

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, September 17, 2015 – 6:30 p.m.

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

- 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**

Standing Committees:

- A. Highway & Transportation Committee Meeting – October 2, 2015 @ 9:00 a.m.
Fleet Maintenance Facility, 1605 E. Main Street, Urbana
- B. County Facilities Committee Meeting – October 6, 2015 @ 6:30 p.m.
*Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington Street, Urbana*
- C. Environment & Land Use Committee Meeting – October 8, 2015 @ 6:30 p.m.
*Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington Street, Urbana*

Committee of the Whole:

- A. Tuesday, September 29, 2015 @ 6:30 p.m.
Special Finance Committee of the Whole
*Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington Street, Urbana*
- B. Tuesday, October 13, 2015 @ 6:30 p.m.
(Finance; Policy, Personnel, & Appointments; Justice & Social Services)
*Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington Street, Urbana*

County Board:

- A. Public Hearing on FY2016 Budget – Thursday, September 24, 2015 @ 6:00 p.m.
- B. Regular County Board Meeting - Thursday, October 22, 2015 @ 6:30 p.m.

*Both held in the Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington Street, Urbana*

- VII. **Public Participation**
- VIII. ***Consent Agenda**
- IX. **Communications**

X. Veterans' Assistance Commission Presentation

XI. AFSCME Nursing Home Presentation

XII. Nursing Home 5-Year Financial Forecast

XIII. Standing Committees:

A. County Facilities

Summary of Action Taken at September 1, 2015 Meeting 70

B. Environment & Land Use

Summary or Action Taken at September 3, 2015 Meeting 71-72

C. Highway & Transportation

Summary of Action Taken at September 4, 2015 Meeting 73

XIV. Areas of Responsibility:

*Summary of Action Taken at September 8, 2015 Committee of the Whole Meeting
(Justice & Social Services; Finance; Policy, Personnel, & Appointments)* 74-79

A. Finance

1. Adoption of Resolution No. 9377 Authorizing Payment of Claims Authorization 80
2. Adoption of Resolution No. 9378 Authorizing Purchases Not Following the Purchasing Policy 81-82
3. Adoption of Resolution No. 9379 Regarding Charges for Services at the Champaign County Nursing Home 83-84

B. Policy, Personnel, & Appointments

1. Adoption of Resolution No. 9380 Approving the Champaign County Strategic Plan 2015 Update 85-88

XV. New Business

A. Finance

1. **Adoption of Resolution No. 9401 authorizing Budget Amendment 15-00047 Fund/Dept. 614 Recorder's Automation Fund-023 Recorder Increased Appropriations: \$50,000 Increased Revenue: None: from Fund Balance Reason: to Cover Additional Costs of Rebinding Books and the Shelves to Store Them. This amount was Scheduled to be Paid out of Next Year But the Books Were Finished Sooner than Originally Planned. I Also Had Money Set Aside Which the Auditor Made Me Pay Off a Lease which Used a Considerable Amount 89-92

XVI. Other Business

A. Semi-Annual Review of Closed Session Minutes

XVII. Recess

*Roll Call
**Roll call and 15 votes
***Roll call and 17 votes
****Roll call and 12 votes
Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

*The Lyle Shields Meeting Room for County Board and County Board Committee Meetings is from the north (rear) entrance to the Brookens Administrative Center facility which is located off of Lierman Avenue.
(The Washington Street entrance is not open for evening meetings.)*

Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.



COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois
Thursday, September 17, 2015 - 6:30 p.m.

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

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A. Facilities:

1. Adoption of Resolution No. 9372 Authorizing a Land Lease Between the County of Champaign and the United States of America 1-9
2. Adoption of Resolution No. 9373 Approving Amendment of Lease Between the County of Champaign and the Urbana Park District 10-11

B. Highway & Transportation:

1. Adoption of Resolution No. 9374 Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501 12-13
2. Adoption of Resolution No. 9375 Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501 14-15

C. Environment & Land Use:

1. Adoption of Resolution No. 9376 Authorizing the Multi-Jurisdictional Hazard Mitigation Plan Update 16

D. Policy, Personnel, & Appointments:

1. Adoption of Resolution No. 9381 Appointing James Gady to the Crow Cemetery Association, Unexpired Term Ending 6/30/2018 17
2. Adoption of Resolution No. 9382 Appointing Interim Supervisor of Assessments for Champaign County 18
3. Adoption of Resolution No. 9383 Authorizing the Procurement Policy for Champaign County Rural Transportation 19-32
4. Adoption of Resolution No. 9384 Authorizing an Intergovernmental Agreement Between the County of Champaign & CUMTD 33-42
5. Adoption of Resolution No. 9385 Authorizing Vehicle Lease Agreement Between the County of Champaign & CUMTD 43-54
6. Adoption of Resolution No. 9386 Authorizing Employee Health Insurance & Related Benefits for FY2016 55

E. Finance:

1. Adoption of Resolution No. 9387 Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel No. 30-054-0009 56
2. Adoption of Resolution No. 9388 Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel No. 29-050-0040 57
3. **Adoption of Resolution No. 9389 Authorizing Budget Amendment 15-00038 Fund/Dept. 850 Geographic Information System Joint Venture-111 GIS Consortium Increased Appropriations: \$5,812 Increased Revenue: None: from Fund Balance Reason: Fiscal Year 2014 Expenditures that were Accrued to Fiscal Year 2015 Due to Late Payment. 58

County Board Consent Agenda

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4. **Adoption of Resolution No. 9390 Authorizing Budget Amendment 15-00039 59
Fund/Dept. 080 General Corporate-026 Treasurer
Increased Appropriations: \$3,929
Increased Revenue: \$3,929
Reason: Dept of Revenue did not Pay Full Treasurer Stipend in 2009 and 2010. Treasurer Association Sued State for difference in 2010. Treasurer Prevailed in Court Case No. 10-MR-718 3/17/15
 5. **Adoption of Resolution No. 9391 Authorizing Budget Amendment 15-00040 60
Fund/Dept. 633 States Attorney Records Automation-041 States Attorney
Increased Appropriations: \$5,000
Increased Revenue: None: from Fund Balance
Reason: for Purchase of High-Volume Scanner
 6. **Adoption of Resolution No. 9392 Authorizing Budget Amendment 15-00041 61
Fund/Dept 080 General Corporate-077 Zoning & Enforcement
Increased Appropriations: \$3,000
Increased Revenue: None: from Fund Balance
Reason: To cover the cost for a Second Engineering Inspection for Demolition Project
 7. **Adoption of Resolution No. 9393 Authorizing Budget Amendment 15-00042 62
Fund/Dept. 080 General Corporate-077 Zoning & Enforcement
Increased Appropriations: \$28,200
Increased Revenue: None: from Fund Balance
Reason: Increase in Appropriation to Cover the Cost for Property Demolition Project at 1101 Carrol Avenue, Urbana, IL The Actual Cost Is Expected to be Less
 8. **Adoption of Resolution No. 9394 Authorizing Budget Amendment 15-00043 63
Fund/Dept. 083 Highway-060 Highway
Increased Appropriations: \$25,000
Increased Revenue: \$25,000
Reason: Per Resolution 9312, for Preliminary Engineering for 15-03439-00-SP. Champaign County Will Pay Engineering Fees and Bill Champaign Township and Hensley Township
 9. Adoption of Resolution No. 9395 Authorizing an Intergovernmental Agreement Between Champaign County & the City of Monticello for Impound Services 64
 10. Adoption of Resolution No. 9396 Authorizing Acceptance Agreement for Voting Access for Individuals with Disabilities Grant- VAID VI 65
 11. Adoption of Resolution No. 9397 Authorizing Non-Bargaining Employee Health Insurance Contributions 66
 12. Adoption of Resolution No. 9398 Authorizing Non-Bargaining Salary Administration Plan for FY2016 67
 13. Adoption of Resolution No. 9399 Authorizing Contract with Bellwether, LLC for Court Security Fee Review 68
 14. Adoption of Resolution No. 9400 Authorizing Contract with Clifton Larson Allen for Financial Auditing Services for Champaign County 69

RESOLUTION NO. 9372

RESOLUTION AUTHORIZING A LAND LEASE BETWEEN THE COUNTY OF
CHAMPAIGN AND THE UNITED STATES OF AMERICA

WHEREAS, The County of Champaign (hereinafter "County") leases the property located at 2001 East Main Street, Urbana, Illinois to the United States of America (hereinafter "U.S."); and

WHEREAS, The County has negotiated a land lease agreement with the U.S. outlining the financial participation and service responsibilities of the parties for a term from April 1, 2015 through March 31, 2020; and

WHEREAS, The annual rent for the property shall be \$42,600.00;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the County Board Chair is hereby authorized and directed to execute on behalf of the County of Champaign, the land lease agreement with the United States of America.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September, A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

LAND LEASE
FOR PRIVATELY OWNED PROPERTY
BETWEEN
THE CHAMPAIGN COUNTY BOARD
AND
THE UNITED STATES OF AMERICA

1. This **LEASE**, made and entered into this _____ day of _____ in the year of 2015,

by: **The Champaign County Board**
address: **1776 East Washington Street**
 Urbana, Illinois 61802

and whose interest in the property is that of the owner, hereinafter called the **Lessor**, and the UNITED STATES OF AMERICA, hereinafter called the **Lessee**.

In consideration for **RENT** the parties promise and agree as follows:

2. **PROPERTY:** The Lessor leases to the Lessee the following described property located at 2001 East Main Street, Urbana, Illinois:

A tract or parcel of land situated in the County of Champaign, State of Illinois, more particularly described as follows:

Beginning at the intersection of the South right-of-way line of East Main Street in the City of Urbana, Illinois with the East line of Section 16, Township 19 North, Range 9 East of the 3rd Principal Meridian; thence West 470 feet along the South right-of-way line of East Main Street to a point; thence South parallel with the East section line of said Section 16 a distance of 550 feet to a point; thence East parallel with the South right-of-way line of East Main Street to a point in the East line of Section 16; thence North along said Section line a distance of 550 feet to the point of beginning, containing 5.94 acres, more or less;

as shown in Exhibit "A", attached and made a part of this agreement, to be used for the Lessee's purposes.

3. **LEASE TERM:** The Lessee shall have the right to have and hold the said premises, or any portion thereof, for the period beginning **1 April 2015 through 31 March 2020**. The Lessee shall have the right to renew this lease from year to year or for a lesser period of time, under the same terms, conditions and consideration provided herein. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current term, provided further that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this lease prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from Lessee, at the end of the current lease term.

4. **RENTAL:** The Lessee shall pay the Owner at the following rate: **Forty-Two Thousand Six Hundred Dollars (\$42,600.00), at the rate of Three Thousand Five Hundred and Fifty Dollars (\$3,550.00)** per calendar month in arrears. Rent for a lesser period shall be prorated. All payments by the Government under the terms of this lease shall be made payable to **The Champaign County Board, 1776 East Washington Street, Urbana, IL 61802** via electronic funds transfer (reference General Clause 21 hereof) by **88th Regional Support Command (RSC): ATTN: AFRC-SSC-DPW, 60 South O Street, Ft. McCoy, WI 54656**.

5. **OWNERSHIP:** The Lessor warrants that he is the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease to the property, the lease shall terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to **refund all rentals paid**.

6. **EXCLUSIVE USE:** The Lessor shall not interfere with or restrict the Lessee, or its representatives in the use and enjoyment of the leased property, nor shall the Lessor erect any fence, wall, partition or any construction upon the leased property except as otherwise agreed to in writing by the Lessee.

7. **TERMINATION:**
 - a. The Lessee may terminate this lease at any time in whole or in part, by giving at least **sixty (60) days** notice in writing to the Lessor and no rental shall be due for payment after the effective date of termination. Said notice shall be the day after the date of mailing, or hand delivery. The monthly rental shall be adjusted in proportion with the reduction of space on the Partial Termination and shall be calculated based upon a pro rata unit of measure for the remaining lease area premises.

 - b. Termination in whole or in part shall be effective upon written notice; however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

c. The Lessor has not termination rights

8. ALTERATIONS/RESTORATION/RELEASE OF LIABILITY: The Lessee shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the property hereby leased, which fixtures, additions, or structures, so placed in, upon or attached to the said property shall be and remain the property of the Lessee and may be removed or left in place at the option of the Lessee. The Lessee shall surrender possession of the property upon the expiration or termination of this lease. The Lessor hereby releases and forever discharges the Lessee, its officers, employees and/or contractors from any and all liability, claims or demands for site restoration of the leased premises.

9. DAMAGES: The LESSEE shall not be responsible for combat or war related damages to the lease property; the LESSEE shall be liable only for damage resulting from negligence or misconduct of Lessee personnel. The Lessee shall not be liable for any loss, destruction or damages to the premises beyond the control and without the fault of negligence of the Lessee, including, but not restricted to acts of nature, fire, lightning, floods, or severe weather. The parties agree that any settlement of damages by the Lessee, if any, shall be done at termination of the lease and shall be subject to the availability of funds.

10. TAXES: The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease or which may be assessed against the property. This includes registration of the lease and payment of related charges.

11. NOTICE: Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

**Champaign County Board
ATTN: Facilities Director
1776 East Washington Street
Urbana, Illinois 61802**

and if given by the Lessor shall be addressed to the Lessee at:

USACE
ATTN: CELRL-RE-M
Room 137
P.O. Box 59
Louisville, KY 40201-0059

12. LESSOR'S SUCCESSORS: The terms and provisions of this lease and the conditions shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

13. COVENANT AGAINST CONTINGENT FEES: The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, expecting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

14. OFFICIALS NOT TO BENEFIT: No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

15. GRATUITIES:

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer, or employee of the Lessee with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

16. EXAMINATION OF RECORDS: The Lessor agrees that any duly authorized representatives shall have the right until the expiration of three (3) years after final payment of

the agreed rental, have access to and the right to examine any directly pertinent books, documents, paper and records of the Lessor involving transactions related to this lease.

17. MODIFICATION: No change or modification of this lease shall be effective unless it is in writing and signed by both parties to this lease.

18. DISPUTES:

(a) This lease is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

(c) "Claim", as used in this clause, means a written demand or written assertion by one of the lease parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by the following paragraph. A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to a liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Lessor, shall be made in writing and, unless otherwise stated in this lease, submitted within 6 years after accrual of the claim to the Chief, Real Estate Division for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Chief, Real Estate Division.

(2) (i) The Lessor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessor."

(3) The certification may be executed by any person duly authorized to bind the Lessor with respect to the claim.

(e) For Lessor claims of \$100,000 or less, the Chief, Real Estate Division must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor certified claims over \$100,000, the Chief, Real Estate Division must, within 60 days, decide the claim or notify the Lessor of the date of which the decisions will be made.

(f) The Chief, Real Estate Division decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) If the claim by the Lessor is submitted to the Chief, Real Estate Division or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use alternate dispute resolution (ADR). If the Lessor refuses an offer for ADR, the Lessor shall inform the Chief, Real Estate Division, in writing, of the Lessor's specific reasons for rejecting the offer.

(h) The Government Shall pay interest on the amount found due and unpaid from (1) the date the Chief, Real Estate Division receives the claim (certified if required) or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date the Chief, Real Estate Division initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Chief, Real Estate Division receives the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Lessor shall proceed diligently with performance of this lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease and comply with any decision of the Chief, Real Estate Division

19. SPECIAL CONDITIONS: Structures which exist on the property and were constructed by the Lessee under the previous Land Lease (DA-11-032-ENG-6866) shall remain property of the Lessee and may be removed or left in place at the option of the Lessee upon termination of this Lease.

