bureau is consistent with the definition for the use of proceeds generated by the local hotel/motel tax. The CVB has initiated events and projects

which generate economic benefit for the Champaign County Community. The dollars spent on CVB initiatives realize a return on investment to the local community many times over the initial investment.

The Champaign County Board has not previously provided funding to the Champaign County Convention and Visitors Bureau.

There are currently two facilities in Champaign County from which the County collects this revenue – Motel 6 and Sweet Dreams Bed and Breakfast. Total receipts from the tax over the last five years are:

FY2006 - \$12,533

FY2007 - \$ 6,743 (Motel 6 changed ownership in this year-was closed for remodeling most of the year)

FY2008 - \$29,915

FY2009 - \$31,856

FY2010 - \$27,579

Current estimate for FY2011 is \$22,242.

REQUESTED ACTION:

The County Board commits \$15,000 of its FY2012 Hotel/Motel Tax revenue to the Champaign County Convention and Visitors Bureau to enable its continuing work in generating tourism and the resulting economic benefits to the local economy.

ORDINANCE NO. 234

ORDINANCE ESTABLISHING A TAX ON GROSS
RENTAL RECEIPTS OF HOTEL ROOMS

WHEREAS, pursuant to Illinois Revised Statutes, ch. 34, sec. 409.12, the corporate authorities of a county may by ordinance impose a tax upon all persons engaged in such county in the business of renting, leasing, or letting rooms in a hotel which is not located within a city, village or incorporated town that imposes a tax under section 8-3-14 of the Illinois Municipal Code, as defined in the "The Hotel Operators' Occupation Tax Act," at a rate not to exceed 5% of the gross rental receipts from such renting, leasing or letting of hotel rooms; and

WHEREAS, the corporate authorities of a county may provide for the administration and enforcement of the tax; and

WHEREAS, the corporate authorities of a county may provide for the collection of the tax from persons subject to the tax as they determine to be necessary or practicable for the effective administration of the tax, and

WHEREAS, the amounts collected by any county pursuant to Illinois Revised Statute, ch. 34, sec. 409.12 shall be expended to promote tourism, conventions, expositions, theatrical, sports and cultural activities within the county or otherwise to attract nonresident overnight visitors to the county; and

WHEREAS, on the 17th day of June, 1986, the County Board Champaign County ("the County Board") resolved to pledge four million (\$4,000,000) dollars in 1989 to the expansion and improvement of the Willard Airport located within Champaign County ("the County"); and

WHEREAS, on the 17th day of June, 1986, the County Board further resolved to determine feasible financing methods to defray the costs of financing this pledge;


WHEREAS, an improved and enlarged Willard Airport within the County will promote tourism, conventions, expositions, theatrical, sports and cultural activities within the County and will otherwise attract nonresident overnight visitors to the County; and

WHEREAS, a tax on the gross rental receipts of hotel rooms will defray the costs of financing the County's four million dollar pledge to the Willard Airport project;

NOW THEREFORE BE IT ORDAINED by the Champaign County Board that a tax is hereby imposed upon persons engaged in the business of renting, leasing, or letting hotel rooms at the rate of 5% of the gross rental receipts from the renting, leasing or letting of such hotel rooms in any hotel located within the County which is not located within a city, village, or incorporated town that imposes a tax under Section 8-3-14 of the Illinois Municipal Code as defined in "The Hotel Operators' Occupation Tax Act";

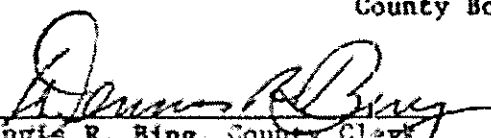
BE IT FURTHER ORDAINED that this Ordinance is to be effective on the first day of the calendar month next following its passage and required publication.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 17th day of February, 1987



Lyle E. Shields, Chairman
County Board of Champaign County, Illinois

ATTEST:



Dennis R. Bing, County Clerk
and ex-Officio Clerk of the
County Board of the County of
Champaign, Illinois

RESOLUTION NO. 7813

RESOLUTION AUTHORIZING FY2012 COMMITMENT TO THE CHAMPAIGN COUNTY
CONVENTION AND VISITORS BUREAU

WHEREAS, the Champaign County Board imposes a tax on gross rental receipts of hotel rooms as authorized by 55 ILCS 5/5-1030 and originally established by County Board Ordinance No. 234; and

WHEREAS, The Champaign County Convention and Visitors Bureau is an organization committed to promoting tourism in Champaign County, which has provided significant economic benefit to the local economy; and

WHEREAS, The Champaign County Board seeks to promote the continuing success and operation of the Champaign County Convention and Visitors Bureau by its own contribution and membership in the Convention and Visitors Bureau organization; and

WHEREAS, the Champaign County Board has determined that \$15,000 of the FY2012 revenue from the tax on gross rental receipts of hotel rooms collected by Champaign County is hereby committed to the Champaign County Convention and Visitors Bureau;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County that the County Administrator is directed to prepare the FY2012 General Corporate Fund/General County Budget to include an appropriation of \$15,000 for the Champaign County Convention and Visitors Bureau; and

BE IT FURTHER RESOLVED by the County Board of Champaign County that the County Clerk is directed to forward a fully executed copy of this Resolution to the Director of the Champaign County Convention and Visitors' Bureau as evidence of the County's contribution to that organization.

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

C. Pius Weibel, Chair
Champaign County Board

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