

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois
Thursday, April 20, 2017 – 6:30 p.m.

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

Agenda Items

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- I. Call To Order
- II. *Roll Call
- III. Prayer & Pledge of Allegiance
- IV. Read Notice of Meeting
- V. Approval of Agenda/Addenda
- VI. Adoption of Resolution No. 9898 Appointing Brooks Marsh as a County Board Member in District 1 to Fill John Jay's Unexpired Term Ending November 30, 2018 1
- VII. Administration of Oath of Office to County Board Member Brooks Marsh by County Clerk
- VIII. Date/Time of Next Regular Meetings
- Standing Committees:
- A. County Facilities Committee Meeting – Tuesday, May 2, 2017 @ 6:30 p.m.
*Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington Street, Urbana*
- B. Environment & Land Use Committee Meeting – Thursday, May 4, 2017 @ 6:30 p.m.
*Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington Street, Urbana*
- C. Highway & Transportation Committee Meeting – Friday, May 5, 2017 @ 9:00 a.m.
Fleet Maintenance Facility, 1605 E. Main, Urbana
- Committee of the Whole
- A. Justice & Social Services; Policy, Personnel, & Appointments; Finance
Tuesday, May 9, 2017 @ 6:30 p.m.
*Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington Street, Urbana*
- County Board:
- A. Regular Meeting-Thursday, May 18, 2017 @ 6:30 p.m.
*Lyle Shields Meeting Room, Brookens Administrative Center
1776 E. Washington Street, Urbana*
- IX. Public Participation
- X. *Consent Agenda 2-60
- XI. Communications
- XII. Five-Year Financial Forecast for General Corporate & Public Safety Sales Tax Funds 61-73

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XVI. Other Business

- A. Adoption of Resolution No. 9901 Honoring Retired County Board Member John Jay

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XVII. Adjourn

*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.

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. 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, April 20, 2017 - 6:30 p.m.

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

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RESOLUTION NO. 9898

**A RESOLUTION APPOINTING BROOKS MARSH AS A COUNTY BOARD MEMBER
IN DISTRICT 1 TO FILL JOHN JAY'S UNEXPIRED TERM
ENDING NOVEMBER 30, 2018**

WHEREAS, John Jay, a County Board Member in District 1 for Champaign County, submitted his resignation from that office effective February 23, 2017; and

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

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

WHEREAS, Pursuant to a recommendation from the Republican Central Committee, the County Board Chair recommends the appointment of Brooks Marsh to fill the unexpired term of County Board Member in District 1 ending on November 30, 2018; and

WHEREAS, the County Board Chair also recommends the appointment of Brooks Marsh to serve as a member of the Environment & Land Use Committee replacing Jon Rector; and

WHEREAS, the County Board Chair also recommends the appointment of Brooks Marsh to serve as a member of the Litigation Committee replacing John Jay; and

NOW, THEREFORE BE IT RESOLVED By the County Board of Champaign County that the appointment of Brooks Marsh to fill the unexpired term ending November 30, 2018 of Champaign County Board Member District 1, as well as appointment as a member of the Environment & Land Use Committee and the Litigation Committee is hereby approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

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

RESOLUTION NO. 9925

**RESOLUTION APPROVING LEASE BETWEEN THE COUNTY OF CHAMPAIGN AND
THE CHAMPAIGN COUNTY MENTAL HEALTH BOARD and CHAMPAIGN COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

WHEREAS, the County of Champaign currently leases space at Brookens Administrative Center, 1776 E. Washington Avenue, Urbana, Illinois to the Champaign County Mental Health Board (CCMHB) and Champaign County Developmental Disabilities Board (CCDDB); and

WHEREAS, CCMHB and CCDDB which are funded through Champaign County property taxes provide essential community services to assist Champaign County residents with developmental disabilities, mental health and substance abuse treatment needs; and

WHEREAS, the current lease for CCMHB expired on March 31, 2017; and

WHEREAS, Champaign County Facilities Committee recommended the approval of the two-year lease agreement from April 1, 2017 to March 31, 2019 between Champaign County and Champaign County Mental Health Board/ Champaign County Developmental Disabilities Board at their March 22, 2017 meeting; and

NOW, THEREFORE BE IT RESOLVED, that the Champaign County Board, Champaign County, Illinois, authorizes the County Board Chair to execute the two-year lease agreement from April 1, 2017 to March 31, 2019 between Champaign County and the Champaign County Mental Health Board/ Champaign County Developmental Disabilities Board as documented in "Exhibit A".

PRESENTED, PASSED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

SIGNED:

ATTEST:

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

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

**EXHIBIT A
LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN
AND THE CHAMPAIGN COUNTY MENTAL HEALTH BOARD & DEVELOPMENTAL DISABILITIES
BOARD**

THIS LEASE AGREEMENT is and entered into this first day of April, 2017, by and between the County of Champaign (hereinafter referred to as "Landlord") and the Champaign County Board Mental Health Board and Developmental Disabilities Board (hereinafter referred to as "Tenant").

ARTICLE I

Premises

Landlord does hereby lease to Tenant office space located in Rooms 260-269 of Pod 200 of the Champaign County Brookens Administrative Center, which is located at 1776 East Washington Street, Urbana, Illinois. The Tenant will lease 1,744 square feet of office space during the period of April 1, 2017 – March 31, 2019. The office space leased is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A".

ARTICLE II

Term

This lease shall be for a two-year period commencing on April 1, 2017 and ending on March 31, 2019. The Tenant is required to give the Landlord notice at least ninety (90) days prior to the end of each lease period if the Tenant does not wish to renew the lease. Landlord shall give Tenant written notice of the availability of other space in the Brookens Administrative Center as it becomes available, and shall give Tenant the first option to renew that available space, which said option must be exercised by the Tenant within ninety (90) days of the written notice of availability.

ARTICLE III

Rent

Rent for said premises shall be at the following rates:

- a) From April 1, 2017 to March 31, 2018 – The rent for this term shall be \$20,875.68 annually (\$11.97 x 1,744 sq ft) with a monthly payment of \$1,739.64 due on the first day of each calendar month.**
- b) From April 1, 2018 to March 31, 2019 - Rent as charged April 1, 2017 to March 31, 2018 plus CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2018, to determine the maximum extension under the Property Tax Extension Limitation Law), except if the CPI is negative, then the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.**

ARTICLE IV

Utilities

At no additional cost to Tenant, Landlord shall provide electric current, plumbing, and heat and air conditioning, during the appropriate seasons. Landlord shall not be liable for failure to furnish or for suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance, or any cause or reason whatsoever beyond the control of the Landlord.