20. PROCUREMENT AUTHORITY: The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in and are chargeable to Procurement Authority Number quoted below, the available balance of which is sufficient to cover cost of same:

Procurement Number (To be filled in at a later date)

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

LESSOR:

CHAMPAIGN COUNTY BOARD

Patti Petrie

Chair, Champaign County Board

THE UNITED STATES OF AMERICA

Veronica A. Hiriams

Real Estate Contracting Officer

Louisville District, Corps of Engineers

CERTIFICATE OF AUTHORITY

I, Gordy Hulten certify that I am the County Clerk
(Name of clerk or appropriate official) (Title)

of the Champaign County that Pattsi Petrie
(Name of Govt entity) (Name of Officer Signing Lease)

who signed the foregoing instrument on behalf of the grantee, was then

County Board Chair of Champaign County
(Office Held) (Name of Govt Entity)

I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantee in executing said instrument.

(Signature of clerk or appropriate official)

(Date)

RESOLUTION NO. 9373

RESOLUTION APPROVING AMENDMENT OF LEASE BETWEEN THE COUNTY OF
CHAMPAIGN AND THE URBANA PARK DISTRICT

WHEREAS, The County of Champaign presently leases space in Pod 400 at the
Brookens Administrative Center located at 1776 E Washington St, Urbana, Illinois to the
Urbana Park District; and

WHEREAS, The original lease began on June 1, 2001; and

WHEREAS, The Urbana Park District requests an amendment adding 875 sq. ft. of
unfinished storage space in the upper east mezzanine to the lease; and

WHEREAS, the Amendment to the Lease is subject to the terms of the original lease,
including specifically the additional annual rent to be paid by Lessee;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County
that the County Board Chair is hereby authorized and directed to execute on behalf of the
County of Champaign, the Amendment to the Lease for the Urbana Park District.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 17th day of
September, 2015.

Pattsi Petrie, Chair
Champaign County Board

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

**THIRD AMENDMENT TO JUNE 1, 2001 LEASE AGREEMENT
BETWEEN THE COUNTY OF CHAMPAIGN AND
THE URBANA PARK DISTRICT**

September 1, 2015

The County of Champaign (“Lessor”) and the Urbana Park District (“Lessee”) hereby agree to amend the Lease Agreement between them, dated June 1, 2001, as follows:

1. Paragraph 1 under the heading “LEASED PREMISES” in the Lease Agreement is replaced with the following paragraph:

POD 400 of the Champaign County Brookens Administrative Center excluding the upper and lower levels west of the gymnasium, and excluding the east mezzanine with the exception of the unfinished mezzanine storeroom (875 sq. ft.). With the addition of the 875 sq. ft., the total square feet now leased equals 13,832 sq. ft.

2. Lessee agrees to pay a prorated fee, as per paragraph two on page two of the original lease, for the addition of the 875 sq. ft. of mezzanine storeroom area.
 - a. From September 1, 2015 through May 31, 2016, Lessee shall pay the County Three Thousand Four Hundred Forty-Five and 25/100 (\$3,445.25) or Three Hundred Eighty Two and 21/100 (\$382.81) per month.
 - b. Beginning on June 1, 2016, the annual fee to be paid by the Lessee will include the original leased space and the mezzanine storeroom area, and be subject to the terms set forth in paragraph one on page two of the original lease.
3. All other terms and conditions of the aforementioned June 1, 2001 Lease Agreement shall remain in effect.

IN WITNESS WHEREOFF, the parties hereto have executed this Amendment, which is effective on the day and year stated in the beginning of this Amendment.

COUNTY OF CHAMAPAIGN

URBANA PARK DISTRICT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

RESOLUTION NO. 9374

PETITION REQUESTING AND RESOLUTION APPROVING
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501

WHEREAS, the County Board finds that based on the representations in the attached Petition, it required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

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

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet 50% of the cost of preliminary engineering and 10% of the cost of replacing the structure on the aforesaid petition.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvement.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, either by the letting of a contract or by the County Highway Department doing the work.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvement, and shall show the division of cost between the County and the Condit Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Condit Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 17th day of September, 2015.

Pattsi Petrie, Chair
County Board of the County of
Champaign, Illinois

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

PETITION

Petitioner, Ronald Scudder, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the Condit Road District, Champaign County, Illinois; and
2. There is a bridge located between Section 15 & 22, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and
4. The cost of replacing the aforesaid structure is estimated to be \$265,000.00, which will be more than .02% of the value of all the taxable property in the Condit Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Condit Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Condit Road District is prepared to pay 50% of the engineering cost and 10% of the construction cost associated with the replacement of said structure

Respectfully submitted,



Commissioner of Highways of
Condit Road District,
Champaign County, Illinois

RESOLUTION NO. 9375

PETITION REQUESTING AND RESOLUTION APPROVING
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501

WHEREAS, the County Board finds that based on the representations in the attached Petition, it required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

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

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet 50% of the cost of preliminary engineering and 10% of the cost of replacing the structure on the aforesaid petition.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvement.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, either by the letting of a contract or by the County Highway Department doing the work.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvement, and shall show the division of cost between the County and the Colfax Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Colfax Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 17th day of September, 2015.

Patsi Petrie, Chair
County Board of the County of
Champaign, Illinois

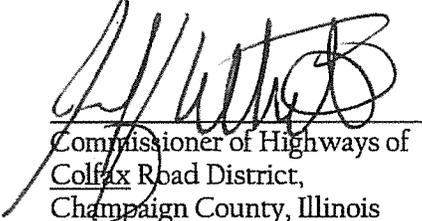
ATTEST: _____
Gordy Hulten, County Clerk
and ex-officio Clerk of the Champaign County Board

PETITION

Petitioner, Jeff White, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the Colfax Road District, Champaign County, Illinois; and
2. There is a bridge located between Section 27 & 34, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and
4. The cost of replacing the aforesaid structure is estimated to be \$325,000.00, which will be more than .02% of the value of all the taxable property in the Colfax Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Colfax Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Colfax Road District is prepared to pay 50% of the engineering cost and 10% of the construction cost associated with the replacement of said structure.

Respectfully submitted,



Commissioner of Highways of
Colfax Road District,
Champaign County, Illinois

RESOLUTION NO. 9376

A RESOLUTION ADOPTING THE
CHAMPAIGN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, Champaign County, with guidance of the Hazard Mitigation Plan Planning Team, chaired by the Champaign County Emergency Management Agency Manager, and facilitated by the Champaign County Regional Planning Commission, has prepared a five-year update to the Champaign County Multi-Jurisdictional Hazard Mitigation Plan (the “Plan Update”); and

WHEREAS, the Plan Update has been prepared in accordance with the requirements of the Federal Emergency Management Agency at 44 C.F.R. 201.6; and

WHEREAS, Champaign County is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan Update and proposed action in the Plan Update; and

WHEREAS, the Champaign County Board has reviewed the Plan Update and affirms that the Plan Update will be updated no less than every five years; and

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

Section 1. The Champaign County Board hereby approves and adopts the Plan Update, referenced as the “Champaign County Multi-Jurisdictional Hazard Mitigation Plan” in the first paragraph above, as the multi-hazard mitigation plan for Champaign County, Illinois.

Section 2. The Champaign County Board will take actions in furtherance of the Plan approved in Section 1 as are desirable or necessary.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September, A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9381

RESOLUTION APPOINTING JAMES GADY TO THE
CRAW CEMETERY ASSOCIATION

WHEREAS, Patsi Petrie has submitted to the County Board her appointment of James Gady to the Craw Cemetery Association; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 805 ILCS 320/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of James Gady to the Craw Cemetery Association for an unexpired term ending June 30, 2018; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: James Gady 528 CR 700 N Sadorus, IL 61872.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Patsi Petrie, Chair
Champaign County Board

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

RESOLUTION No. 9382

A RESOLUTION APPOINTING INTERIM SUPERVISOR OF ASSESSMENTS
For CHAMPAIGN COUNTY

WHEREAS, pursuant to the resignation of Stan Jenkins, Champaign County Supervisor of Assessments, the office of Supervisor of Assessments has become vacant on September 18, 2015; and

WHEREAS, Joseph Meents is a Certified Illinois Assessing Official as certified from the Illinois Property Assessment Institute, and has completed additional training required under 35 ILCS 200/4-10; and

WHEREAS, the Champaign County Board seeks to appoint Joseph Meents as Interim Champaign County Supervisor of Assessments.

NOW, THEREFORE BE IT RESOLVED by the County Board of Champaign County that Joseph Meents be appointed as Interim Champaign County Supervisor of Assessments to serve the unexpired term of Stan Jenkins to November 30, 2015, or until the current vacancy in the appointment of Champaign County Supervisor of Assessments is filled by the County Board Chair, with the advice and consent of the County Board; and

BE IT FURTHER RESOLVED by the County Board of Champaign County that Joseph Meents will receive a 10% salary increase for the period in which he acts as Interim Champaign County Supervisor of Assessments; and

BE IT FURTHER RESOLVED by the County Board of Champaign County that the County Clerk of the County of Champaign is hereby directed to forward two certified copies of this Resolution to the Illinois Department of Revenue.

PRESENTED, PASSED, APPROVED and RECORDED this 17th day of September. A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

ATTEST:

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

RESOLUTION NO. 9383

**RESOLUTION APPROVING PROCUREMENT POLICY FOR CHAMPAIGN COUNTY
RURAL TRANSPORTATION**

WHEREAS, the Champaign County Board is responsible for the operation of the Champaign County Area Rural Transit System (C-CARTS); and

WHEREAS, an IDOT compliance review of the procurement policy based on the Federal Transit Administration's (FTA) guidelines indicates the requirement of some changes to the Champaign County Procurement Policy for Champaign County Rural Transportation; and

WHEREAS, the Policy, Personnel and Appointments Committee of the Whole recommends to the County Board the appropriate updates to the Champaign County Rural Public Transportation Procurement Policy as documented in Attachment A to this Resolution, to ensure compliance with FTA and IDOT grant requirements;

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the County Board of Champaign County, Illinois, that the updated Champaign County Rural Public Transportation Procurement Policy as documented in Attachment A to this Resolution, is hereby approved.

PRESENTED, ADOPTED, APPROVED and RECORDED this 17th day of September, A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

ATTEST:

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

**PROCUREMENT POLICY
CHAMPAIGN COUNTY RURAL PUBLIC TRANSPORTATION**

PROCUREMENT STANDARDS

1. Champaign County shall maintain procurement policies and procedures that ensure that contractors and vendors perform in accordance with the terms, conditions and specifications of their contracts, agreements, and/or purchase orders. This procurement policy covers all procurement activities of Champaign County rural public transportation.
2. No employee, officer or agent of the Champaign County shall participate in the selection or in the award or administration of a contract or agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his/her immediate family, his/her partner, or an organization that employs any of the above has a financial or other interest in the firm selected for an award. Champaign County officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, contractors, potential contractors or parties to contracts or agreements. Violation of this standard by an officer, employee or agent will result in sanctions or disciplinary action as determined by Champaign County.
 - A. For the purposes of this policy, the term "immediate family" includes husband, wife, mother, father, sister, brother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, step father, step mother, step son, step daughter, grandmother, grandfather, grand son, grand daughter.
3. No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of a contract or to any benefit arising there of.
4. Purchases of unnecessary or duplicative items shall be prohibited. Champaign County will consolidate procurements, when possible, to obtain more economical purchases. Where appropriate, an analysis shall be made of lease versus purchase alternatives to determine the most economical approach.
5. When possible and appropriate, Champaign County shall enter into local intergovernmental or interagency agreements for procurement or use of common goods and services in order to foster greater economy and efficiency.

Attachment A

6. Champaign County shall use State and/or Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
7. Champaign County will make awards only to responsible contractors or vendors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor/vendor integrity, compliance with public policy, record of past performance, and financial and technical resources. Champaign County will utilize the System for Awards Management (SAM) to ensure that contractors or vendors are not part of the Excluded Parties List System (EPLS).
8. Champaign County will maintain records for a minimum of five years that are sufficient to detail the significant history of procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract/agreement type, contractor/vendor selection or rejection, and the basis for the contract/agreement price.
9. Champaign County will use time and material type contracts/agreements only after determination that no other contract or agreement is suitable and only if the contract or agreement includes a ceiling price that the contractor/vendor exceeds at its own risk.

COMPETITION

1. Procurement transactions shall be conducted in a manner providing full and open competition. Champaign County will avoid the following situations considered to be restrictive of competition:
 - Placing unreasonable requirements on firms as a means to give unfair advantage to specific firms while excluding others.
 - Requiring unnecessary experience and excessive bonding.
 - Noncompetitive pricing practices between firms or between affiliated companies.
 - Noncompetitive awards to consultants that are on retainer contracts.
 - Organizational conflicts of interest.
 - Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement.
 - Any arbitrary action in the procurement process.

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2. Champaign County will not statutorily or administratively impose in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable State and Federal statutes expressly mandate or encourage geographic preferences. When contracting for administrative/management services and architectural/engineering services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
3. Champaign County will use Brooks Act evaluation and selection methods for Architectural and Engineering related services including program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, and architectural related services. This qualifications-only based method will not be used in the procurement of any non-A/E service.
4. Selection procedures for procurement transactions shall:
 - Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description shall include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand shall be clearly stated.
 - Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
5. All pre-qualified lists of persons, firms, or products that are used in acquiring goods and services shall be current and include enough qualified sources to ensure maximum open and free competition. Potential bidders/vendors shall not be precluded from qualifying during the solicitation period.
6. "Buy America" requirements shall be followed for all applicable federally funded projects (i.e. Section 5311 operating assistance). When "Buy America" requirements are followed, contractors/vendors must use domestic construction materials in preference to non-domestic material if it is priced no more than six percent higher than

the bid or offered price of the non-domestic material, including all costs of delivery and any applicable duty, whether or not assessed.

METHODS OF PROCUREMENT

1. Procurement by Micro and Small Purchase Procedures: The following procedures shall be used for securing all services, supplies or other property that has an estimated cost of less than \$30,000:

A. Micro Purchases Of Less Than \$3,000:

- Price or rate quotations are not required for any purchase of services, supplies or materials under \$3,000 in value.
- Public advertising and/or competitive bidding is not required and contracts/agreements may be negotiated.
- Effort should be made to secure such services, supplies or materials by the most economical and fiscal responsible method.
- The maximum period of performance may not exceed five (5) years.
- All micro purchases
- Every micro purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made.
- Micro purchases are exempt from FTA's Buy America requirements. Davis Beacon prevailing wage requirements, however will apply to construction contracts exceeding \$2,000 even though the recipient uses micro-purchase procurement procedures.
- The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBE's, small and minority firms and Women's Business Enterprises in Champaign County's federally assisted procurements.

B. Small Purchases between \$3,000 and \$30,000:

- Price or rate quotations (informal bids) for any purchase of services, supplies or materials valued between \$3,000 and \$30,000 must be obtained from at least three qualified sources.
- Small purchases must be approved in writing by the following Champaign County Employee:
 - Champaign County Budget and Human Resource Specialist

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- Public advertising and/or competitive bidding is not required, however price or rate quotations must be obtained from at least three qualified sources when possible.
 - Method of determining fair and reasonable costs must be documented and kept on file for a period of five (5) years.
 - Contracts and/or agreements will be awarded on a low bid basis, unless such awards are not in the best interest of the program. Champaign County must document and justify the awarding of any contract or agreement for services, supplies or materials that is not made to the lowest bidder. Concurrence of such action is required from the Illinois Department of Transportation.
 - The maximum period of performance may not exceed five (5) years.
 - Illinois Department of Transportation concurrence is not required for any contract or agreement awarded to the lowest bidder.
 - The Illinois Department of Transportation will be notified of the procurement, and documentation of the procurement will be sent to IDOT.
2. Procurement by Large Purchase Procedures: Large purchases of supplies, materials, and services with an aggregate value of \$30,001 or more shall be made using either the Sealed Bid method or the Competitive Proposal method. Every large purchase at a minimum must be supported by a written independent cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection and a written determination of the responsibility of the contractor.
- A. Procurement by Sealed Bid:
- The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids, is lowest in price. The vehicle through which bids are solicited is an Invitation for Bids (IFB). The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted.
 - Seal Bid procurements are appropriate when:
 - A complete, adequate, precise and realistic specification or purchase description is available.
 - Two or more responsible bidders are willing and able to compete effectively for the business.
 - The procurement generally lends itself to a firm fixed price contract.
 - The successful bidder can be selected on the basis of price and those price related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken.

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Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.

- Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made on price and price related factors alone.
- Requirements for sealed bids are:
 - Bids will be publicly solicited by a formal advertising process. Invitation for bids shall be advertised at least once in a newspaper of general circulation in Champaign County and at least once in a newspaper designated as the "State Newspaper" by the State of Illinois.
 - Bids must be solicited from an adequate number of known suppliers.
 - The invitation for bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
 - Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
 - All bids must be publicly opened at the time and place prescribed in the invitation for bids.
 - A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the invitation for bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
 - Any or all bids may be rejected if there is a sound documented business reason.
- Illinois Department of Transportation concurrence is necessary prior to advertising and solicitation of bids
- Illinois Department of Transportation concurrence is required prior to awarding any contracts of \$100,000 or more to a vendor.
- Illinois Department of Transportation concurrence is necessary if the bid is not awarded to the lowest bidder.
- Illinois Department of Transportation will be sent a copy of the executed contract/purchase order with the vendor.
- The maximum period of performance may not exceed five (5) years.
- The method of determining that the price is fair and reasonable will be kept on file for a period of five years.

B. Procurement by Competitive Proposals:

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- The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Champaign County or that is considered to be the “best value” to Champaign County. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable
- Competitive Proposals are appropriate when:
 - The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than \$30,000 when the nature of the procurement does not lend itself to sealed bidding and Champaign County expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:
 - The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.
 - Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
 - Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
 - Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.
- Requirements for competitive proposals are:
 - Request for Proposals or Request for Qualifications shall be advertised at least once in a newspaper of general circulation in Champaign County and at least once in a newspaper designated as the "State Newspaper" by the State of Illinois.
 - All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
 - Proposals must be solicited from an adequate number of qualified sources.

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- A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
 - An award must be made to the responsible offeror whose proposal is most advantageous to Champaign County or that represents the “best value” to Champaign County with price and other factors considered.
 - Champaign County may award a contract to the offeror whose proposal provides the greatest value to Champaign County. To do so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for award. Champaign County must base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.
- Illinois Department of Transportation concurrence is necessary prior to advertising and solicitation of proposals.
 - Illinois Department of Transportation concurrence is required prior to awarding any contracts of \$100,000 or more to a vendor.
 - Illinois Department of Transportation will be sent a copy of the executed contract/purchase order with the vendor.
 - The maximum period of performance may not exceed five (5) years.
 - Any and all proposals may be rejected if there is a sound documented reason.

C. Procurement by Noncompetitive Proposals:

- Procurement by noncompetitive proposals shall be used only when the award of a contract/agreement is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - a. The item or service is available only from a single source.
 - b. An emergency exist that will not permit a delay resulting from competitive solicitation.
 - c. The awarding agency for State and Federal grants authorizes noncompetitive proposals.
 - d. After solicitation of a number of sources, competition is determined inadequate.
 - c. The item is an associated capital maintenance item that is procured directly from the original manufacturer or supplier of the item to be replaced.
- A cost analysis verifying the proposed cost data, the projections of the data and the evaluation of the specific elements of costs and profit shall also be conducted.
- Illinois Department of Transportation concurrence is necessary prior to utilizing the noncompetitive proposal method of procurement.

- Illinois Department of Transportation concurrence is required prior to awarding any contracts of \$10,000 or more to a vendor.
- Illinois Department of Transportation will be sent a copy of the executed contact/purchase order with the vendor.
- The maximum period of performance may not exceed five (5) years.

LEASING

Champaign County will conduct an analysis of purchase costs versus lease costs to ensure the most economical approach is pursued. A lease may also be undertaken if the 1) item to be procured is needed on an emergency basis, 2) there are no capital funds available to purchase the item, 3) item will be used for a demonstration project, or 4) item is needed while Champaign County is undertaking a formal procurement of the item. Leasing of capital equipment 1) must have prior approval of the Illinois Department of Transportation's Division of Public and Intermodal Transportation (DPIT), 2) is only eligible as an operating expense, and 3) must meet the following criteria:

1. The total cost of the item including all lease payments is greater than \$5,000.
2. Ownership of property is not transferred to Champaign County at the end of the lease term as a term of the agreement.
3. The lease does not contain a bargain purchase option. A bargain purchase option is the lessee's option to purchase the leased item at the end of the lease is set at a sufficiently low price as to make the purchase almost certain. Typically this price is far below market value of the leased item as determined at the end of the lease term.
4. The lease is for a term that is less than 75% of the estimated useful life of the lease property.

CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN BUSINESS ENTERPRISES:

1. Champaign County shall take all necessary affirmative steps to assure that small and minority firms and women business enterprises are used when possible.
2. Affirmative steps shall include the following:
 - Placing qualified small and minority businesses and women business enterprises on solicitation lists.
 - Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources.

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- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women business enterprises.
- Establishing delivery schedules which encourage participation by small and minority business and women business enterprises.
- Requiring prime contractors, if subcontractors are to be let, to take the affirmative steps similar to those listed above.

CONTRACT COST AND PRICE:

Champaign County shall perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis shall be dependent on the facts surrounding the particular procurement situation. At a minimum, Champaign County shall make informal independent estimates before receiving bids or proposals. A cost analysis shall be completed when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulations. A price analysis shall be used in all other instances to determine reasonableness of the proposed contract price.

Champaign County will negotiate profit as a separate element of the price for each contract in which there is no competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in Champaign County geographical area for similar work. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

BONDING REQUIREMENTS

The following minimum bonding requirements shall be followed for competitively bid contracts for the construction or renovation of Champaign County owned buildings and facilities if the estimated cost of such construction or renovation work is in excess of \$100,000.

- A bid guarantee equivalent to five (5) percent of the bid price shall be provided by each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as

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assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

- A performance bond of one hundred (100) percent of the contract price shall be executed in connection with a contract to assure fulfillment of all the contractor's obligations under each contract.
- A payment bond shall be required to ensure payment of all persons supplying labor and materials in the execution of the work provided for in the contract.
- Payment bond amounts required from contractors are as follows; 50 percent of the contract price if the contract price is not more than \$1 million; 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or \$2.5 million if the contract price is more than \$5 million.

A cash deposit, certified check or other negotiable instrument are acceptable in lieu of performance and payment bonds provided the interest of Champaign County is adequately protected.

CONTRACT PROVISIONS

Contracts executed by Champaign County that are in the amount of \$10,000 or more will contain the following provisions:

- Administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the Champaign County including the manner by which it will be effected and the basis for settlement.
- For construction contracts, a statement indicating compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- For construction contracts, a statement indicating compliance with the Copeland Anti-Kickback Act as supplemented in Department of Labor regulations (29 CFR part 3).
- For construction contracts in excess of \$2,000, a statement indicating compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR part 5). The current prevailing wage determination must be included with each solicitation of bids.
- For construction contracts in excess of \$2,000 and mechanics and laborers contracts in excess of \$2,500, a statement indicating compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR part 5).

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- For all federal and state grant programs, a notice of the awarding agency's requirements and regulations pertaining to reporting.
- A notice of the awarding agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (37 CFR part 401).
- A notice of the awarding agency's requirements and regulations pertaining to copyrights and rights to data.
- A statement indicating the right of access by the awarding agency and the Comptroller General of the United States, or any of their duly authorized representative, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts and transcriptions.
- A statement indicating that required records must be retained for a minimum of five years after final payment is made by the awarding agency.
- A statement listing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

No contract shall be made to parties listed on the General Service Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689. All contracts in excess of \$100,000 shall contain provisions concerning Section 306 of the Clean Air Act (42 USC 1857h.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and the Byrd Anti-Lobbying Amendment (31 USC 1352). Records of contract awards are subject to the Freedom of Information Act (5 USC 522).

CONTRACT CHANGE ORDERS

Written change orders shall be prepared for all changes to the scope of work, contract beginning and ending dates and bid prices for all contracts and agreements issued by the Champaign County. Change orders shall become part of the contract documents after written approval is received from Champaign County, and the contracting business or agency.

PAYMENT PROVISIONS

Payments shall not be made to contractors or suppliers prior to the incurrence of costs. Progress payments may be made for cost incurred as long as evidence is maintained of ownership of property (materials, work in progress, and finished goods) for which progress payments are made.

PROTEST PROCEDURES

Protests or disputes related to the procurement of labor, materials, equipment and/or services shall be handled and resolved in the following manner.

- Any individual, agency or business believing that he/she has been aggrieved by Champaign County's procurement procedures may file a complaint with the Champaign County Project Compliance and Oversight Management (PCOM). The complainant shall make a written statement setting forth the facts upon which the complaint is based.
- All complaints shall be filed within 30 calendar days of the bid award date.
- Complaints may be voluntarily withdrawn at the request of the complainant at any time during the review process.
- The Champaign County PCOM, shall review and rule on all complaints within 30 calendar days of the receipt of such complaints. Should the complainant receive an unsatisfactory decision from the Champaign County PCOM, a written appeal may be made to the Champaign County Chair within 15 calendar days of the PCOM's decision. The Champaign County Chair shall review and rule on the complainant's appeal within 30 calendar days of the receipt of such appeal. Should the complainant receive an unsatisfactory decision from the Champaign County Chair, a written appeal may be made to the Illinois Department of Transportation, Division of Public and Intermodal Transportation (IDOT). Any appeal to IDOT must be made in writing within 15 calendar days of the date the complainant was notified of an adverse decision by the Champaign County Chair.

Approved by

Patti Petrie, Chair
Champaign County Board

Date

RESOLUTION NO. 9384

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF CHAMPAIGN AND CUMTD**

WHEREAS, the Champaign County Board is responsible for the operation of the Champaign County Area Rural Transit System (C-CARTS); and

WHEREAS, C-CARTS is currently operating under a temporary Intergovernmental Agreement (IGA) which covers only the first quarter of FY2016, which Agreement was adopted as temporary because of the possibility of budget cuts which could have affected C-CARTS' minimum service days and hours; and

WHEREAS, since the adoption of the temporary Intergovernmental Agreement, the County of Champaign has received the final Grant Agreement from IDOT for provision of rural transportation services for the period from October 15, 2015 through June 30, 2018 which provides the parameters for a final FY2016-FY2018 Intergovernmental Agreement between The County of Champaign and CUMTD as documented in Attachment A to this Resolution; and

WHEREAS, the Policy, Personnel and Appointments Committee of the Whole recommends to the County Board approval of the FY2016-FY2018 Intergovernmental Agreement between the County of Champaign and CUMTD as documented in Attachment A to this Resolution;

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the County Board of Champaign County, Illinois, that the FY2016-FY2018 Intergovernmental Agreement Between the County of Champaign and CUMTD as documented in Attachment A to this Resolution, is hereby approved; and

BE IT FURTHER RESOLVED by the County Board of Champaign County, Illinois that the County Board Chair is hereby authorized to execute the FY2016-FY2018 Intergovernmental Agreement Between the County of Champaign and CUMTD on behalf of the County Board.

PRESENTED, ADOPTED, APPROVED and RECORDED this 17th day of September, A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF CHAMPAIGN
AND
CHAMPAIGN URBANA MASS TRANSIT DISTRICT**

PREAMBLE

WHEREAS, the County of Champaign ("County") and the Champaign Urbana Mass transit District ("CUMTD") support the access to, and availability of, public transportation in rural Champaign County through grant funding allocated by, the Illinois Department of Transportation - Division of Public and Intermodal Transportation ("IDOT-DPIT") Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance ("Section 5311") (49 USC§5311), and Downstate Public Transportation Operating Assistance ("Downstate") Grant Agreement;

WHEREAS, the County and CUMTD understand the advantages of governmental cooperation to promote improved access to and availability of public transportation;

WHEREAS, the County has certain assets which may be used by CUMTD in its provision of public transportation in the County of Champaign;

WHEREAS, the County as legal recipient for Section 5311 and Downstate Operating Assistance funds, designates oversight responsibilities of rural public transportation funding within Champaign County to its Regional Planning Commission ("RPC"), specifically the Program Compliance and Oversight Monitor (PCOM); and

WHEREAS, CUMTD and the County are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed between the County and CUMTD as follows:

- I. **Incorporation of Recitals.** The Preamble Recitals of this Intergovernmental Agreement ("Agreement") are hereby adopted and incorporated as if fully set forth herein.
- II. **Limitations.** This Agreement shall not limit or supersede any specified Grant Agreement funding requirements executed between the County and IDOT-DPIT.
- III. **Representations and Compliance with the Intergovernmental Cooperation Act.** The County and CUMTD hereby represent on their behalf as follows:
 - A. Each is a public agency as defined in 5 ILCS 220/2 (Intergovernmental Cooperation Act).

- B. The scope of this Agreement relates to the performance of governmental services, activities or undertakings, which the agencies entering into this Agreement are authorized by law to perform.
- C. The respective governing bodies of each party named here have approved and authorized this Agreement as well as performance activities set forth herein. Each party acknowledges and represents that it has the legal power, right, and authority to enter into this Agreement and to perform the duties and obligations contemplated hereby.
- D. This Agreement fully sets forth the purposes, powers, rights, objectives, and responsibilities of the contracting parties with respect to the subject matter hereof.

IV. Powers, Rights, and Responsibilities of the County.

- A. The County shall lease to CUMTD vehicles awarded to Champaign County for rural public transportation purposes, which are specified within the IDOT-DPIT Grant Agreement, pursuant to Applications made by the County under Section(s) 5310 and 5311 of the Urban Mass Transportation Act of 1964, as amended.
- B. After other transportation related assets are procured through IDOT-DPIT for Champaign County rural public transportation services, the County shall have the option to lease those items to CUMTD through a leasing agreement.