ARTICLE V

Use of Premises

- a) Tenant shall use and occupy the leased premises as a business office for the Champaign County Mental Health Board & Developmental Disabilities Board and the Champaign County Mental Health Board Access Initiative Project and for no other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the leased premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.
- b) Tenant shall commit no act of waste and shall take good care of the leased Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the leased premises, conform to all laws, orders, and regulations of the federal, state, and municipal or local governments or any of their departments. Tenant further agrees to save Landlord harmless from all fines, penalties, and costs for violations of or non-compliance with the same.
- c) Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the leased premises beyond that made known to Landlord at the time of execution of this lease.
- d) Tenant shall not use any equipment or engage in any activity on the leased premises which shall cause an increase in the insurance rate of the Brookens Administrative Center or which shall create or cause undue expense to Landlord for maintenance and/or utilities.
- e) At the expiration or other termination of this lease, Tenant shall surrender and deliver the leased premises in as good a condition as when Tenant first received possession of the leased premises, ordinary wear and tear, and damage by the elements, fire, and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety (90) days of the commencement of this lease written notice specifying what parts, if any, of the leased premises are not in good order.

ARTICLE VI

Subletting and Assignment

Tenant shall not, without first obtaining the written consent of Landlord, assign, mortgage, pledge, or encumber this lease, or sublet the leased premises or any part thereof.

ARTICLE VII

Alterations

- a) Tenant will not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the leased premises or any part thereof, without the prior written approval of Landlord of the design, plans and specifications therefore, which approval shall not unreasonable be withheld. Tenant shall keep the leased premises and the building and grounds of which it is a part free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including mechanic's liens.
- b) It is distinctly understood that all alterations, installations, changes, replacement, additions, or improvements upon the leased premises made by the Tenant pursuant to (a) herein, shall at the election of Landlord, remain upon the leased premises and be surrendered with the leased premises at the expiration of this lease without disturbance or injury. Should Landlord elect that same be removed upon termination of this lease or any extension thereof, Tenant hereby agrees to cause same to be removed at the sole cost and expense of Tenant. Should Tenant fail to remove same, then Landlord may cause same to be removed, and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages that Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.
- c) Maintenance and repair of any items installed pursuant hereto shall be the sole responsibility of Tenant, and Landlord shall have no obligation in connection therewith.
- d) Tenant shall promptly repair any and all damage caused to the leased premises or to the building and grounds of which the leased premises are a part occasioned by the installation or removal of any alteration made pursuant hereto.

ARTICLE VIII

Parking

- a) At no additional cost to Tenant, Tenant's employees may park in the rear parking lot, located at the northern and northeastern portion of the property. Parking spaces shall be available on first-come-first-served basis.
- b) Tenant's temporary business guests and visitors will be permitted to use the visitors' reserved parking spaces available off Washington Avenue and in the northeast parking

lot off of Lierman Avenue. Parking spaces shall be available on a first-come-first-served basis.

ARTICLE IX

Signs, Notices, Advertisements, Etc.

- a) Landlord shall place a sign with Tenant's name on the exterior of the building of which the leased premises is a part.
- b) Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds, or the exterior or interior of the building of which the leased premises is a part, except on the doors of leased premises and only in a size, color and style approved by Landlord.

ARTICLE X

Services

At no additional cost, Landlord agrees to furnish custodial services that are customary in the building of which the leased premises are a part. Landlord shall furnish adequate lavatory supplies and normal and usual maintenance, Mondays through Fridays, except that, during weeks having a legal holiday during the normal work week, such services shall not be available on such holidays.

ARTICLE XI

Damage to Premises

If, without the fault of Tenant, the leased premises is damaged by fire or other casualty to such extent that the leased premises is totally destroyed or if the damage occurs during the last six (6) months of the term of this lease, this lease shall cease and rent shall be apportioned to the time of the damage. In all other cases when the leased premises is damaged by fire or other casualty, without the fault of Tenant, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the leased premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. However, should the leased premises not be restored to tenantable condition within three (3) months from the date of said damage, then Tenant may, at is option, cancel and terminate this lease in its entirety. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond Landlord's control. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent.

No compensation, claim, or diminution of rent shall be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the leased premises or any portion of the building of which it is a part, however, the necessity may occur.

Landlord shall not be liable for damages for, nor shall this lease be affected by, conditions arising or resulting from construction on contiguous premises which may affect the building of which the leased premises is a part.

ARTICLE XII

Access

Landlord, its agents and employees, shall have the right to enter the leased premises at all reasonable hours and necessary times to inspect the premises and to make necessary repairs and improvements to the premises and the building in which the premises is located.

ARTICLE XIII

Landlord's Remedies on Default

If Tenant defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions of this lease agreement, Landlord may give Tenant notice of the default. If Tenant does not cure any rent default within fifteen (15) days, or other default within twenty-one (21) days, after the giving of the notice, or if such other default is of such nature that it cannot be completely cured within such period, and Tenant does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Landlord may terminate this lease on not less fifteen (15) days' notice to Tenant. On the date specified in the notice, the term of this lease will terminate and Tenant will then quit and surrender the premises to Landlord, but Tenant will remain liable for any deficiencies in rent or damage to the property. If this lease is so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and its or their effects.

ARTICLE XIV

Cumulative Remedies and Waiver

The specified remedies to which Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this lease. The failure of Landlord to insist on strict performance of any covenant or condition of this lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by Landlord of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

ARTICLE XV

Partial Invalidity

Should any provision of this lease be or become invalid or unenforceable, the remaining provisions shall be and continue to be fully effective.

ARTICLE XVI

Successors

All of the terms and provisions of this lease shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successors, and assigns of Landlord and Tenant.

ARTICLE XVII

Notices and Payments

All rent or other payments under this lease shall be paid to Landlord at Champaign County Treasurer's Office, 1776 East Washington Street, Urbana, Illinois, 61802, or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord addressed to Champaign County Administrator/Facilities & Procurement, 1776 East Washington Street, Urbana, Illinois 61802. All notices to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to Champaign County Mental Health Board, 1776 East Washington Street, Urbana, Illinois 61802.

ARTICLE XVIII

Governing Law

This lease shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois.

ARTICLE XIX

Titles

All titles, captions, and headings contained in this lease are for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

ARTICLE XX

Entire Agreement

The terms of this lease constitute the whole and entire agreement between the parties and supersede any and all prior understandings, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.

ARTICLE XXI

Amendment

No amendment to this lease shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.