V. Powers, Rights, and Responsibilities of RPC. The RPC shall provide transportation services oversight on behalf of the County by:

- A. Facilitating the Champaign County Rural Transit Advisory Group ("RTAG"), a subcommittee of the County's Board as described in the adopted bylaws. In doing so, will insure that the subcommittee is in compliance with the Illinois Open Meetings Act (ILCS 120/2.06);
- B. Maintaining Champaign County copies of current CUMTD service operation and vehicle maintenance policies;
- C. Collecting CUMTD transportation service reports that includes all data, trip denials, public complaints, and fiscal information and periodically verifying accuracy of reports along with associated service policies and practices; and
- D. Quarterly and annually preparing transportation service reports to be presented to the RTAG and the Champaign County Board.
- E. Develop and Update a Public Transportation Service Plan.
- F. Attend local coordination meetings and statewide training sessions.
- G. The RPC shall provide fiscal administration oversight on behalf of the County by:
 - i. Quarterly reviewing and approving state and federal requests for payment (from here forth referred to as "requisitions") to IDOT-DPIT;
 - ii. Reviewing and keeping files on any grant related fiscal reports and records; and

- iii. Reviewing and approving any grant application materials prepared on behalf of Champaign County.
- H. RPC shall prepare the following sections of the Section 5311 and DOAP combined application for each fiscal year:
- i. Section I: Introduction
 - ii. Section II: State and Regional Planning Requirements
 - iii. Section III: Description of the Project
 - iv. Section IV: Service Operators
 - v. Section V: Other Transportation Services
 - vi. Section VI: Labor Protection
 - vii. Section VII: Local Planning Efforts
 - viii. Section IX: Intercity Bus Capital/ Operating Assistance Requests
 - ix. Section X: Forms Certifications and Assurances
 - x. Exhibit A: Standard Form 424
 - xi. Exhibit C: Standard Certifications and Assurances
 - xii. Exhibit D: Sample Board Resolution
 - xiii. Exhibit E: Special Section 5333(B) Warranty for Application to the Small Urban and Rural Program
 - xiv. Exhibit H: Sample Ordinance
- I. The RPC shall provide compliance and liability oversight on behalf of the County by:
- i. Participating throughout the IDOT-DPIT's program review of CUMTD;
 - ii. Maintaining vehicle titles and tracking all corresponding liability insurances purchased by CUMTD for vehicles owned by Champaign County; and
 - iii. Annually verifying compliance and vehicle maintenance practices are being followed by reviewing fiscal, service, and maintenance records. Additionally, RPC will communicate with IDOT-DPIT to ensure all compliance requirements are up to date and currently being met for any executed Grant Agreement.
- J. For the above described oversight activities, the RPC will track oversight hours and related Champaign County administrative expenses and submit these to CUMTD on a monthly basis for inclusion in requisitions. Such expenses shall not exceed amounts provided for in the Grants for such expenses.
- K. The RPC will retain the portion of funding submitted for oversight activities and will pass through all remaining administration as well as operating reimbursement to CUMTD within two weeks upon receipt of said grant funds.

VI. CUMTD Responsibilities.

- A. To the extent it has the legal authority; CUMTD shall provide rural public transportation in the County of Champaign, Illinois.
- B. CUMTD shall prepare on behalf of the County the following sections of the Section 5311 and DOAP combined application for each fiscal year and submit application materials for RPC review and approval:
 - i. Section VIII: Project Cost and Revenue Proposal
 - ii. Exhibit B: Proposed Budget for the fiscal year
 - iii. Exhibit G: Applicant's Certification of Intent
 - iv. Exhibit I: Non-Vehicle Capital Asset Inventory
 - v. Exhibit J: Vehicle Asset Inventory
 - vi. Exhibit K: Year End NTD Operating Data Report for the previous fiscal year
 - vii. Exhibit L: FFATA Certification
 - viii. Exhibit M: Previous fiscal year Local Match Survey
 - ix. Exhibit N: Previous fiscal year 5311 Pay request
- C. In order to operate rural public transportation services for the County of Champaign, Illinois, by entering into this Agreement, CUMTD shall be responsible for all current and future applicable state, federal, and/or funding program rules, requirements, and regulations listed below in **Section VIII. Identification of Applicable Transportation Service Regulations**, except as undertaken by the County and RPC in sections IV and V.
- D. When procuring goods and/or services with a combined value in excess of \$250,000, CUMTD shall make a genuine good faith effort to explore Disadvantaged Business Enterprises ("DBE") contracting opportunities to the greatest extent possible. In the event combined procured goods and/or services exceed \$250,000, CUMTD shall establish a DBE plan as federally required and amend this Agreement accordingly.
- E. CUMTD, as Champaign County's designated rural operator, shall ensure financial accountability by utilizing a third party independent auditor to conduct its annual fiscal and compliance audit. Audit schedules as required by IDOT shall support the operating and administrative costs claimed for reimbursement under the Section 5311 grant award. Audit documents will be forwarded to IDOT-DPIT upon completion according to a minimum federal contract and program requirements.
- F. It is the goal of Champaign County that all employee hiring, pay actions and advancements are made on the basis of merit.
 - i. CUMTD will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability. CUMTD in all solicitations or advertisements for employees placed by or on behalf of Champaign County; state that all qualified applicants

will receive consideration for employment without regard for age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability.

- ii. CUMTD will employ, promote and demote persons based on performance, qualifications and merit and will not discriminate in favor of the employment of relatives or family members. Relative or family member is defined as one of the following: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, or members of the same household. Should CUMTD employ, promote or demote a family member of an existing CUMTD employee, CUMTD will notify Champaign County's PCOM before the hire or promotion.

G. CUMTD shall operate Champaign County rural public transportation services in compliance with any Grant Applications made on behalf of the County and/or Agreements between the County and IDOT-DPIT.

- i. Between October 1st, 2015 and June 30th, 2018 Champaign County rural transportation services are subject to the requirements contained in Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance (49 USC § 5311) and Downstate Public Transportation Operating Assistance Grant Agreement;
- ii. Therefore, the following *Champaign County Rural Public Transportation Service Parameters* hereto are set forth below unless amended.

VII. Champaign County Rural Public Transportation Service Parameters.

A. Minimum Service Days & Hours. Barring natural disasters, unsafe weather conditions, federal holidays, and unforeseen reduction of available fleet size; CUMTD will operate Champaign County rural public transportation services with a minimum of five (5) vehicles Monday to Friday from 6:00 AM to 6:00 PM continuously between October 1st, 2015 and June 30th, 2018.

B. Service Reporting & Approval. CUMTD shall provide RTAG quarterly and annually service reports as well as any grant applications for rural service made on behalf of the County or other agreements for rural service within Champaign County for review and approval. Quarterly, CUMTD shall provide all service data to RPC for performance evaluation. In the case of a temporary suspension of rural transportation services caused by emergency or unforeseen circumstances, RPC will be informed immediately. Both CUMTD and RPC will agree in writing about the changes to rural transportation services before CUMTD implement such changes to the services.

C. Grant Funding & Local Match.

- i. Service contracts operating at the end of each fiscal year shall continue as a source of local match for the next fiscal year. However, to make a good faith effort to be a sustainable rural transit system with diverse local match sources and in an effort to obtain the maximum federal and state funding – Champaign County staff and CUMTD staff will work together to seek a diverse mix of local match funding sources. Champaign County staff will twice a year identify potential sources of local match revenue currently not being sought by the operator, and work with CUMTD to develop a strategy to access these other

local funds. CUMTD will be responsible for providing all cost estimates associated with the development of any service contracts.

- ii. CUMTD is expected to monitor the grant funding spend down on a monthly basis and to provide a quarterly status report to RTAG and RPC on how fiscal operations are progressing. If at any time the Downstate funding is unexpectedly discontinued or if the expenses of the system far outpace the availability of federal, state, and local match funding – CUMTD shall submit a 90 day notice of service reductions or termination of transportation services, in order to operate within the funding limitations as budgeted in the grant application.

- D. Quarterly Expenditures and Requisitions.** In accordance with Grant Agreements between IDOT-DPIT and Champaign County for rural public transportation services, for each quarter CUMTD' transportation expenditures shall not exceed 25% of all awarded grant funds for rural public transportation (i.e. Section 5311 and IL Downstate Operating Assistance Program). In the event unanticipated expenditures result in a quarterly requisition going over said ceiling amount, CUMTD shall notify RPC in writing, no later than two weeks after charges have been incurred, to explain the overages, how the remaining year operations will be covered, and request an approved exception for the particular quarter. RPC shall monthly provide CUMTD a copy of all oversight administrative services performed as well as all documentation required by CUMTD Auditor. CUMTD shall quarterly prepare and submit to RPC the requisitions along with any other IDOT-DPIT and/or County required documentation. CUMTD shall ensure the eligibility of all expenditures within the prepared requisition. CUMTD shall make available to RPC staff any applicable fiscal documentation necessary to review accuracy of the requisitions to be submitted. RPC will review the submitted requisitions for accuracy and the County's Authorized representative will approve and sign said requisitions to be sent to IDOT-DPIT for payment. RPC will submit the requisitions and other documentation to IDOT-DPIT and will maintain a copy of each requisition for the County's records. Such submittal shall be made by RPC within seven (7) days after CUMTD has provided RPC with any documents requested by RPC.
- C. Rolling Stock Lease Agreement.** CUMTD will lease rolling stock from Champaign County to operate the rural public transportation services in Champaign County for \$1 per year per vehicle as available. Refer to *Vehicle Lease Agreement between County of Champaign, Illinois and Champaign Urbana Mass Transit District* for additional terms and conditions.
- D. Vehicle Maintenance.** CUMTD shall provide for leased vehicle preventative and comprehensive maintenance in compliance with all federal, state, and/or funding program requirements by following IDOT-DPIT compliant vehicle maintenance plan and policies. CUMTD shall track maintenance costs of vehicles used for Champaign County rural transportation services separately. Maintenance costs tracked separately for the appropriate Champaign County rural public transportation services are eligible expenditures under requisitions for Champaign County FY2016 Grant Agreement. CUMTD shall ensure compliance of vehicle maintenance as required under federal regulations and funding program requirements. CUMTD shall keep comprehensive maintenance records and have

these records annually available for RPC oversight. Cost parameters for vehicle maintenance include:

- i. CUMTD will perform all preventative maintenance, mechanical repair work, body shop work, and road calls requested at the actual hourly rate needed for the work. The current hourly rate for all services is \$44.53.
- ii. CUMTD will charge the cost of any required parts at current pricing.
- iii. The hourly rate for service will increase to \$45.64 in FY2017 and \$46.78 in FY2018. CUMTD will reconcile these rates to the audited actual rates each year, and increase or decrease the rate for the following fiscal year.
- iv. CUMTD will fuel C-CARTS vehicles as requested. The cost per gallon will be calculated as a monthly average based on overall CUMTD fuel purchases.
- v. CUMTD will wash, sweep, and empty the trash of each C-CARTS vehicle during the weekend. Each wash will be charged at \$3 a wash.
- vi. CUMTD will charge C-CARTS a monthly administrative fee of \$250.

B. Vehicle Liability Insurance. CUMTD shall maintain adequate liability insurance to operate the public services as specified by IDOT to be primary, and not excessive or contributory, and at minimum afford the following coverage levels:

| | |
|---------------------------|-------------|
| Combined single limit | \$1 million |
| Medical Payments | \$5,000 |
| Uninsured / Under-insured | \$1 million |
| Hired and Non-Owned | \$1 million |

VIII. Identification of All Applicable Transportation Service Regulations. The provision of rural public transportation services within the County of Champaign, Illinois is subject to the rules and regulations found in the following documents:

- A. The United States of America (USA) Department of Transportation Federal Transit Administration (FTA) Master Agreement as published on FTA's website and authorized by the Federal Ledger;
- B. Any Grant Agreement between IDOT-DPIT and the County executed filed with IDOT-DPIT officers and copy retained in the County's records; and
- C. Any Grant Application(s) made to IDOT-DPIT on behalf of the County, which includes resolutions made by the Champaign County Board: 1) Illinois Department of Transportation ("IDOT") and FTA Assistance Programs Joint Certifications and Assurances, and 2) 5333b Special Warranty.

IX. Terms.

- A. The term of this Agreement shall be from October 1st, 2015 and June 30th, 2018. Upon written notice:

- i. Therefore CUMTD may suspend or terminate all or part of this agreement when the County is, or has been in material violation of the terms of this Agreement,
- ii. The County may terminate all or part of this agreement when it determines, in its sole discretion that the purpose of the Champaign County rural public transportation services would not be adequately served by continuation of the IDOT-DPIT Grant Agreement or at the County's convenience.

B. Termination of any part of this Agreement will not invalidate obligations properly incurred by CUMTD prior to the date of termination; to the extent they are non-cancelable. Neither the acceptance of a remittance by the County of any or all Champaign County rural transportation services from the IDOT-DPIT Grant Agreement nor the closing out of CUMTD expenditures for Champaign County rural transportation service shall constitute a waiver of any claim which the IDOT-DPIT Grant Agreement may otherwise have arising out of this Agreement.

X. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and personally delivered or registered or certified mail, postage pre-paid, return receipt requested and addressed to the parties hereto at their respective addresses set forth below. Such notice or other communications shall be deemed given upon receipt or one (1) business day after tendering to an overnight air-express service.

Notices to the County shall be sent to:

PCOM
Champaign County Regional Planning Commission
1776 E. Washington Street
Urbana, IL 61802
Fax: 217-384-3896

Notice to CUMTD shall be sent to:

Managing Director
Champaign Urbana Mass Transit District
1101 E University Avenue
Urbana, IL 61802

- XI. **Governing Law and Venue.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois. The parties agree that the venue for any action pertaining hereto shall be in Champaign County, Illinois.
- XII. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter and may not be modified except by writing.
- XIII. **Compliance with Law.** The County and CUMTD shall comply with all the applicable provisions of local, state, and federal laws relating to the performance of the terms of this Agreement.

IN WITNESS WHERE OF, the County has caused this Agreement to be executed by the Chair of the Champaign County Board and attested by the County Clerk pursuant to authority given by the Champaign County Board, and CUMTD has caused this Agreement to be executed by the Chair of the Champaign Urbana Mass Transit District this 17th day of September, 2015.

COUNTY OF CHAMPAIGN

CHAMPAIGN URBANA MASS TRANSIT DISTRICT

By: _____
 Patsi Petrie, Chair
 Champaign County Board

By: _____
 Linda Bauer,
 CUMTD Chair

Attest:

By: _____
 Gordy Hulten,
 Champaign County Clerk

EXHIBIT A

It is recognized by the parties that the amounts set forth in this work order are premised on the current level of support by the State of Illinois as set forth in the Downstate Public Transportation Act (30 ILCS 740/1-1 et. seq.) ("the Act").

If at any time after the execution of this agreement by the parties, state reimbursement is reduced from its current 65% level contained in the Act, the amount contained in the work order shall be adjusted to automatically reflect the amount of any such decrease. The increase in cost to the customer shall be in the same percentage as the decrease in state support.

The following table shows examples of how customer cost will be determined for maintenance:

| FY2015-FY2016 Audited Fully Allocated Cost Per Hour | Level of State Reimbursement | Local Share = Cost To Customer | Hourly Rate Charged to Customer |
|---|---------------------------------|-----------------------------------|---------------------------------------|
| \$127.22 | 65% | 35% | \$44.53 |
| \$127.22 | 60% | 40% | \$50.89 |
| \$127.22 | 55% | 45% | \$57.25 |

RESOLUTION NO. 9385

RESOLUTION APPROVING VEHICLE LEASE AGREEMENT BETWEEN COUNTY OF CHAMPAIGN, ILLINOIS AND CHAMPAIGN URBANA MASS TRANSIT DISTRICT

WHEREAS, the Champaign County Board is responsible for the operation of the Champaign County Area Rural Transit System (C-CARTS); and

WHEREAS, C-CARTS is currently operated through an Intergovernmental Agreement between the County of Champaign and CUMTD; and

WHEREAS, to operate the C-CARTS Program, the County of Champaign and Champaign Urbana Mass Transit District enter into a vehicle lease agreement for the lease of vehicles owned by the County to the CUMTD; and

WHEREAS, the Policy, Personnel and Appointments Committee of the Whole recommends to the County Board approval of the Vehicle Lease Agreement Between County of Champaign, Illinois and Champaign Urbana Mass Transit District for the period from October 1, 2015 through June 30, 2018, as documented in Attachment A to this Resolution;

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the County Board of Champaign County, Illinois, that the Vehicle Lease Agreement Between County of Champaign, Illinois and Champaign Urbana Mass Transit District for the period from October 1, 2015 through June 30, 2018, as documented in Attachment A to this Resolution, is hereby approved; and

BE IT FURTHER RESOLVED by the County Board of Champaign County, Illinois that the County Board Chair is hereby authorized to execute the Vehicle Lease Agreement Between County of Champaign, Illinois and Champaign Urbana Mass Transit District for the period from October 1, 2015 through June 30, 2018 on behalf of the County Board.