Landlord:

COUNTY OF CHAMPAIGN, ILLINOIS

By: _____ Date: _____
C. Pius Weibel, Chair
Champaign County Board

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

Tenant:

CHAMPAIGN COUNTY DEVELOPMENTAL DISABILITIES BOARD

By: [Signature] Date: 3/22/17

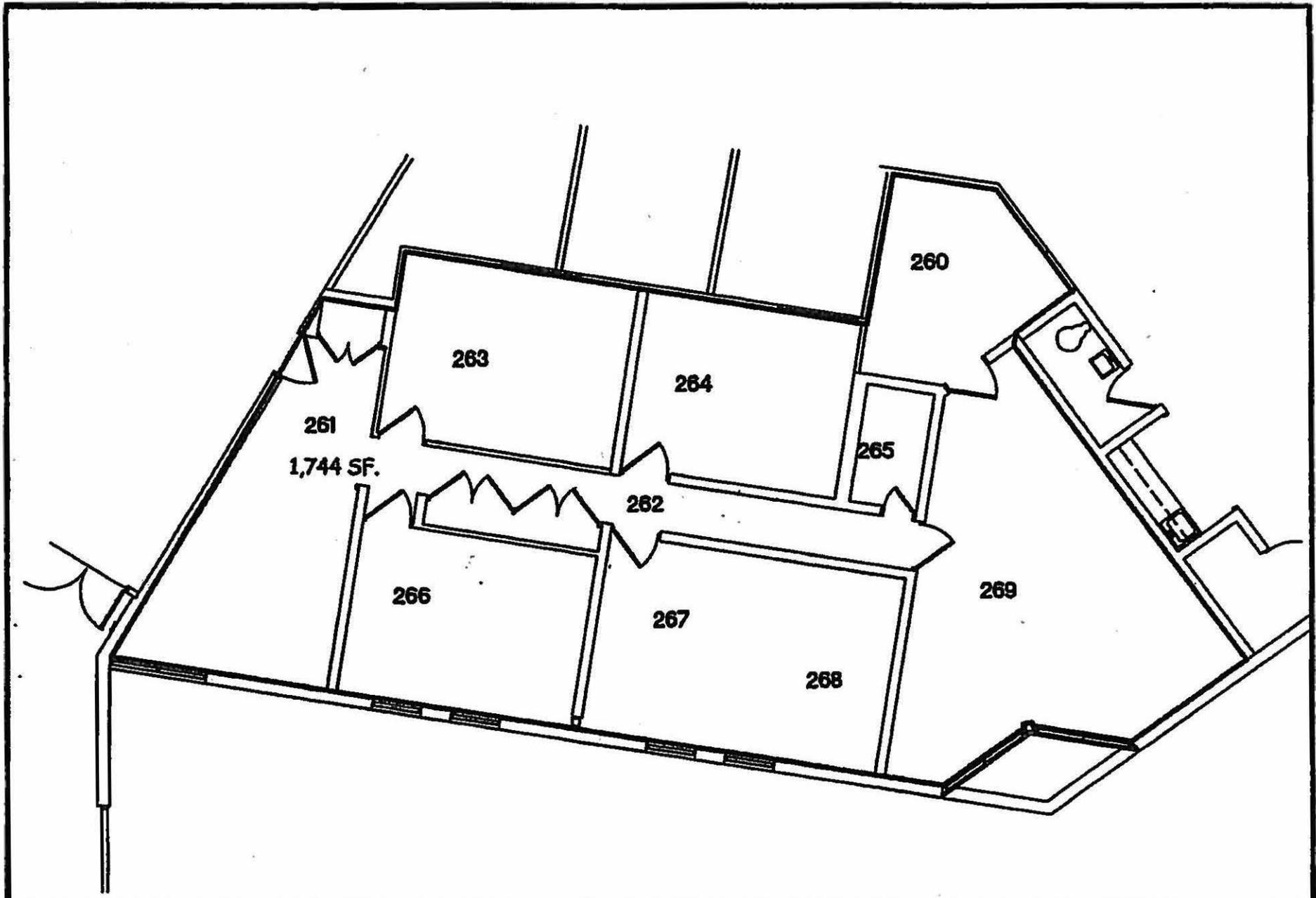
ATTEST: [Signature]

Tenant:

CHAMPAIGN COUNTY MENTAL HEALTH BOARD

By: [Signature] Date: 3/22/17

ATTEST: [Signature]



**CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES
 PHYSICAL PLANT DIVISION
 1776 E. WASHINGTON, URBANA, IL**

**Mental Health Board &
 Developmental Disabilities
 Board**

POD 200

Not To Scale

DATE: 5-2013

Exhibit A

RESOLUTION NO. 9928

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN CHAMPAIGN COUNTY, ILLINOIS, AND WILL COUNTY, ILLINOIS

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State; and

WHEREAS, WILL COUNTY and CHAMPAIGN COUNTY have authority to conduct electronics recycling operations as specified under the Electronic Products Recycling and Reuse Act, 450 ILCS 150/1 *et seq.*, and other statutes referenced therein; and

WHEREAS, the Electronic Products Recycling and Reuse Act, 450 ILCS 150/1 *et seq.*, prohibits the disposal of certain types of electronic devices in landfills; and

WHEREAS, CHAMPAIGN COUNTY has agreed to host two one-day collection events during 2017 for residential electronics recycling, with a limit of two televisions per household; and

WHEREAS, CHAMPAIGN COUNTY has agreed to offer an appointment system, controlling the number of participants, thereby making total weight of items to be collected easier to estimate; and

WHEREAS, WILL COUNTY and CHAMPAIGN COUNTY maintain residential electronics recycling and processing contracts with an independent, certified company; and

WHEREAS, WILL COUNTY has a contract with a Manufacturer Funded Electronics Recycler to recycle up to a certain amount, by weight, of residential electronics items; and

WHEREAS, WILL COUNTY has excess capacity under its Manufacturer Funded Electronics Recycler contract and can accommodate within that capacity the total weight of products estimated to be collected at CHAMPAIGN COUNTY's two one-day collection events in 2017; and

WHEREAS, WILL COUNTY seeks to utilize most or all of its capacity under its Manufacturer Funded Electronics Recycler contract, and would benefit from doing so; and

WHEREAS, CHAMPAIGN COUNTY would reduce the costs of its residential electronics recycling operations by sending the items collected at its two one-day collection events to WILL COUNTY's Manufacturer Funded Electronics Recycler;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County Board authorizes the County Board Chair to enter into an Intergovernmental Agreement between Champaign County, Illinois, and Will County, Illinois with regard to two Residential Electronics Collection events scheduled to occur in 2017 in Champaign County.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April, A.D., 2017.

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

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

AN INTERGOVERNMENTAL AGREEMENT
BETWEEN CHAMPAIGN COUNTY, ILLINOIS,
AND WILL COUNTY, ILLINOIS

THIS AGREEMENT is made and entered into by and between CHAMPAIGN COUNTY and WILL COUNTY, hereinafter collectively "the parties," and is effective on the last date signed by a party hereto.