PRESENTED, ADOPTED, APPROVED and RECORDED this 17th day of September, A.D. 2015.

Patti Petrie, Chair
Champaign County Board

ATTEST:

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

Attachment A

VEHICLE LEASE AGREEMENT
BETWEEN
COUNTY OF CHAMPAIGN, ILLINOIS
AND
CHAMPAIGN URBANA MASS TRANSIT DISTRICT

This Agreement is made and entered into, by and between the County of Champaign, Illinois, hereinafter referred to as "Lessor", and the Champaign Urbana Mass Transit District ('CUMTD'), hereinafter referred to as "Lessee". Lessor and Lessee, for the considerations set forth below, hereby agree as follows:

SECTION 1
Vehicles Leased

Lessor hereby leases to Lessee, on the terms and conditions herein contained the following motor vehicles:

- 1) 2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN 1FDDE4FS1BDB22613, commonly known as "Vehicle 54"
- 2) 2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN 1FDDE4FS0BDB26667, commonly known as "Vehicle 55"
- 3) 2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN 1FDDE4FS2CDA19153, commonly known as "Vehicle 56"
- 4) 2012 Dodge Caravan/Gran, 6 passenger mini-van, VIN 2C4RDGCG9CR139812, commonly known as "Vehicle 58"
- 5) 2012 Dodge Caravan/Gran, 6 passenger mini-van, VIN 2C4RDGCG7CR139811, commonly known as "Vehicle 57"
- 6) 2014 Ford Starcraft Bus, 14 passenger medium duty, VIN 1FDEE4FLOEDA86292
- 7) 2014 Ford Starcraft Bus, 14 passenger medium duty, VIN 1FDEE4FL3EDA86321
- 8) 2014 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDEE4FL9EDA86288
- 9) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDDE4FS5GDC04206
- 10) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDDE4FS8GDC04202
- 11) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDDE4FS8GDC04247
- 12) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDDE4FSXGDC04248
- 13) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDDE4FS8GDC04250
- 14) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDDE4FSXGDC04251
- 15) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDDE4FS1GDC04252
- 16) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDDE4FS6GDC06479

Purchased with funds from the Illinois Department of Transportation, CAP-10-942-CVP and CAP-04-879-CVP, Contract No. 1089CVP, CAP-13-1022-CVP Contract No. 1385CVP, and CAP-14-1080-CVP Contract No. 4490-CVP between IDOT and the Lessor.

Vehicles shall have lettering, identifying it with the "Champaign- County Area Rural Transit System" logo, telephone number, and website address, and other information as directed by Lessor. Said lettering shall be provided at the cost of Lessor; Lessee shall be responsible for having the vehicle lettering completed within fifteen (15) days of Lessor's request.

Attachment A

SECTION 2

Use and Scope of Service Limits

Lessee agrees that it will not use or permit the use of the leased vehicles in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to void any insurance covering the vehicles, or permit any vehicle to become subject to any lien, charge, or encumbrance which may affect Lessor's title to said vehicle.

SECTION 3

Term

The term of the lease shall be for three operating years of rural public transit system within Champaign County beginning October 1st, 2015, and ending June 30th, 2018, which is contingent upon receiving grant funding from the Illinois Department of Transportation – Division of Public and Intermodal Transportation, hereinafter referred to as "IDOT", which entails the Lessor concurring that CUMTD is still the selected operator for the Champaign County rural public transit system. Subject to the terms of the Federal Section 5311 Operating Assistance Program, State of Illinois Downstate Operating Assistance Program (DOAP) and the Intergovernmental Agreement between the Lessor and CUMTD, the Lessee shall notify Lessor in writing, no later than ninety (90) days prior to the termination date specified in writing.

SECTION 4

Additional Conditions of IDOT

The State of Illinois, Department of Transportation, Division of Public and Intermodal Transportation (hereinafter referred to as IDOT) is lien holder on the vehicles to be leased, previously operated by Lessor pursuant to the above-mentioned capital grant agreements listed in Section 1. IDOT Capital Grant – CAP-10-942 and CAP-04-879 Contract No. 1089CVP, CAP-13-1022-CVP Contract No. 1385CVP, and CAP-14-1080-CVP Contract No. 4490-CVP are specifically incorporated herein as fully set forth in documents filed at the Champaign County Regional Planning Commission's offices. IDOT acknowledges that the making of these Agreements between Lessor and Lessee neither violates the terms of the above mentioned Grant Contracts nor causes any default or forfeiture thereunder.

Lessee shall use the vehicles for the purposes as described in Capital Grant CAP-10-942 and CAP-04-879 Contract No. 1089CVP, CAP-13-1022-CVP Contract No. 1385CVP, and CAP-14-1080-CVP Contract No. 4490-CVP and in the Federal Section 5311 Operating Assistance Program, State of Illinois Downstate Operating Assistance Program (DOAP) and the Transportation System Provider Agreement between the Lessor and CUMTD to provide general rural public transportation.

Lessee represents and warrants that it will comply with said terms, conditions and obligations of IDOT, so as not to jeopardize Lessor's relationship with IDOT, nor cause Lessor to be in default of any agreement with IDOT. Any breach of the above mentioned contracts shall be considered a default by Lessee under the terms hereof.

SECTION 5

Lessee's Representations and Warranties

Attachment A

In consideration of Lessor entering into this Agreement, the Lessee hereby represents and warrants:

- (a) Lessee is an Illinois corporation, duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.
- (b) Neither the execution, delivery or performance of this Agreement or any other agreement or instrument referred to in this Agreement that is executed and delivered by or on behalf of Lessee in conjunction herewith, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Certificate of Incorporation, Articles of Incorporation, or Bylaws of Lessee or any provision of law, statute, rule, regulation, or order of any court or governmental authority to which Lessee is subject, or any judgment, decree, franchise, order or permit applicable to Lessee, or conflicts or is inconsistent with, or will result in any breach of or constitute a default under, any contract, commitment, agreement, understanding, arrangement, or instrument, or result in the creation of or imposition of, or the obligation to create or impose, any lien, encumbrance or liability on any of the property or assets of Lessee, or will increase any such lien, encumbrance, or liability.
- (c) Lessee now has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state or local, which authorize or empower the services to be performed hereunder by Lessee.

SECTION 6

Rent and Terms of Payment

Lessee agrees to pay as rent for the vehicles leased herein the sum of one dollar (\$1) per year, paid annually in advance by the fifteenth (15th) of June of each year for the remaining duration of this lease agreement.

SECTION 7

Insurance

Lessee shall, at its sole cost, provide and maintain during the term of this Agreement, a policy or policies of vehicle liability insurance containing the coverage, exceptions, and exclusions which are ordinarily contained in vehicle liability insurance policies written for the locality where the vehicle is stored. Such policy shall insure Lessor and Lessee, and their respective agent and employees, with respect to liability as a result of the ownership, maintenance, use or operation of vehicle furnished by Lessor to Lessee pursuant to this Agreement. Furthermore, Lessee shall, at its sole cost, provide and maintain during the term of the Agreement, insurance coverage for collision and comprehensive damages as is customary for such vehicle, naming Lessor as an additional insured.

Attachment A

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall, at minimum afford the following coverage:

| | |
|----------------------------|-------------|
| Combined single limit: | \$1 million |
| Medical Payments: | \$5,000 |
| Uninsured / Under-insured: | \$1 million |
| Hired and Non-Owned: | \$1 million |

Such insurance shall include destruction and/or loss of use or property as a result of an accident. Lessor shall not be liable for damage to property owned by, rented to, or in charge of Lessee.

All such insurance shall be in a form acceptable to Lessor. Lessee shall cause the insurer to furnish to Lessor a certificate of insurance, and a certificate of any renewal or replacement of insurance, evidencing coverage as outlined herein. The certificate shall provide that the insurance shall not be cancelled or materially modified except upon ten (10) days advance written notice to Lessor.

SECTION 8 License Plates and Registration

The vehicles subject to this Agreement shall bear the proper license plate. The title to such vehicle is registered in the name of the Lessor, subject to the lien rights of IDOT. The annual registration, license fees, safety inspection costs, etc. shall be paid by Lessee.

SECTION 9 Delivery of Vehicle

Lessor shall use all reasonable diligence to transfer the vehicles leased hereunder to the Lessee on the execution of this Agreement and any supplement thereto, but shall not be liable to Lessee for any failure or delay if Lessor shall have exercised reasonable diligence herein.

SECTION 10 Reporting and Audit

- (a) Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by Lessor. Data required may include, but not be limited to, vehicle maintenance records and trip logs.
- (b) Lessor or representatives from IDOT and the Federal Transit Administration (hereinafter referred to as "FTA") or any designees may perform, at any time, one or more audits and/or inspection of the records with regard to compliance with the provisions of the Agreement. Lessee agrees to comply with all requests to have equipment available as requested by Lessor for completion of audits.
- (c) Lessee agrees to preserve for a period of five years after the termination of this Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

SECTION 11 Maintenance

Attachment A

All vehicles need to be maintained according to the Lessee's vehicle maintenance policy and plan, which should include a schedule for preventative maintenance service and vehicle replacement as reviewed and approved by IDOT-DPIT staff during their annual compliance review. Lessee shall prepare and maintain accurate records relating to all vehicle maintenance performed herein and shall provide Lessor with any such information when requested in writing.

SECTION 12 Acceptance by Lessee

Upon taking possession of vehicle, it shall be conclusively presumed to be in neat and proper appearance, good repair, mechanical condition and running order when accepted by Lessee.

NEITHER LESSOR NOR LESSEE IS THE MANUFACTURER OF THE VEHICLES SUBJECT TO THIS AGREEMENT, NOR THE MANUFACTURER'S AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE VEHICLE SUBJECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE.

This Agreement shall not operate to release or waive any rights of Lessor or Lessee against any person not a party hereto, including the manufacturer of the vehicle subject to this Agreement.

Lessor shall assign or otherwise make available, as legally permitted, any manufacturer's warranties covering the vehicle subject to this Agreement.

SECTION 13 Risk of Loss

Lessee shall bear all risks of damage or loss of the leased vehicle, or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of respective vehicle shall be at the cost and expense of the Lessee and shall be accessions to the vehicle. The Lessee shall at all times, and at Lessee's expense, keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted.

SECTION 14 Indemnity

Lessee agrees to save Lessor and the State of Illinois, including IDOT, harmless from any and all claims, losses, causes of action, and expenses, for whatever reason, including legal expenses and reasonable attorneys fees, arising from the use, maintenance, and operation of the vehicle leased under this Agreement or the provision of services hereunder.

SECTION 15 Additional Charges

Attachment A

Lessee agrees to pay any and all storage charges, parking charges, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees. Lessee will pay any fees (including vehicle registration and inspection fees) or taxes which may be imposed with respect to such vehicle by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle.

SECTION 16 Drivers of Vehicle

The leased vehicles under this Agreement shall be operated only by safe, careful, and legally qualified drivers having a proper license. Such drivers shall be selected, employed, controlled, and paid by Lessee. Lessee shall cause the vehicle to be used and operated with reasonable care and precaution to prevent loss and damage to said vehicle because of negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

Lessee's drivers shall comply with all applicable state and federal regulations governing transportation services.

SECTION 17 Termination

This Agreement shall terminate in any event upon default as provided in Section 3.

Right of Each Party to Terminate: Upon written notice to the other parties, each party (IDOT, Lessor and Lessee) reserve the right to terminate this Agreement:

- a) when a party is, or has been, in violation of the terms of this Agreement;
- b) for each parties' convenience;
- c) in the event that the Operating Grant Agreement between Lessor and IDOT is not renewed or is terminated;
- d) in the event that Lessor decides to remove the vehicle from service (i.e., replace it because it is beyond its useful life);
- e) in the event that Lessor decides to reassign the vehicle to another Lessee; or
- f) In the event that the Lessor and/or IDOT determine, in their sole discretion, that the purpose of the Acts authorizing the Grant would not be best served by the continuation of said Agreement.

Termination of the Agreement will not invalidate obligations properly incurred by the Lessee and concurred in by the Lessor and IDOT prior to the termination date; to the extent they are non-cancelable.

SECTION 18 Surrender of Vehicle

Upon termination, at the sole option of Lessor, Lessee shall surrender the respective vehicles leased hereunder, in the same condition as when received, less reasonable wear and tear, free from collision or upset damage, to the Lessor at the address listed in Section 26, or at any other location mutually agreed on by the parties to the Agreement.

SECTION 19 Warranties

Attachment A

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE LESSOR TO THE LESSEE AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE LEASED VEHICLES, OR BY THE FAILURE OF THE VEHICLES, OR INTERRUPTION OF SERVICE OR USE OF THE LEASED VEHICLES.

SECTION 20 Compliance with Laws

The vehicles leased under this Agreement will not, while in the possession, custody, or control of Lessee, be operated in excess of rated maximum weights or capacity. If a vehicle is damaged in any manner due to overloading, Lessee shall immediately pay to Lessor the amount of any and all damages and losses it may sustain thereby.

The leased vehicles shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicles. Lessee will hold Lessor harmless from any and/or all fines, forfeitures, penalties for traffic violations or for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

Lessee shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed hazardous by reason of being explosive, inflammable, or fissionable.

SECTION 21 Assignment

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement, or the Agreement itself, or the subject vehicles, without the prior written consent of Lessor and IDOT. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and any other amounts payable by Lessee to Lessor, or to become payable. This Agreement and the rights and interests of Lessee under this Agreement are subordinate to any security agreement executed by Lessor and any such assignee, covering the vehicles leased hereunder.

SECTION 22 Default

Time is of the essence of this Agreement. Lessor, at its option, may declare this Agreement in default on the happening of any of the following:

- (a) Default by Lessee in payment or performance of any of its obligations under this Agreement.
- (b) Voluntary assignment of Lessee's interests herein.

Attachment A

- (c) Involuntary transfer of Lessee's interest herein, whether or not by operation of law, bankruptcy, or any assignment of Lessee's property for the benefit of creditors, or if a receiver or trustee is appointed for Lessee's property or business.
- (d) Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Agreement.
- (e) Lessee not abiding by the terms set forth in CAP-10-942 and CAP-04-879 Contract No. 1089CVP between IDOT and Lessor.
- (f) Lessee not abiding by the terms set forth in CAP-13-1022 Contract No. 1385CVP between IDOT and the Lessor.
- (g) Lessee not abiding by the terms set forth in CAP-14-1080-CVP Contract No. 4490CVP between IDOT and the Lessor.
- (h) Lessee not abiding by the terms and conditions of the Federal Section 5311 Operating Assistance Program.
- (i) Lessee not abiding by the terms and conditions of the Illinois Downstate Operating Assistance Program.
- (j) Lessee not abiding by the terms and conditions of the Transportation System Provider Agreement between Lessor and Lessee.

Lessor shall provide Lessee with written notice of default. Lessee shall have ten (10) days from the date Lessor's notice is given as required by Section 26 of this Agreement to cure the default. If upon the expiration of said ten (10) days time frame Lessee has not cured the default, then Lessor may seek to enforce any rights and or remedies it may have against Lessee hereunder.

On declaration by Lessor that the Agreement is in default, and after expiration of the cure period set forth above, the vehicles subject to this Agreement shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicles wherever they may be found, and for that purpose may enter on the premises of Lessee provided there is no breach of peace. If allowed by applicable law or upon abandonment of the vehicles by Lessee, the Lessor's right to take possession of the vehicles may be without process of law. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicles subject to this Agreement, or the possession or use of such vehicles, and Lessor shall retain all rents and other sums paid by Lessee under this Agreement with respect to said vehicles. The rights and remedies of Lessor under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law. Lessor shall be entitled to collect from Lessee the costs and expenses, including reasonable attorneys fees, in connection with any matters concerning the default of Lessee and the repossession of the vehicles.

SECTION 23 AUXILIARY

THIS SECTION INTENTIONALLY LEFT BLANK

Attachment A

SECTION 24
Waiver

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

SECTION 25
Lease Only

This Agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicles leased hereunder other than that of Lessee. Lessee acknowledges that Lessor owns (subject to IDOT lien) the vehicles subject to the Agreement. Nothing herein shall affect Lessor's absolute ownership of any title to said vehicles.

SECTION 26
Notices

Notices provided for under this Agreement shall be deemed given when mailed certified mail to the addresses of the Lessor and Lessee, as set forth below:

IF TO LESSOR: Champaign County Board
(c/o RTAG/ Regional Planning Commission)
1776 E. Washington Street
Urbana, IL 61802

IF TO LESSEE: Managing Director
Champaign Urbana Mass Transit District
1101 E University Ave
Urbana, IL 61802

SECTION 27
Right to Repossess

Upon failure of Lessee to return or deliver the vehicles subject to the terms hereof as directed by Lessor, or if Lessee fails to use, repair, or maintain the vehicles as required herein, Lessee shall permit Lessor, without demand, legal process, or a breach of the peace, to enter any premises where the vehicles are or may be located to take possession of and remove the vehicles. Lessee shall not prosecute or assist in the prosecution of any claim, suit, action or other proceeding arising out of any such repossession by Lessor. Lessee shall reimburse Lessor for any and all costs including reasonable attorneys' fees, incurred by Lessor in connection with actions taken by Lessor pursuant to this section.

SECTION 28
Inspection of Vehicle

Attachment A

Lessor and/or representatives of IDOT and the FTA or its representatives, and all designees, shall have the right to inspect the respective vehicles during reasonable business hours, or cause the vehicles to be inspected at any time, with or without prior notice to Lessee. Lessor shall also have the right to demand from time to time a written statement from Lessee setting forth the condition of the vehicles or any parts thereof. Lessee shall furnish such a statement to Lessor within ten (10) days after receipt of Lessor's demand therefore. Should Lessor or its designee determine, in its sole discretion that the vehicles have not been maintained in accordance with this Agreement, Lessor or its designee shall report all deficiencies to Lessee in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicles in service, Lessee shall have thirty (30) days to correct the reported deficiencies.

SECTION 29 Return of Vehicle

Immediately following termination of this Agreement, whether by completion of the term or any reason, Lessee shall surrender and deliver to Lessor the vehicles and related records, unless the right is waived at Lessor's sole discretion.

SECTION 30 Succession

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

SECTION 31 Amendment

This Agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties.

SECTION 32 Liability for Contents

Lessor shall not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon the vehicles furnished by Lessor to Lessee pursuant to this Agreement, whether or not due to the negligence of Lessor, its agents or employees.

Lessee shall hold Lessor, its agents and employees, harmless from and indemnify them from and against all claims based on or arising out of such loss or damage.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

SECTION 33 Attorneys Fees

Except as provided for in Section 22, concerning default of Lessee, the prevailing party shall be entitled to reimbursement from the losing party for costs and expenses including reasonable

Attachment A

attorneys fees incurred in enforcing the terms and provisions of this Agreement and in the defending and proceeding to which Lessor or Lessee is made a party to any legal proceedings as a result of acts or omissions of the other party.

SECTION 34
Governing Law

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Lessor and Lessee.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:

County of Champaign, Illinois
(C/O Regional Planning Commission)

By: _____
Patti Petrie, Chair
Champaign County Board

Date: _____

Attest: _____

Date: _____

LESSEE:

Champaign Urbana Mass Transit District

By: _____
Karl Gnadl, Managing Director
CUMTD

Date: _____

Attest: _____

Date: _____

RESOLUTION NO. 9386

RESOLUTION APPROVING EMPLOYEE INSURANCE BENEFITS FOR FY2016

WHEREAS, The Champaign County Board annually determines the employee insurance benefits to be provided in the ensuing fiscal year; and

WHEREAS, The Champaign County Labor Management Health Insurance Committee has recommended to the County Board approval of the recommendations for employee insurance benefits for FY2016; and

WHEREAS, The Finance Committee of the Whole recommends to the County Board approval of offering the Health Alliance HMO 50-00a Plan with 6-Tier Premium Pharmacy Benefits for all County Employees for FY2016; and the County will provide HRA reimbursement to employees with single coverage at an annual maximum of up to \$4,000/year to cover the single out-of-pocket maximum in excess of \$1,500; and the County will provide HRA reimbursement towards dependent plan coverage at an annual maximum of up to \$8,000/year to cover the dependent plan out-of-pocket maximum in excess of \$3,000; and continuing to offer the Delta Dental voluntary dental plan through December 31, 2016; and offering the EyeMed Vision Plan as a voluntary plan for a 24 month renewal with an effective date of January 1, 2016; and

WHEREAS, The Finance Committee of the Whole recommends to the County Board approval of a 24 month renewal of the service agreement with Benefit Planning Consultants as the administrator of the County's HRA and Flexible Spending Account Plans for the period of January 1, 2016 to December 31, 2017 with no change in the monthly administrative fees;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the County Board of Champaign County, Illinois that the FY2016 employee insurance benefits as recommended in this Resolution shall be and hereby are approved for FY2016; and

BE IT FURTHER RESOLVED by the County Board of Champaign County, Illinois that a 24 month service agreement with Benefit Planning Consultants as the administrator of the County's HRA and Flexible Spending Account Plans for the period of January 1, 2016 to December 31, 2017 with no change in the monthly administrative fees is hereby approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Patsi Petrie, Chair
Champaign County Board

ATTEST:

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

RESOLUTION NO. 9387

RESOLUTION AUTHORIZING THE CANCELLATION OF THE APPROPRIATE
CERTIFICATE OF PURCHASE ON A MOBILE HOME,
PERMANENT PARCEL NUMBER 30-054-0009

WHEREAS, The County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes, pursuant to the authority of 35 ILCS 516/35; and

WHEREAS, Pursuant to this program, the County of Champaign as Trustee for the Taxing Districts, has acquired an interest in the following described mobile home:

VIN: 292
Yr./Sq. Ft.: 1973/888
Permanent Parcel Number: 30-054-0009

Commonly known as: 9 Kickapoo Trail

As described in certificate(s): 108 sold on October 25, 2012; and

WHEREAS, It appears to the Finance Committee of the Whole that it would be in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property; and

WHEREAS, Terry D. Gilliland has paid the total sum of \$1,202.93 and a request for surrender of the tax sale certificate has been presented to the Finance Committee of the Whole and at the same time it having been determined the County shall receive \$637.91 as a return for its Certificate of Purchase. The County Clerk shall receive \$51.00 for cancellation of Certificate and to reimburse the revolving account the charges advanced therefrom; and the remainder shall be the sums due the Tax Agent for his services; and

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, that the County Board Chair authorizes the cancellation of the appropriate Certificate of Purchase on the above described mobile home for the sum of \$637.91 to be paid to the Treasurer of Champaign County Illinois, which shall be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9388

RESOLUTION AUTHORIZING THE CANCELLATION OF THE APPROPRIATE
CERTIFICATE OF PURCHASE ON A MOBILE HOME,
PERMANENT PARCEL NUMBER 29-050-0040

WHEREAS, The County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes, pursuant to the authority of 35 ILCS 516/35; and

WHEREAS, Pursuant to this program, the County of Champaign as Trustee for the Taxing Districts, has acquired an interest in the following described mobile home:

VIN: 3412
Yr./Sq. Ft.: 1973/1120
Permanent Parcel Number: 29-050-0040

Commonly known as: The Oaks Mobile Home Estate, 40 The Oaks MHE

As described in certificate(s): 102 sold on October 25, 2012; and

WHEREAS, It appears to the Finance Committee of the Whole that it would be in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property; and

WHEREAS, The Oaks of Illinois has paid the total sum of \$1,312.64 and a request for surrender of the tax sale certificate has been presented to the Finance Committee of the Whole and at the same time it having been determined the County shall receive \$722.56 as a return for its Certificate of Purchase. The County Clerk shall receive \$51.00 for cancellation of Certificate and to reimburse the revolving account the charges advanced therefrom; and the remainder shall be the sums due the Tax Agent for his services; and

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, that the County Board Chair authorizes the cancellation of the appropriate Certificate of Purchase on the above described mobile home for the sum of \$722.56 to be paid to the Treasurer of Champaign County Illinois, which shall be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9389

BUDGET AMENDMENT

September 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00038

Fund: 850 Geographic Information System Joint Venture
Dept. III GIS Consortium

| <u>ACCOUNT DESCRIPTION</u> | <u>AMOUNT</u> |
|------------------------------------|----------------|
| Increased Appropriations: | |
| 533.01 Audit & Accounting Services | \$2,691 |
| | <u>\$3,121</u> |
| | Total \$5,812 |
| Increased Revenue: | |
| None: from Fund Balance | <u>\$0</u> |
| | Total \$0 |

REASON: Fiscal Year 2014 Expenditures that were Accrued to fiscal Year 2015 due to Late Payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9390

BUDGET AMENDMENT

September 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00039

Fund: 080 General Corporate
Dept. 026 County Treasurer

| <u>ACCOUNT DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------------------------------|----------------|
| Increased Appropriations: | |
| 511.40 State-Paid Salary Stipend | <u>\$3,929</u> |
| | Total |
| | <u>\$3,929</u> |
| Increased Revenue: | |
| 335.71 State Revenue-Salary Stipends | <u>\$3,929</u> |
| | Total |
| | <u>\$3,929</u> |

REASON: Department of Revenue Did Not Pay full Treasurer Stipend in 2009 & 2010. Treasurer Association Sued State for Difference in 2010. Treasurer Prevailed in court Case No. 10-MR-718 3/17/15

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9391

BUDGET AMENDMENT

September 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00040

Fund: 633 States Attorney Records Automation
Dept. 041 States Attorney

| <u>ACCOUNT DESCRIPTION</u> | <u>AMOUNT</u> |
|------------------------------------|----------------|
| Increased Appropriations: | |
| 522.44 Equipment Less Than \$5,000 | <u>\$5,000</u> |
| | Total \$5,000 |
| Increased Revenue: | |
| None: from Fund Balance | <u>\$0</u> |
| | Total \$0 |

REASON: Increased Appropriations for Purchase of High-Volume Scanner with No Increase in Revenue; will Come From Fund Balance

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Patsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9392

BUDGET AMENDMENT

September 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00041

Fund: 080 General Corporate
Dept. 077 Zoning & Enforcement

| <u>ACCOUNT DESCRIPTION</u> | <u>AMOUNT</u> |
|------------------------------------|----------------|
| Increased Appropriations: | |
| 534.21 Property Clearance/Clean-Up | <u>\$3,000</u> |
| | Total \$3,000 |
| Increased Revenue: | |
| None: from Fund Balance | <u>\$0</u> |
| | Total \$0 |

REASON: to Cover the cost for a Second Engineering Inspection for Property Demolition Project

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9393

BUDGET AMENDMENT

September 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00042

Fund: 080 General Corporate
Dept. 077 Zoning & Enforcement

| <u>ACCOUNT DESCRIPTION</u> | <u>AMOUNT</u> |
|------------------------------------|----------------|
| Increased Appropriations: | |
| 534.21 Property Clearance/Clean-up | \$28,200 |
| | Total \$28,200 |
| Increased Revenue: | |
| None: from Fund Balance | \$0 |
| | Total \$0 |

REASON: Cost for Property Demolition Project at 1101 Carroll Avenue, Urbana, IL. Actual cost Expected to be Less

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9394

BUDGET AMENDMENT

September 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00043

Fund: 083 County Highway
Dept. 060 Highway

| <u>ACCOUNT DESCRIPTION</u> | <u>AMOUNT</u> |
|-------------------------------|-----------------|
| Increased Appropriations: | |
| 533.04 Engineering Services | <u>\$25,000</u> |
| | Total \$25,000 |
| Increased Revenue: | |
| 337.20 Township Reimbursement | <u>\$25,000</u> |
| | Total \$25,000 |

REASON: Per Resolution 9312 Appropriating \$25,000 for Preliminary Engineering for 15-03439-00-SP. County will Pay Engineering Fees and Bill Champaign & Hensley Townships for Reimbursement

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9395

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR ANIMAL
IMPOUND SERVICES WITH THE CITY OF MONTICELLO, ILLINOIS

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

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

WHEREAS, there is a need to respond to requests for animal impound services within the City; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control department; and

WHEREAS, Intergovernmental Agreement for Animal Impound Services between the County and the City (hereinafter "Agreement") has been prepared; and

WHEREAS, the Agreement outlines the financial participation and service responsibilities of the parties.