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State; and

WHEREAS, WILL COUNTY and CHAMPAIGN COUNTY have authority to conduct electronics recycling operations as specified under the Electronic Products Recycling and Reuse Act, 450 ILCS 150/1 *et seq.*, and other statutes referenced therein; and

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WHEREAS, WILL COUNTY and CHAMPAIGN COUNTY maintain residential electronics recycling and processing contracts with an independent, certified company; and

WHEREAS, WILL COUNTY has a contract with a Manufacturer Funded Electronics Recycler to recycle up to a certain amount, by weight, of residential electronics items; and

WHEREAS, WILL COUNTY has excess capacity under its Manufacturer Funded Electronics Recycler contract and can accommodate within that capacity the total weight of products estimated to be collected at CHAMPAIGN COUNTY's two one-day collection events in 2017; and

WHEREAS, WILL COUNTY seeks to utilize most or all of its capacity under its Manufacturer Funded Electronics Recycler contract, and would benefit from doing so; and

WHEREAS, CHAMPAIGN COUNTY would reduce the costs of its residential electronics recycling operations by sending the items collected at its two one-day collection events to WILL COUNTY's Manufacturer Funded Electronics Recycler;

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

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the rest of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

APPOINTMENT SYSTEM means use of an online registration system for residents who wish to participate in the planned one-day residential electronics collection event, limiting participants to residents of specific communities that support the **RESIDENTIAL ELECTRONICS** collection events, limiting the number of televisions to two per household, and controlling the number of participants per 15 minute increments, thereby alleviating traffic back-ups and making total weight to be collected easier to estimate.

MANUFACTURER FUNDED ELECTRONICS RECYCLER (“MFER”) means a recycler that has contracted with manufacturers to cover the cost of recycling Illinois **RESIDENTIAL ELECTRONICS**.

RESIDENTIAL ELECTRONICS means electronic devices that are generated from Champaign County households primarily and excludes electronic devices that were used in institutional, governmental or commercial business. Examples of acceptable Residential Electronics include central processing units, monitors, televisions, computer peripherals and home office equipment (monitors, keyboards, fax machines, printers etc.), small home appliances (vacuum cleaners, toasters etc.), consumer electronics (radios, stereos, VCRs, answering machines, telephones, cameras, etc.) as outlined in Exhibit 1. The list of acceptable Residential Electronics shall not be modified without 60 days prior written notice from WILL COUNTY.

SECTION 2. WILL COUNTY Responsibilities:

- A. Maintain at least two agreements with two separate Contractors, including at least one MFER, to collect, sort, pack, process, refurbish and recycle residential electronics.
- B. Allow CHAMPAIGN COUNTY to send or deliver **RESIDENTIAL ELECTRONICS** from CHAMPAIGN COUNTY’s two one-day collection events for 2017, at no charge, to the MFER entity identified by WILL COUNTY.
- C. Report to CHAMPAIGN COUNTY on the total amount, by weight, of **RESIDENTIAL ELECTRONICS** delivered to the WILL COUNTY MFER from each one-day collection, as reported by the MFER.
- D. Take no responsibility for any costs incurred by CHAMPAIGN COUNTY for offering a collection event, nor provide any insurance coverage for such an event.
- E. WILL COUNTY agrees it will not include the amount of electronics collected by CHAMPAIGN COUNTY in WILL COUNTY’s annual IEPA report on **RESIDENTIAL ELECTRONICS** submitted pursuant to 415 ILCS 150/55.

SECTION 4. CHAMPAIGN COUNTY Responsibilities:

- A. Conduct two single-day recycling collection events to collect **RESIDENTIAL ELECTRONICS**. CHAMPAIGN COUNTY agrees to operate and maintain a host site for the events; establish the events’ hours of operation; utilize an appointment system to limit the total number of participants; and establish a limit of two television sets per household.
- B. Contract with a collection contractor approved by WILL COUNTY, which contractor will: sort, stack, pack and transport residential electronics to WILL COUNTY’s MFER in trucks packed to 20,000 pounds or greater; and report to the IEPA prior to January 31, 2018 the total weight of **RESIDENTIAL ELECTRONICS** collected as reported by the MFER through WILL COUNTY.

C. Pay to WILL COUNTY any fees charged to WILL COUNTY by WILL COUNTY's MFER resulting from shipments of RESIDENTIAL ELECTRONICS from CHAMPAIGN COUNTY to WILL COUNTY's MFER under this agreement.

SECTION 5. Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party, its officials, officers, employees or agents in the execution or performance of this agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Written notice of any claims shall be given in a timely manner. This indemnification clause shall survive termination of this agreement. Nothing in this section alters the immunities provided all parties to this agreement under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101.

SECTION 6. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect until February 1, 2018. This agreement may be terminated by sixty (60) days written notice by either party without cause.

SECTION 7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 8. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 9. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 10. Notices. Notices to the parties shall be in writing and delivered by electronic mail, personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to WILL COUNTY:

Dean Olson, Resource Recovery & Energy Director (Alternate: Marta Keane, Recycling Specialist)
Will County – Land Use
58 E. Clinton Street
Joliet, IL 60432
Phone: (815) 727-8834
E-Mail: mkeane@willcountygovern.com

If to CHAMPAIGN COUNTY:

Rick Snider, County Administrator
1776 E. Washington Street
Urbana, IL 61802
Phone: (217) 384-3776
E-mail: rsnider@co.champaign.il.us

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if

refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

WILL COUNTY, ILLINOIS

CHAMPAIGN COUNTY, ILLINOIS

By _____
County Executive Lawrence M. Walsh

By _____
Champaign County Board Chair W. Pius Weibel

Attest:

By _____
County Clerk Nancy Schultz Voots

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

Intergovernmental Agreement: 2017 Residential Electronics Recycling

EXHIBIT 1.

Residential Electronics Accepted
Televisions (Wood Console)
Televisions (CRT glass)
Televisions (Flat Screen)
Monitors (CRT glass)
Monitors (Flat Screen)
Computers (laptop, CPU, tablet, etc)
Hard Drives / Modems / Servers
Electronic Keyboards
Electronic Mice
CD ROM/Zip/Tape drives
Palm organizers/Hand held games
Printers (laser, ink jet)
Scanners
Copy machines
Fax machines
Cords & cables (power, USB, etc.)
UPS Battery Backups
Digital Converter Boxes
Cable/Satellite Receivers
VCR, DVD, Laser disc players
Video game players
Joysticks/Game controls
Digital Converter Boxes
Cell phones
Digital radio / CD players

Items noted in the above table are banned from the garbage in Illinois as of 1/1/2012

- NO Smoke Detectors
- NO VHS/Cassette Tapes
- NO Dehumidifiers
- NO Appliances

RESOLUTION NO. 9929

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF
CHAMPAIGN, PARKLAND COLLEGE, AND A-TEAM RECYCLERS, LLC WITH
REGARD TO 2017 RESIDENTIAL ELECTRONICS COLLECTIONS

WHEREAS, the County of Champaign is serving as coordinator for the Residential Electronics Collections scheduled to be held on May 20, 2017 and October 14, 2017; and

WHEREAS, the Champaign County Board was informed that the one-day residential electronics collections planned to occur in 2017 presently are the only known available and relatively convenient option for residents to recycle their unwanted cathode-ray-tube televisions; and

WHEREAS, the County of Champaign, Illinois, and the County of Will, Illinois, have entered into an intergovernmental agreement with regard to electronics collected at the two Residential Electronics Collection events to be held in Champaign County on May 20, 2017 and October 14, 2017; and

WHEREAS, an agreement has been prepared between the County of Champaign, Parkland College (as host site), and A-Team Recyclers, LLC (as contractor) documenting the responsibilities of each of the parties with regard to the Residential Electronics Collection to be held in 2017.

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorizes the County Board Chair to execute the Agreement between the County of Champaign, Parkland College, and A-Team Recyclers, LLC regarding the planned 2017 Residential Electronics Collections.

PRESENTED, APPROVED, AND RECORDED this 20th day of April, A. D., 2017.

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

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

**CONTRACTOR, COORDINATOR, AND HOST SITE AGREEMENT
2017 RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and A-TEAM RECYCLERS, LLC. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2017 Residential Electronics Collection Events ("Coordinator"), A-Team Recyclers ("Contractor"), and Parkland College ("Host Site"), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

Section 1. Term

This Agreement is for services to be provided in conjunction with two Residential Electronics Collections scheduled to occur on May 20, 2017, and on Saturday October 14, 2017.

Section 2. Collection Event Schedule

- 2-1. Two Residential Electronics Collections are scheduled to occur on Saturday, May 20, 2017 and on Saturday, October 14, 2017.
- 2-2. The advertised hours of the collection event will be 8:00 a.m. to 12:00 noon.

Section 3. Access to Host Site

- 3-1. The Coordinator, event staff, and Contractor will have access to the Applied Technology Center T121 storage bay and T107-T106 classroom after noon on the Friday prior to the May 20, 2017 event and after 4:00 p.m. on the Friday prior to the October 14, 2017 event for purposes of setting up. The Coordinator, event staff, and Contractor will have partial access to Lot M-4 premises on the Friday afternoon prior to each event for purposes of setting up.
- 3-2. On the day of the event, the Coordinator, event staff and volunteers, and Contractor will have access to the Host Site premises from 6:00 a.m. to 9:00 p.m.
- 3-3. Access to the Host Site premises includes limited access to a classroom and restroom facilities in the Applied Technology Center (T Building) for use by the event staff and volunteers and Contractor's employees and volunteers as a break room station between 6:00 a.m. and 5:00 p.m. on the day of the event. Event staff may stock the area with coffee, water, and other non-alcoholic drinks and food snacks. Event staff will be responsible for cleaning up the area after the event on the day of the event.

Section 4. Coordinator

- 4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees to:
 - a) pay the Contractor, for each event, a one-time flat-rate collection fee of \$13,000 plus a transportation fee of \$1,500 for each of up to seven Contractor-provided semi-trailers via check upon collection completion on the day of each event; however, no transportation fee will be paid for any semi-trailers provided by a manufacturer-funded electronics recycler, nor for any Contractor-provided box truck;
 - b) pay any "ordered-not used" fees, up to \$600 per unused semi-trailer, for any semi-trailers from Will County's manufacturer-funded electronics recycler under Section 5-11.b) below that are ordered for the events but not used;

- c) participate in promotion and advertisement for each event, indicating: a 2-TV per vehicle limit; the need for residents to register online to participate in the one-day collection event; and limiting participation to the residents of unincorporated Champaign County, and residents of the municipalities in Champaign County that support the Residential Electronics Collection events.
- d) implement, with municipal REC event partners, residents' use of an online reservation system in advance to schedule participation in the collection event; and
- e) provide sufficient persons at each Residential Electronics Collection event to:
 - 1) safely direct vehicles through the collection area;
 - 2) pick up on-site trash and recyclable cardboard, paper, Styrofoam generated during the collection event, and sort these items into designated on-site containers; and
 - 3) unload vehicles dropping off items, and sort these items into Gaylord boxes or to designated areas onsite, following agreed-upon sorting guidelines provided by the Contractor prior to the collection event.

Section 5. Contractor Services to be Provided

- 5-1. The Contractor agrees to provide recycling and refurbishing services for the planned collection events. These collection events will take place at the Host Site premises of Parkland College located at 2400 W. Bradley Avenue, Champaign, Illinois. Champaign County residents who have correctly registered online will drop off electronics waste at Lot M-4 of Parkland College premises in accordance with online registration directions provided, on the date and time indicated in Section 2, with a limit of 10 items per vehicle, including a maximum of two televisions per vehicle.
- 5-2. The Contractor declares that it is registered with the IEPA as a collector, recycler, and refurbisher and will meet all requirements of the Electronic Products Recycling and Reuse Act (415 ILCS 150), including all reporting requirements, during all times covered under this agreement.
- 5-3. At no cost to the Host Site, and for the one-time, flat-rate collection fee to be charged to the Coordinator for each of the two events as described in Section 4, the Contractor agrees to accept for processing and recycling the following accepted items (working and non-working):
 - Cable and Satellite Receivers
 - Cameras
 - Cash Registers and Credit Card Readers
 - Cell Phones and Accessories
 - Chargers
 - Circuit Boards
 - Computer Servers
 - Computers and Computer Parts
 - Copiers/Printers/Scanners/Fax Machines/Type Writers
 - DVD/VHS Players
 - External Drives
 - Ferrous and Non-Ferrous Metals
 - Ink and Toner Cartridges
 - Laptops/Tablets/eReaders
 - Mice and Keyboards
 - Microwaves
 - Monitors: All Types

MP3/iPods/etc.
Networking Equipment: Modems, Switches, Routers, Hubs
Phones and Telecom Equipment
Projectors
Rechargeable Batteries: Lithium Ion, Ni-Cd, Lead Acid, Ni-Mh
Stereos/Radios/Speakers
Televisions: All Types
Uninterrupted Power Supplies
Video Game Consoles
Wire, Cables and Christmas Lights

5-4. The Contractor will not accept the following unaccepted items:

Loose Alkaline Batteries (accepted while contained in electronic devices)
Liquid Containing Items
Freon Containing Items (AC units, dehumidifiers)
White Goods (refrigerators, freezers)
Thermostats
Light Bulbs

5-5. The Contractor will supply necessary staff required to collect, sort, package, and transport all collected products on the service date.

5-6. The Contractor will accept and recycle recyclable materials (e.g., plastics and miscellaneous cardboard) and trash (e.g., Styrofoam) from electronics items accepted, sorted and generated at the May 20, 2017 and October 14, 2017 collection events.

5-7. The Contractor will provide proof of insurance requested as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, and City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.

5-8. Before each event, the Contractor staff will provide instruction to the event organizer regarding requested day-of-event onsite separation, sorting and packaging of collected electronics waste by volunteers.

5-9. The Contractor agrees to provide, at no charge, and set up a sufficient amount of pallets, shrink-wrap and Gaylord boxes at the Host Site prior to the beginning of each scheduled collection event.