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September, A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9396

RESOLUTION AUTHORIZING AN ACCEPTANCE AGREEMENT FOR THE ILLINOIS
STATE BOARD OF ELECTIONS VOTING ACCESS FOR INDIVIDUALS WITH
DISABILITIES – VAID VI GRANT

WHEREAS, The Champaign County Clerk's Office is receiving a grant from the Illinois State Board of Elections pursuant to Title II, Section 261 of the Help America Vote Act of 2002 in the amount of \$5,274.00 to ensure that all polling places are made accessible to voters with disabilities in Champaign County; and

WHEREAS, The Illinois State Board of Elections and the Champaign County Clerk both have responsibilities under the Help America Vote Act of 2002 as to proper procurement, spending, and tracking of grant expenditures in accordance with all applicable State and Federal regulations; and

WHEREAS, An Acceptance Agreement outlining the responsibilities of Champaign County has been presented to the County Board;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Illinois State Board of Elections Voting Access for Individuals with Disabilities –VAID VI Grant Acceptance Agreement in the amount of \$5,274.00.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Patsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9397

RESOLUTION AMENDING RESOLUTION NO. 8673 ESTABLISHING HEALTH INSURANCE PREMIUM CONTRIBUTIONS FOR NON-BARGAINING EMPLOYEES FOR FY2016

WHEREAS, The Champaign County Board has heretofore adopted Resolution No. 8673 establishing the premium contributions for health insurance to be made by non-bargaining employees, with the exception of the non-bargaining employees of the Regional Planning Commission and Nursing Home, for Fiscal Years 2014, 2015, and 2016; and

WHEREAS, Resolution No. 8673 established premium contributions for FY2016 for the above-stated non-bargaining employees by stating that employees shall pay 12% of the cost of the single plan premium for health insurance and an additional contribution of \$30/month shall be paid by the County to the cost of dependent coverage in addition to the contribution the County makes to the single plan premium; and

WHEREAS, the Finance Committee recommends amendment to Resolution 8673 regarding health insurance contributions for the above-stated non-bargaining employees for FY2016 to the following: the employees shall pay 10% of the cost of the single plan premium for health insurance and an additional contribution of \$70/month shall be paid by the County to the cost of dependent coverage in addition to the contribution the County makes to the single plan premium;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the County Board of Champaign County, Illinois that the non-bargaining employees, with the exception of the Regional Planning Commission and Nursing Home employees, will contribute 10% of the cost of the single plan premium for health insurance in FY2015, and the County will contribute \$70/month to the cost of dependent coverage, in addition to the contribution the County makes to the single plan premium, for those employees who enroll in dependent coverage for FY2016.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

ATTEST:

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

RESOLUTION NO. 9398

RESOLUTION APPROVING FY2016 SALARY ADMINISTRATION PLAN FOR
NON-BARGAINING EMPLOYEES

WHEREAS, pursuant to Chapter 9 of the Champaign County Personnel Policy, the Champaign County Board annually determines the salary administration adjustments for non-bargaining employees to be included in the ensuing fiscal year budget; and

WHEREAS, pursuant to the recommendation of the County Administrator, the County Board approves the FY2016 Salary Administration Plan for non-bargaining employees;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County that the following salary administration plan is approved, pursuant to Chapter 9 of the Champaign County Personnel Policy, for the non-bargaining employees (excluding Nursing Home employees) for FY2016:

Non-Bargaining Employee salaries will be held at current levels, with no increases budgeted for COLA, compa-ratio or merit adjustments.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

ATTEST:

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

RESOLUTION NO. 9399

RESOLUTION AUTHORIZING SERVICES AGREEMENT WITH BELLWETHER, LLC
FOR COURT SECURITY FEE REVIEW

WHEREAS, Public Act 099-0265 amends the Counties Code 55 ILCS 5/5-1103 to allow county boards, with the concurrence of the Chief Judge, to set the fee collected for defraying court security expenses based on an acceptable cost study done in accordance with Section 4-5001 of the Counties Code; and

WHEREAS, the Champaign County Board has previously engaged the services of Bellwether, LLC to conduct similar cost studies on behalf of the County Board; and

WHEREAS, the Finance Committee of the Whole recommends to the County Board the approval of a contract with Bellwether, LLC for a court security fee review, at a total cost not to exceed \$5,950 and to be completed within a 4-6 week time frame;

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves the agreement with Bellwether, LLC to conduct a court security fee review on behalf of Champaign County, and further authorizes the County Administrator to execute said agreement on behalf of the County Board.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9400

RESOLUTION AUTHORIZING RENEWAL OF ONE-YEAR CONTRACT WITH CLIFTON LARSON ALLEN FOR FINANCIAL AUDITING SERVICES FOR FY2015

WHEREAS, the Champaign County Board previously awarded a Contract to Clifton Larson Allen for financial auditing services for the County's fiscal years 2010, 2011, 2012, 2013 and 2014; and

WHEREAS, because FY2014 was a thirteen month fiscal year transitioning the County's fiscal year from a December 1-November 30 fiscal year to a calendar year of January 1-December 31, the County Auditor and County Administrator recommended to the Finance Committee that the 2015 fiscal year audit be completed by Clifton Larson Allen to enhance consistency through their institutional knowledge to complete the first actual calendar year audit; and

WHEREAS, the Finance Committee of the Whole recommends to the County Board the approval of a one-year contract with Clifton Larson Allen for financial auditing services for the County's FY2015 audit;

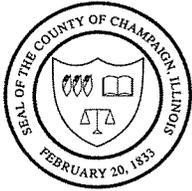
NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves the one-year contract with Clifton Larson Allen for financial auditing services for the County's FY2015 audit, and further authorizes the County Board Chair to execute said Contract on behalf of the County Board.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Patti Petrie, Chair
Champaign County Board

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

County Board
Agenda Items
September 17, 2015



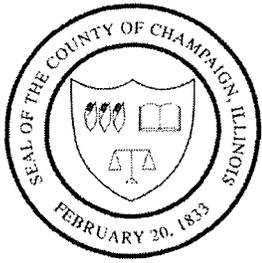
**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE**
Summary of Action Taken at the September 1, 2015 Meeting

MEMBERS PRESENT: Gary Maxwell, Jack Anderson, Josh Hartke, Jeff Kibler, James Quisenberry, Giraldo Rosales, Rachel Schwartz

MEMBERS ABSENT:

| <u>Agenda Item</u> | <u>Action Taken</u> |
|--|--|
| I. <u>Call to Order</u> | 6:30 p.m. |
| II. <u>Roll Call</u> | 7 Committee members present, 0 Committee member absent |
| III. <u>Approval of Agenda</u> | Approved |
| IV. <u>Approval of Minutes</u> A. Committee Meeting – August 4, 2015 | Approved |
| V. <u>Public Participation</u> | None |
| VI. <u>Communications</u> | None |
| VII. <u>Approval of Army Corps of Engineers Lease</u> | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Army Corps of Engineers Lease.</i> |
| VIII. <u>Approval of Urbana Park District Lease Amendment</u> | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Urbana Park District Lease Amendment</i> |
| IX. <u>Facilities Director’s Report</u> A. Update on Courthouse Window Replacement Project B. Update on Facility Condition Assessment, Documentation and Capital Planning Study C. Update on CCNH Dryer Venting Project D. Update the Satellite Jail, Highway, and JDC Joint/Crack Repair Project | Information Only Information Only Information Only Information Only |
| X. <u>Other Business</u> A. Approval of Closed Session Minutes – June 2, 2015 B. Semi-Annual Review of Closed Session Minutes | Approved None to Review |
| XI. <u>Chair’s Report</u> A. Future Meeting Tuesday, October 6, 2015 at 6:30 pm B. Tour of the Juvenile Detention Center at 5:15 pm Prior to October 6 Facilities Committee Meeting | Information Only Information Only |
| XII. <u>Designation of Items to be placed on the Consent Agenda</u> | Item VII and VIII are to be placed on consent agenda |
| XIII. <u>Adjournment</u> | 6:48 p.m. |

*Denotes Inclusion on the Consent Agenda



**CHAMPAIGN COUNTY BOARD ENVIRONMENT and LAND USE COMMITTEE
(ELUC) ACTION REPORT**

Summary of Actions Taken at the September 3, 2015 Meeting

Committee members present: Esry, Weibel, Berkson, Petrie, Harper, Schroeder, Shore
Committee members absent:

| | <u>Actions Taken</u> |
|---|---|
| I. Call to Order | 6:30 p.m. |
| II. Roll Call | 7 committee members present |
| III. Approval of Agenda/Addenda | Approved as distributed |
| IV. Approval of Minutes | |
| A. ELUC Committee meeting – August 6, 2015 | Approved as distributed |
| V. Public Participation | None |
| VI. Communications | None |
| VII. <u>For Information Only</u> | |
| A. Enforcement Update for 1101 Carroll Avenue, Urbana | None |
| B. Proposed FY2016 Budget for Department of Planning & Zoning | None |
| C. Township Road District Ordinance Establishing Fees Required for Consideration of Proposed Development Projects | None |
| D. Regulation of Coolants in Closed Loop Geothermal Well Systems to Protect Groundwater | None |
| E. Proposed Consent Decree | None |
| VIII. <u>Items to be Approved by ELUC</u> | |
| A. Recreation & Entertainment Licenses | |
| 1. Recreation & Entertainment License: River to Rail Ride, band, Middle Fork River Forest Preserve Activity Center, 3485 CR2700E, Penfield. September 19, 2015. | Approved |
| IX. <u>Items for Recommendation to the County Board</u> | |
| A. Request to Adopt the Champaign County Multi-Jurisdictional Hazard Mitigation Plan Update | *RECOMMEND COUNTY BOARD APPROVAL of the Request to Adopt the Champaign County Multi-Jurisdictional Hazard Mitigation Plan Update |

Champaign County strives to provide an environment welcoming to all persons regardless of disabilities, race, gender, or religion. Please call 217-384-3776 to request special accommodations at least 2 business days in advance.

CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE (ELUC)
Action Report

June 4, 2015

Page 2

- | | | |
|-------|---|--|
| X. | Monthly Reports A. July 2015 | Accepted and placed on file |
| XI. | Other Business | Ms. Petrie asked for updates in regards to a proposed burn ordinance and the Wilbur Heights project |
| XII. | Chair's Report | None |
| XIII. | Semi-Annual Review of Closed Session Minutes | Approval of recommendation to release no closed minutes sessions under the parameters set forth in Resolution 7969 |
| XIV. | Designation of Items to be Placed on Consent Agenda | IX. A |
| XV. | Adjournment | 7:35 p.m. |

Committee Meeting is broadcast on Comcast Public Access and at
<http://www.ustream.tv/channel/champco1776>

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**CHAMPAIGN COUNTY BOARD
HIGHWAY & TRANSPORTATION COMMITTEE**
Summary of Action Taken at the September 4, 2015 Meeting

MEMBERS PRESENT: Lorraine Cowart (Chair), Chris Alix, Lloyd Carter, John Jay, Jim McGuire, Max Mitchell, Diane Michaels
MEMBERS ABSENT: Shana Harrison

| <u>Agenda Item</u> | <u>Action Taken</u> |
|--|---|
| I. Call to Order | 9:05 a.m. |
| II. Roll Call | 7 Committee members present, 1 Committee member absent |
| III. Approval of Agenda/Addenda | Approved |
| IV. Approval of Minutes – Committee meeting August 7, 2015 | Approved |
| V. Public Participation | None |
| VI. Communications | None |
| VII. County & Township Motor Fuel Tax Claims - August 2015 | Received and placed on file |
| VIII. Petition Requesting and Resolution Approving Appropriation of Funds From the County Bridge Fund Pursuant to 605 ILCS 5/5-501 – Colfax Township | *RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving Appropriation of Funds From the County Bridge Fund Pursuant to 605 ILCS 5/5-501 – Colfax Township |
| IX. Petition Requesting and Resolution Approving Appropriation of Funds From the County Bridge Fund Pursuant to 605 ILCS 5/5-501 – Condit Township | *RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving Appropriation of Funds From the County Bridge Fund Pursuant to 605 ILCS 5/5-501 – Condit Township |
| X. MFT Distribution | Information and Discussion |
| XI. CR 16 Bridge-to be Posted 15 Ton | Information Only |
| XII. Change Date of Next Highway Committee Meeting to October 2, 2015 | Approved |
| XIII. Other Business | None |
| XIV. Chair’s Report | None |
| XV. Designation of Items to be Placed on the Consent Agenda | VIII, IX and XII are to be placed on the consent agenda |
| XVI. Semi-Annual Review of Closed Session Minutes | None to review |
| XVII. Adjournment | 9:37 am |

*Denotes Inclusion on the Consent Agenda

COMMITTEE OF THE WHOLE
 Finance/ Policy, Personnel, & Appointments/Justice & Social Services
 County of Champaign, Urbana, Illinois
 Summary of Action Taken Tuesday, September 8, 2015

| <u>Item</u> | <u>Action</u> |
|--|--|
| I. <u>Call To Order</u> | 6:30 p.m. |
| II. <u>Roll Call</u> | 20 members present |
| III. <u>Approval of Agenda/Addenda</u> | Approved |
| IV. <u>Public Participation</u> | Stan Jenkins, Clark Bullard, Stuart Levy, Mayor Feinen, Steve Carter |
| V. <u>Communications</u> | Harrison |
| VI. <u>Policy, Personnel, & Appointments</u> | |
| A. <u>Mahomet Aquifer/Clinton Landfill Coalition</u> | |
| 1. Recommend Approval of Clinton Landfill Consent Decree | Item Deferred Until October 2015 Committee of the Whole meeting |
| B. <u>Appointments</u> | |
| 1. Craw Cemetery – 1 Unexpired Term Ending 6/30/2018 | |
| • James Gady | |
| 2. Acceptance of Resignation of Supervisor of Assessments | Information only |
| 3. Appointment of Interim Supervisor of Assessments | *RECOMMEND COUNTY BOARD APPROVAL of a Resolution Appointing Joseph Meents as the Interim Supervisor of Assessments |
| C. <u>County Clerk</u> | |
| 1. August 2015 Report | Received and placed on file |
| D. <u>Rural Transit Policies & Agreements</u> | |
| 1. Procurement Policy for Champaign County Rural Transportation | *RECOMMEND COUNTY BOARD APPROVAL of a Resolution Approving the Procurement Policy for Champaign County Rural Transportation |
| 2. Intergovernmental Agreement Between the County of Champaign & CUMTD | *RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing an Intergovernmental Agreement Between County of Champaign & CUMTD |

- | | |
|---|--|
| 3. Vehicle Lease Agreement Between the County of Champaign & CUMTD | *RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing a Vehicle Lease Agreement Between the County of Champaign & CUMTD |
| | |
| E. <u>County Administrator</u> | |
| 1. Administrative Services August 2015 Report | Received and placed on file |
| 2. Recommendation for Employee Health Insurance & Related Benefit Plans | *RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Employee Health Insurance & Related Benefits for FY2016 |
| | |
| F. <u>Other Business</u> | |
| 1. Semi-Annual Review of Closed Session Minutes | Closed Session Minutes to Remain Closed Pursuant to Resolution No. 7969 Establishing Procedures for Semi-Annual Review of Closed Session Minutes |
| | |
| G. <u>Chair's Report</u> | |
| 1. Strategic Plan | RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing the Strategic Plan |
| | |
| H. <u>Designation of Items to be Placed on the Consent Agenda</u> | B1; B3; D1-3; E2 |
| | |
| VII. <u>Justice & Social Services</u> | |
| A. <u>ACCESS Initiative Presentation by Tracy Parsons</u> | |
| | Information only |
| | |
| B. <u>Reentry Program Quarterly Report</u> | |
| | Received and placed on file |
| | |
| C. <u>Monthly Reports</u> – | |
| 1. Animal Control – July 2015 | All reports received and placed on file |
| 2. Emergency Management Agency – August 2015 | |
| 3. Head Start – July 2015 | |
| 4. Probation & Court Services – July 2015 | |
| 5. Public Defender – July 2015 | |
| 6. Veterans' Assistance Commission – July 2015 | |
| | |
| D. <u>Other Business</u> | |
| 1. Semi-Annual Review of Closed Session Minutes | Closed Session Minutes to Remain Closed Pursuant to Resolution No. 7969 Establishing Procedures for Semi- |

| | |
|--|---|
| | Annual Review of Closed Session Minutes |
| E. <u>Chair's Report</u> | None |
| VIII. <u>Finance</u> | |
| A. <u>Treasurer</u> | |
| 1. Monthly Report – August 2015 | Received and placed on file |
| 2. Resolution Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel No. 30-054-0009 | <i>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel No. 30-054-0009</i> |
| 3. Resolution Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel No. 29-050-0040 | <i>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing the Cancellation of the Appropriate Certificate of Purchase on a Mobile Home, Permanent Parcel No. 29-050-0040</i> |
| B. <u>Auditor</u> | |
| 1. Monthly Report – August 2015 | Received and placed on file |
| C. <u>Nursing Home</u> | |
| 1. Updated Report on FY2016 Budget | |
| 2. Resolution Approving Nursing Home Rates for 2016 | RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing 2016 Champaign County Nursing Home Rates |
| D. <u>Budget Amendments/Transfers</u> | |
| 1. Budget Amendment 15-00038 Fund/Dept. 850 Geographic Information System Joint Venture-111 GIS Consortium Increased Appropriations: \$5,812 Increased Revenue: None: from Fund Balance Reason: Fiscal Year 2014 Expenditures that were Accrued to Fiscal Year 2015 Due to Late Payment. | <i>*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Authorizing Budget Amendments 15-00038, 15-00039, 15-00040, 15-00041, 15-00042, and 15-00043</i> |
| 2. Budget Amendment 15-00039 Fund/Dept. 080 General Corporate-026 Treasurer Increased Appropriations: \$3,929 | |