5-10.

a) The Contractor agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be provided at the Host Site on the day of the event no later than 7:00 a.m.

b) All volunteers and employees of the Coordinator and Contractor shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.

5-11.

- a) The Contractor agrees to secure, remove, transport, and process all materials collected at the Host Site at the May 20, 2017 and October 14, 2017 collection events pursuant to the *Illinois Electronic Products Recycling and Reuse Act* (415 ILCS 150).
- b) The Contractor agrees to arrange for delivery of all appropriate materials collected at each event to a manufacturer-funded electronics recycler that has contracted with Will County, Illinois. The Contractor agrees to conform all such deliveries to that electronics recycler's specifications as to weight and other details. The Contractor agrees to arrange for as many as possible of the semi-trailers used at each collection event to be provided by Will County's manufacturer-funded electronics recycler.
- c) The Contractor agrees to remove and/or securely store all materials collected at the May 20, 2017 and October 14, 2017 collection events by 9:00 p.m. on the day of the collection event within semitrailers or trucks located in Parking Lot M-4 of Host Site. The Contractor agrees to remove and transport all materials collected at each collection event and securely stored within semi-trucks and/or trucks in Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each collection event. The Contractor further agrees that if it fails to remove materials collected and stored at the Host Site by the deadline established in this paragraph, the Contractor will pay a late fee of \$500 per day, commencing on the Tuesday following each collection event, and continuing until the removal of the stored materials. The Contractor shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

- 5-12. Reporting/Documentation of E-waste: The Contractor will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest number for all items collected for each event, as soon as it becomes available prior to January 15, 2018.

Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the Residential Electronics Collection events shall immediately become the property of the Contractor. No Coordinator, Host Site staff, or event volunteers shall take any electronics materials. All electronics materials will be brought back to the Contractor's facility in Joliet, Illinois for further processing or transported directly to a manufacturer funded electronics recycler.
- 6-2. In order to ensure confidentiality and destruction of information or data remaining on hard drives or other electronics equipment that is dropped by residents at each event, the Contractor shall meet or exceed the requirements and standards indicated in the *Illinois Electronic Products Recycling and Reuse Act* (415 ILCS 150) regarding data security.
- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 7. Employment Issues

- 7-1. The Contractor agrees that it is an independent Contractor. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Contractor pursuant to this Agreement does not constitute compensation paid to an employee.

- 7-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Contractor or its subcontractors under this Agreement. The Contractor shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Contractor is responsible for paying the payroll taxes and any employee benefits that the Contractor utilizes for this event.

Section 8. Licenses and Related Laws

- 8-1. The Contractor, by signing this Agreement, warrants that the Contractor, its employees, and its Contractors which will perform services requiring a license, will have and maintain any required license. However, the Contractor may meet the license requirement through use of a subcontractor; provided however, the Contractor's use of a subcontractor in that circumstance does not relieve the Contractor of any obligations under the Agreement.
- 8-2. The Contractor agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

Section 9. Liability and Insurance: Coordinator

- 9-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Contractor and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Coordinator's or its subcontractor's negligent or intentional acts or omissions.
- 9-2. The Coordinator further agrees to maintain adequate insurance to protect the Contractor and the Host Site against such risks. The Coordinator shall carry public liability, casualty and auto insurance in sufficient amount to protect the Contractor and the Host Site from liability for acts of the Coordinator. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.
- 9-3. The Coordinator assumes full responsibility for and shall indemnify the Contractor and Host Site for all loss or damage of whatsoever kind and nature to any and all Contractor and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Contractor's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Contractor or Host Site) property, and shall upon request and at the Contractor's or Host Site's expense, furnish to the Contractor or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Contractor or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the Residential Electronics Collection events shall immediately become the property of the Contractor for transport off the Host Site premises for further processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Contractor and Host Site with proof of such insurance one month prior to each collection event.

Section 10. Liability and Insurance: Contractor

- 10-1. The Contractor agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Contractor's or its subcontractor's negligent or intentional acts or omissions.
- 10-2. The Contractor further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Contractor shall carry Worker's Compensation Insurance in amount required by laws.
- 10-3. The Contractor assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or its subcontractor. The Contractor shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.
- 10-4. The Contractor shall provide the Coordinator and Host Site with proof of such insurance one month prior to each collection event.

Section 11. No Smoking or Alcohol on Grounds

The Contractor and Coordinator shall abide by the Host Site rules with regard to the use of the Host Site, including the provision that calls for no smoking on the Host Site and no alcohol to be available on the Host Site.

Section 12. Damage to Premises

- 12-1. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Contractor's use of the premises, or that of Contractor's employees or agents, then the Contractor shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Contractor's activities. Upon repair, Contractor shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Contractor or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Contractor within twenty-four hours.

- 12-2. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Coordinator's use of the premises, or that of Coordinator's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Coordinator; then Coordinator shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Coordinator's activities. Upon repair, Coordinator shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Contractor or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Contractor within twenty-four hours.

Section 13. Dangerous Materials

The Coordinator or Contractor shall not keep or have on the Host Site premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

Section 14. Subordination of Agreement

This Agreement and Coordinator's and Contractor's Agreement interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Host Site, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Section 15. Time of the Essence

Time is of the essence of each and every provision hereof.

Section 16. Abandonment

If at any time during the term of this Agreement, the Contractor abandons the Host Site premises or the property it collects during a residential electronics collection event, Host Site may, at Host Site's option, without being liable for any prosecution therefore, and without becoming liable to Contractor for damages or any payment of any kind whatever, consider any personal property belonging to Contractor and left on the premises to also have been abandoned, in which case Host Site may keep or dispose of all such personal property in any manner Host Site shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Host Site cannot obtain a decision by Contractor regarding the removal and disposal of the recycling materials within seven days following each of the collection events.

Section 17. Contact Information

Contact information for the Coordinator is as follows:

Name: Champaign County

Address: 1776 E. Washington Street, Urbana, Illinois 61802

Contact person: Susan Monte

Title: Champaign County Recycling Coordinator

Contact's work phone: 217-328-3313; Contact's cell phone: 217-600-1516

Contact information for the Contractor is as follows:

Name: A-Team Recyclers, LLC
Address: 359 Airport Drive, Joliet, IL 60431
Contact Person: James Larkin
Title: Owner
Contact's work phone: 815-630-4308 ; Contact's cell phone: 815-600-3608

Contact information for the Host Site is as follows:

Name: Parkland College Community College
Address: 2400 West Bradley Avenue, Champaign, IL 61821
Contact Person: James Bustard
Title: Physical Plant Director
Contact's work phone: 217-351-2211 extension 108

Section 18. Choice of Law

- 18-1. This Agreement and the Contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.
- 18-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 19. Agreement Severability

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

Section 20. Changes

The Coordinator, Host Site, or Contractor, may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between all parties shall be incorporated only in written amendments to this Agreement.