Increased Revenue: \$3,929
Reason: Dept. of Revenue did not Pay Full
Treasurer Stipend in 2009 and 2010. Treasurer
Association Sued State for difference in 2010.
Treasurer Prevailed in Court Case No. 10-MR-
718 3/17/15

3. Budget Amendment 15-00040
Fund/Dept. 633 States Attorney Records
Automation-041 States Attorney
Increased Appropriations: \$5,000
Increased Revenue: None: from Fund Balance
Reason: for Purchase of High-Volume Scanner

4. Budget Amendment 15-00041
Fund/Dept. 080 General Corporate-077 Zoning &
Enforcement
Increased Appropriations: \$3,000
Increased Revenue: None: from Fund Balance
Reason: To cover the cost for a Second
Engineering Inspection for Demolition Project

5. Budget Amendment 15-00042
Fund/Dept. 080 General Corporate-077 Zoning &
Enforcement
Increased Appropriations: \$28,200
Increased Revenue: None: from Fund Balance
Reason: Increase in Appropriation to Cover the
Cost for Property
Demolition Project at 1101 Carrol Avenue,
Urbana, IL The Actual Cost
Is Expected to be Less

6. Budget Amendment 15-00043
Fund/Dept. 083 Highway-060 Highway
Increased Appropriations: \$25,000
Increased Revenue: \$25,000
Reason: Per Resolution 9312, for Preliminary
Engineering for
15-03439-00-SP. Champaign County Will Pay
Engineering Fees and
Bill Champaign Township and Hensley Township

E. Animal Control

1. Request Approval of An Intergovernmental

***RECOMMEND COUNTY BOARD**

Agreement for Animal Impoundment Services for the City of Monticello ***APPROVAL of a Resolution Authorizing An Intergovernmental Agreement for Animal Impoundment Services for the City of Monticello***

F. County Clerk

1. Request Approval of Illinois State Board of Elections Acceptance Agreement for Voting Access for Individuals with Disabilities Grant – VAID VI ****RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Acceptance Agreement for Voting Access for Individuals with Disabilities Grant – VAID VI***

G. County Administrator

1. FY 2015 General Corporate Fund Budget Projection Report *(to be distributed)* Received and placed on file
2. FY 2015 General Corporate Fund Budget Change Report *(to be distributed)* Received and placed on file
3. Recommendation for Non-Bargaining Employee Health Insurance Contributions ****RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Non-Bargaining Employee Health Insurance Contributions***
4. FY2016 Non-Bargaining Salary Administration Recommendation ****RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing FY2016 Non-Bargaining Salary Administration Plan***
5. FY2016 Budget Decision Points:
 - a. Decision Points Document
 - b. Proposed Levy Rate Chart
 - c. General Corporate Fund Consolidated Budget
 - d. Summary of Optimal Operations Planning Documents
6. Request Approval for Contract with Bellwether, LLC for Court Security Fee Review ****RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Contract with Bellwether, LLC for Court Security Fee Review***
7. Request Approval of Award of Contract to Clifton Larson Allen for Financial Auditing Services for Champaign County ****RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Contract with Clifton Larson Allen for Financial Auditing Services for Champaign County***

Committee of the Whole
Finance; Policy, Personnel, & Appointments; Justice & Social Services
Summary of Action Taken September 8, 2015
Page 6

- | | |
|---|--|
| H. <u>Other Business</u> | |
| 1. Semi-Annual Review of Closed Session Minutes | Closed Session Minutes to Remain Closed Pursuant to Resolution No. 7969 Establishing Procedures for Semi-Annual Review of Closed Session Minutes |
| I. <u>Chair's Report</u> | None |
| J. <u>Designation of Items to be Placed on the Consent Agenda</u> | A2-3;C2; D1-6; E1; F1; G3- |
| K. <u>Closed Session pursuant to 5 ILCS 120/2(c)1 to consider employment and compensation of specific employees of Champaign County and pursuant to 5 ILCS 120/2(c)2 to consider collective negotiating matters between Champaign County and its employees and their representatives.</u> | Approved |
| IX. <u>Other Business</u> | None |
| X. <u>Adjournment</u> | 11:00 p.m. |

RESOLUTION NO. 9377

PAYMENT OF CLAIMS AUTHORIZATION

September, 2015

FY 2015

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$6,627,768.01 including warrants 529014 through 530289; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that payment of the claims totaling \$6,627,768.01 including warrants 529014 through 530289 is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September, A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO. 9378

PURCHASES NOT FOLLOWING PURCHASING POLICY

September 2015

FY2015

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 September 17, 2015 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

FOR COUNTY BOARD APPROVAL
9/17/15

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

| DEPARTMENT | APPROPRIATION # | VR#/PO# | VR/PO DATE | DESCRIPTION | VENDOR | AMOUNT |
|---|-----------------|-------------|------------|--------------------------------|--------------------------|-----------|
| CREDIT CARD PURCHASES PAID WITHOUT RECEIPT | | | | | | |
| ** Cir Clk Operation & Admn | 630-030-522.44 | VR#630-030 | 08/25/15 | Best Buy 7/30 | Visa Cardmember Services | \$ 24.99 |
| FY2014 PURCHASES PAID IN FY2015 | | | | | | |
| ** Regional Planning Comm | 075-894-533.92 | VR#029-1505 | 09/01/15 | Senior repair 11/4/14 | Illini Home Improvements | \$ 175.00 |
| ** Early Childhood Fund | 104-647-533.07 | VR#104-1343 | 08/20/15 | Fingerprinting service 6/30/14 | Accurate Biometrics | \$ 120.00 |
| ** Correctional Center | 080-140-522.93 | VR#140-432 | 08/05/15 | Dog food 4/19-12/22/14 | Prairieland Feeds | \$ 89.50 |
| ** Correctional Center | 080-140-522.12 | VR#140-486 | 08/26/15 | Inmate pharmacy 7/15-12/14/14 | Walgreen Company | \$ 337.60 |

***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. 9379

RESOLUTION REGARDING CHARGES FOR SERVICES AT THE CHAMPAIGN COUNTY NURSING HOME

WHEREAS, the basic charge established January 1, 2015 is not adequate to cover increased costs of operation for Champaign County Nursing Home; and

WHEREAS, the Champaign County Nursing Home Operating Board has duly noted and studied the impact upon the services provided and has determined that to continue to maintain the services now provided the following rate structure be established:

| | |
|---------------------------------------|--|
| Skilled Nursing Care - Units 1, 2, &3 | \$193.00 per day |
| Dementia Care, Advanced | \$239.00 per day |
| Private Suite Premium | \$46.50 per day |
| Nursing Home Transportation | \$37.00 + mileage @ \$0.52 per mile round trip |
| Adult Day Services | \$82.00 per day |
| Adult Day Services ½ Day | \$54.50 per day |
| Adult Day Transportation | \$11.10 each way |

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. All residents of Champaign County Nursing Home shall be charged the basic rate according to placement in the building and services received to become effective January 1, 2016.

Section 2. Third party payors will be billed for covered services with residents or their responsible party or/and their guardian being billed for the Medicare deductible and coinsurance. Separate charges shall be billed for all special therapy services provided.

Section 3. Separate charges shall be billed for Beauty and Barber Shop services provided.

Section 4. Separate charges shall be billed for medical and personal supplies as provided to the resident.

Section 5. The Champaign County Nursing Home Operating Board recommends that the Champaign County Board approve the rates.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September 2015.

Patti Petrie, Chair
Champaign County Board

ATTEST:

Gordy Hulten Champaign County Clerk and
Ex-Officio Clerk of the County Board

RESOLUTION NO. 9380

RESOLUTION APPROVING the CHAMPAIGN COUNTY STRATEGIC PLAN 2015 UPDATE

WHEREAS, the Champaign County Board has developed a County Board Strategic Plan, most recently updated in 2012, to document and enhance planning initiatives; and

WHEREAS, in 2014-2015 a Strategic Planning Subcommittee was appointed to review and update the County Board's Strategic Plan; and

WHEREAS, after receiving input from all County Board Members, the Strategic Planning Subcommittee has documented and presented the Champaign County Strategic Plan 2015 Update to the Policy, Personnel and Appointments Committee; and

WHEREAS, the Policy, Personnel and Appointments Committee of the Whole recommends approval of the Champaign County Strategic Plan as documented in Attachment A to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the County board of Champaign County, Illinois, that the Champaign County Strategic Plan 2015 Update as documented in Attachment A to this Resolution shall be and hereby is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Patti Petrie, Chair
Champaign County Board

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

ATTACHMENT A – RESOLUTION NO. 9380

VALUES

Diversity
Teamwork
Responsibility to the Public
Justice
Quality of Life

VISION

Our vision is to be a recognized leader in local government where every official and employee has a personal devotion to excellence in public service and embraces the highest standards of ethics and integrity to serve the citizens of Champaign County.

MISSION

The Champaign County Board is committed to the citizens of Champaign County by providing services in a cost-effective and responsible manner; which services are required by state and federal mandates, and additional services as prioritized by the County Board in response to local and community priorities.

DEFINING OUR VALUES

DIVERSITY

- Appreciation of the diverse culture within our community
- Strive for a workforce reflective of the community
- Equal and inclusive access to services and programs

TEAMWORK

- Intra-governmental cooperation
- Inter-governmental cooperation
- Legislative advocacy
- Collaboration to achieve goals
- Civility and cooperation among the County Board

RESPONSIBILITY TO THE PUBLIC

- Fiscal solvency
- Transparency
- Efficient and friendly delivery of services
- Ethical behavior
- Adaptive thinking
- Long-term planning

ATTACHMENT A – RESOLUTION NO. 9380

JUSTICE

- Equal access to civil and criminal justice services
- Place value on public safety and individuals' rights
- Encourage effective communication among public safety/criminal justice system providers
- Prevention of recidivism
- Manage safe and secure detention facilities

QUALITY OF LIFE

- Value broad range of quality education
- Manage and encourage delivery of quality and effective health care services
- Effectively manage real estate tax cycle
- Support of local business community
- Promote effective economic development
- Management of natural resources
- Provide transportation options and safe, long-lasting infrastructure

GOALS

GOAL 1 – Champaign County is committed to being a High Performing, Open, and Transparent Local Government Organization

County Board Initiatives:

- Develop strategies for declining state support
- Replace the County's financial software system
- Move commodity information technology systems to cloud services to allow IT staff to focus on County systems, buying services when appropriate
- Develop a the list of core, mandated services provided by the County
- Develop strategies for retention and continuity in county leadership roles and specifically the County Administrator

GOAL 2 – Champaign County Maintains High Quality Public Facilities and Highways and Provides a Safe Rural Transportation System and Infrastructure

County Board Initiatives:

- Complete an assessment of County facilities
- Develop a long range facilities master plan
- Address the immediate needs of County facilities and particularly ADA requirements
- Explore alternative sources of revenue for facilities maintenance and new facilities

GOAL 3 – Champaign County Promotes a Safe, Just, and Healthy Community

ATTACHMENT A – RESOLUTION NO. 9380

County Board Initiatives:

- Address the sustainability and viability of the Champaign County Nursing with a long term strategy
- Work with local partners in the establishment of an adult assessment center
- Establish a system of review for County ordinances, resolutions, and plans, such as disaster plans
- Establish a review of County departments, boards, and commissions to ensure they meet and respond to current needs

GOAL 4 – Champaign County is a County that Supports Balanced, Planned Growth to Balance Economic Growth with Preservation of Our Natural Resources

County Board Initiatives:

- Ensure that all new programs have a model that sustains them past startup
- Seek more intergovernmental cooperation in planning in land use and fringe areas
- Develop energy reduction plans for both conservation and cost savings

RESOLUTION NO. 9401

BUDGET AMENDMENT

September 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00047

Fund: 614 Recorder's Automation
Dept. 023 Recorder

| <u>ACCOUNT DESCRIPTION</u> | <u>AMOUNT</u> |
|------------------------------|----------------|
| Increased Appropriations: | |
| 533.07 Professional Services | \$50,000 |
| | Total \$50,000 |
| Increased Revenue: | |
| None: from Fund Balance | \$0 |
| | Total \$0 |

REASON: to Cover Additional Costs of Rebinding Books and the Shelves to Store Them. This amount was Scheduled to be Paid out of Next Year But the Books Were Finished Sooner than Originally Planned. I Also Had Money Set Aside Which the Auditor Made Me Pay Off a Lease which Used a Considerable Amount

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 17th day of September A.D. 2015.

Pattsi Petrie, Chair
Champaign County Board

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

FUND 614 RECORDER'S AUTOMATION FND DEPARTMENT 023 RECORDER

INCREASED APPROPRIATIONS:

| ACCT. NUMBER & TITLE | BEGINNING BUDGET AS OF 12/1 | CURRENT BUDGET | BUDGET IF REQUEST IS APPROVED | INCREASE (DECREASE) REQUESTED |
|--------------------------------------|-----------------------------|----------------|-------------------------------|-------------------------------|
| 614-023-533.07 PROFESSIONAL SERVICES | 40,000 | 65,000 | 115,000 | 50,000 |
| TOTALS | 40,000 | 65,000 | 115,000 | 50,000 |

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: THIS IS TO COVER ADDITIONAL COSTS OF REBINDING BOOKS AND THE SHELVES TO STORE THEM. THIS AMOUNT WAS SCHEDULED TO BE PAID OUT NEXT YEAR BUT THE BOOKS WERE FINISHED SOONER THAN ORIGINALLY PLANNED. I ALSO HAD MONEY SET ASIDE WHICH THE AUDITOR MADE ME PAY OFF A LEASE WHICH USED A CONSIDERABLE AMOUNT

DATE SUBMITTED: 9/10/2015 AUTHORIZED SIGNATURE: *[Signature]* PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE: DATE:

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

Bill To:
 Champaign County
 Barbara Frasca - County Recorder
 1776 E. Washington
 Urbana, IL 61802

Ship To:
 Champaign County
 Barbara Frasca - County Re
 1776 E. Washington
 Urbana, IL 61802

| Customer # | Order Number | Customer PO | Payment Terms |
|-------------|--------------|-------------|---------------|
| ILCHAMPAIGN | 15000010 | | Net 30 Days |

| Quantity | Item No. | Description | Unit Price |
|----------|----------|--|-------------|
| 1.0000 | 20020 | 23 Books Index to Deeds / Grantor A - Thru - XYZ | 35,154.0000 |

Subtotal: :
Freight: :
Sales tax: :
Total Invoice Amount :



Bill To:

Champaign County
 Barbara Frasca - County Recorder
 1776 E. Washington
 Urbana, IL 61802

Ship To:

Champaign County
 Barbara Frasca - County Rec
 1776 E. Washington
 Urbana, IL 61802

| Customer # | Order Number | Customer PO | Payment Terms | |
|-------------|--------------|-------------|---------------|----------|
| ILCHAMPAIGN | 1500012 | | Net 30 Days | 150 RICK |

| Quantity | Item No. | Description | Unit Price |
|----------|----------|-------------------------------|------------|
| 1.0000 | 10040 | 2 Special Width 217 Starters | 5,936.4000 |
| 1.0000 | 10040 | 2 Special Width 217 A Annexes | 5,554.3300 |
| 1.0000 | 10040 | 2 Pair 244 Finished Ends | 722.7000 |



Subtotal:
Freight:
Sales tax:
Total Invoice Amount