Section 21. Termination

- 21-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.
- 21-2. Notwithstanding the foregoing, the obligations of the Contractor under Section 22 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

Section 22. Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Contractor, arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

Section 23. Successors and Assigns

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Contractor and Host Site, respectively and their partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

Section 24. Third Party Beneficiaries

The parties agree that the City of Champaign, the City of Urbana, and the Village of Savoy, to the extent consistent with any intergovernmental agreements with the Coordinator effective during this Agreement, are third party beneficiaries of this Agreement.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

In witness hereof, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

Contractor: James Larkin, Owner
A-Team Recyclers, LLC

Date

Coordinator: W. Pius Weibel, County Board Chair
Champaign County, Illinois

Date

Host Site: James Bustard, Physical Plant Director
Parkland College

Date

RESOLUTION NO. 9930

RESOLUTION APPROVING AN INTERGOVERNMENTAL COST-SHARING AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN, THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF SAVOY FOR TWO RESIDENTIAL ELECTRONICS COLLECTION EVENTS IN 2017

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

WHEREAS, the County of Champaign, Illinois, and the County of Will, Illinois, have entered into an intergovernmental agreement with regard to electronics collected at two Residential Electronics Collection events to be held in Champaign County on May 20, 2017 and October 14, 2017; and

WHEREAS, the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy find it to be most cost effective to mutually combine efforts and to share in the costs associated with the two Residential Electronics Collection events to be held on May 20, 2017 and October 14, 2017; and

WHEREAS, an intergovernmental agreement has been prepared documenting the costs and responsibilities of each of the parties and will become effective as of the date the last party signs the agreement;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorizes the County Board Chair to enter into an Intergovernmental Cost-Sharing Agreement between the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy for two Residential Electronics Collection events in 2017.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April, A.D., 2017.

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

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

Intergovernmental Agreement: 2017 Residential Electronics Collection Events

AN INTERGOVERNMENTAL AGREEMENT

2017 RESIDENTIAL ELECTRONICS COLLECTION EVENTS COST-SHARING
AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN, THE CITY OF CHAMPAIGN,
THE CITY OF URBANA, AND THE VILLAGE OF SAVOY

THIS AGREEMENT is made and entered into by and between the County of Champaign and the following Illinois municipal corporations: the City of Champaign, the City of Urbana, and the Village of Savoy, effective on the last date signed by a party hereto. The foregoing entities will hereafter be noted as “the parties.”

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.* enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with the planned Residential Electronics Collection Events to be held on May 20, 2017 and October 14, 2017 (hereinafter referred to as “events”) at Parkland College campus in Champaign, Illinois utilizing the services of the electronics recycling contractor company A-Team Recyclers. These costs include:

- A one-time flat-rate collection fee payment of \$13,000 per event to A-Team Recyclers due by the end of the day on the date of collection;
- Transportation fee of \$1,500 per semi-trailer provided by A-Team Recyclers used to transport collected electronics devices, due within 15 days of invoice, with a maximum of seven semi-trailers per collection event.
- The cost of the traffic patrol services to be provided by one City of Champaign traffic patrol officer at each collection event, with the total cost for traffic patrol services not to exceed \$375 per event.

WHEREAS, the cost contribution required of each party is provided in this Agreement;

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

Section 1. Purpose

1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of administering the 2017 Residential Electronics Collection events. Costs will include:

- a) Payment of a flat-rate collection fee of \$13,000 per event to A-Team Recyclers due by the end of the day on the date of collection.
- b) Payment of a transportation fee of \$1,500 per semi-trailer provided by A-Team Recyclers used to transport collected electronics, with a maximum of seven semi-trailers per event. Payment for transportation will be due to A-Team Recyclers within 15 days of receipt of invoice.

Intergovernmental Agreement: 2017 Residential Electronics Collection Events

- c) Paying the cost of the traffic patrol services to be provided by one City of Champaign traffic patrol officer at each collection event, with the total cost for traffic patrol services not to exceed \$375 per event.
- d) Allowing for an additional 10 percent contingency amount of total fees paid pursuant to 1-1.a) and -1.b), above, to be included in the maximum total amount per event.

Section 2. Terms

2-1. The terms of this Agreement shall be from the date last signed by the parties until 60 days following the final event, unless amended by agreement of the parties.

Section 3. Responsibilities

- 3-1. The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the contractor to remove the electronics items collected during the event from the host site. However, the County of Champaign shall be entering into said contract on behalf of the other parties as well, and Champaign County agrees that it shall not enter into said contract unless it specifically names the other parties to this agreement as third party beneficiaries of that contract. Champaign County shall obtain approval of the form of said contract with the contact from each of the parties to this Agreement prior to executing said contract.
- 3-2. Each party is responsible for contributing its share of the total costs for the events under this Agreement, according to the percentages and up to the maximums specified in Section 4 (Cost-Sharing) of this Agreement.
- 3-3. Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 4. Cost Sharing

4.1 The parties agree to share, according to the percentages shown in Table 4.1, total costs not to exceed \$26,225 for each event:

Table 4.1

Event Date	Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
May 20, 2017	\$7,343 (28)	\$11,801 (45)	\$6,032 (23)	\$1,049 (4)	\$26,225
October 14, 2017	\$8,654 (33)	\$11,015 (42)	\$5,507 (21)	\$1,049 (4)	\$26,225

Section 5. Invoices and Payments

5.1 To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days of receipt of an invoice from the Champaign County Recycling Coordinator, each party agrees to provide its share of funds as shown in Table 4.1, payable to 'Champaign County' to the attention of Susan Monte, Champaign County Regional Planning Commission, 1776 E. Washington Street, Urbana, IL 61802.

Intergovernmental Agreement: 2017 Residential Electronics Collection Events

Section 6. Amendments.

This agreement may be amended only in writing signed by all parties.

Section 7. Survival of Provisions.

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

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

CHAMPAIGN COUNTY

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

State's Attorney's Office

City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Village Attorney

RESOLUTION NO. 9931

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

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Brian Thode to the Broadlands-Longview Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Brian Thode to the Broadlands-Longview Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9932

**RESOLUTION APPOINTING LINDA KATES TO THE
EASTERN PRAIRIE FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Linda Kates to the Eastern Prairie Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Linda Kates to the Eastern Prairie Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9933

**RESOLUTION APPOINTING JEREMY DELANTY TO THE
EDGE-SCOTT FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Jeremy Delanty to the Edge-Scott Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Jeremy Delanty to the Edge-Scott Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9934

**RESOLUTION APPOINTING DENNY JAYNE TO THE
IVESDALE FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Denny Jayne to the Ivesdale Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Denny Jayne to the Ivesdale Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9935

**RESOLUTION APPOINTING RODNEY LOSCHEN TO THE
LUDLOW FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Rodney Loschen to the Ludlow Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Rodney Loschen to the Ludlow Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Rodney Loschen 2146 CR 3500 N., Ludlow IL 60949.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9936

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

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of James Vickers to the Ogden-Royal Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of James Vickers to the Ogden-Royal Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9937

**RESOLUTION APPOINTING KEVIN R. CHALMERS TO THE
PHILO FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Kevin R. Chalmers to the Philo Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Kevin R. Chalmers to the Philo Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9938

**RESOLUTION APPOINTING WILLIAM ECKERTY TO THE
SADORUS FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of William Eckerty to the Sadorus Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of William Eckerty to the Sadorus Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9939

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

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of David Bright to the Sangamon Valley Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of David Bright to the Sangamon Valley Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: David Bright 230 CR 3400 N., Foosland IL 61843.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9940

**RESOLUTION APPOINTING CHRIS KARR TO THE
SCOTT FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Chris Karr to the Scott Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Chris Karr to the Scott Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9941

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

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Howard Marsh to the St. Joseph-Stanton Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Howard Marsh to the St. Joseph-Stanton Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Howard Marsh 402 E. Douglas St., St. Joseph IL 61873.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9942

**RESOLUTION APPOINTING WILLIAM KURTH TO THE
THOMASBORO FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of William Kurth to the Thomasboro Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of William Kurth to the Thomasboro Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9943

**RESOLUTION APPOINTING ANN M. JACK HALUZAK TO THE
TOLONO FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Ann M. Jack Haluzak to the Tolono Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Ann M. Jack Haluzak to the Tolono Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

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

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9944

**RESOLUTION APPOINTING RUTH MITCHELL TO THE
WINDSOR PARK FIRE PROTECTION DISTRICT**

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Ruth Mitchell to the Windsor Park Fire Protection District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 705/4;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Ruth Mitchell to the Windsor Park Fire Protection District for a term commencing May 1, 2017 and ending April 30, 2020; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Ruth Mitchell 3 Regent Ct., Champaign IL 61820.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9945

**RESOLUTION APPROVING THE PROCLAMATION DESIGNATING THE WEEK OF
MAY 7th AS NATIONAL CORRECTIONAL OFFICER WEEK**

WHEREAS, the Congress and President of the United States have designated the week of May 7th as National Correctional Officer Memorial Week; and

WHEREAS, the members of the Champaign County Sheriff's Office play an essential role in the Criminal Justice System; and

WHEREAS, the contributions they make to American law enforcement, while not highly visible, are substantial. These men and women are responsible for ensuring the custody, control, and safety of inmates held in U.S. jails and prisons. Directly supervising the incarceration and rehabilitation of criminal offenders, correctional officer are an essential part of our Nation's criminal justice system; and

WHEREAS, the general public should fully appreciate correctional officers' capable handling of the physical and emotional demands made upon them daily. Their profession requires careful and constant vigilance, and the threat of violence is always present. At the same time, these dedicated employees try to improve the living conditions of those who are being confined; and

WHEREAS, the men and women of the Champaign County Sheriff's Office unceasingly provide a vital public service.

NOW, THEREFORE, IT IS PROCLAIMED by the Champaign County Board, that the County Board calls upon all citizens of Champaign County and upon all patriotic, civic and educational organizations to observe the week of May 7th through May 13th, 2017, as Correctional Officer Week with appropriate observance which all of our people may join in commemorating correctional officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

IT IS FURTHER PROCLAIMED, that the Champaign County Board calls upon all citizens of Champaign County to observe the week of May 7th as National Correctional Officer Week in honor of those correctional officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9946

**RESOLUTION APPROVING THE PROCLAMATION DESIGNATING THE WEEK OF
MAY 14th AS NATIONAL POLICE WEEK**

WHEREAS, the Congress and President of the United States have designated the week of May 14th as Peace Officers' Memorial Week; and

WHEREAS, the members of the Champaign County Sheriff's Office play an essential role in safeguarding the rights and freedoms of the citizens of Champaign County; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Champaign County Sheriff's Office unceasingly provide a vital public service.

NOW, THEREFORE, IT IS PROCLAIMED by the Champaign County Board, that the County Board calls upon all citizens of Champaign County and upon all patriotic, civic and educational organizations to observe the week of May 14th through May 20th, 2017, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

IT IS FURTHER PROCLAIMED, that the Champaign County Board calls upon all citizens of Champaign County to observe the 19th day of May, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of April, A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9952

**RESOLUTION APPOINTING JON RECTOR TO THE
COUNTY FACILITIES COMMITTEE TO REPLACE JIM GOSS**

WHEREAS, Jim Goss, a member of the Champaign County Facilities Committee, submitted his resignation from this committee effective April 10, 2017; and

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Jon Rector to the County Facilities Committee; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Jon Rector to the County Facilities Committee.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9947

RESOLUTION abating the taxes heretofore levied to pay the principal of and interest on the General Obligation Bonds, Series 2003, and General Obligation Refunding Bonds, Series 2004A, of The County of Champaign, Illinois.

WHEREAS, the County Board (the "*Board*") of The County of Champaign, Illinois (the "*County*"), by Resolution Number 4644 (the "*2003 Resolution*"), did provide for the issue of \$19,925,000 General Obligation Bonds, Series 2003 (the "*2003 Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2003 Bonds; and

WHEREAS, the Board, by Resolution Number 4765 (the "*2004 Resolution*") did provide for the issue of \$4,780,000 General Obligation Refunding Bonds, Series 2004A (the "*2004A Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2004A Bonds; and

WHEREAS, the 2003 Bonds were refunded by the General Obligation Refunding Bonds, Series 2005A, and General Obligation Refunding Bonds, Series 2011, of the County, and are no longer outstanding; and

WHEREAS, the 2004A Bonds have matured in full and are no longer outstanding; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied (a) for the year 2017 for the payment of the 2003 Bonds, and (b) for the years 2017 to 2021, inclusive, for the payment of the 2004A Bonds, be abated in their entirety:

NOW THEREFORE Be It and It is Hereby Resolved by the County Board of The County of Champaign, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Abatement of Taxes. The tax heretofore levied for the year 2017 in the 2003 Resolution for the payment of the 2003 Bonds is hereby abated in its entirety. The taxes heretofore levied for the years 2017 to 2021, inclusive, in the 2004 Resolution for the payment of the 2004A Bonds are hereby abated in their entirety.

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution, a certified copy hereof shall be filed with the County Clerk of the County, and it shall be the duty of said County Clerk to abate said taxes levied for the years 2017 to 2021, inclusive, in accordance with the provisions hereof.

Section 4. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted on April 20, 2017.

C. Pius Weibel, Chair
Chairman, County Board

ATTEST:

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

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the “County”), and as such official I do further certify that on the ____ day of _____, 2017, there was filed in my office a duly certified copy of Resolution No. _____ entitled:

RESOLUTION abating the taxes heretofore levied to pay the principal of and interest on the General Obligation Bonds, Series 2003, and General Obligation Refunding Bonds, Series 2004A, of The County of Champaign, Illinois.

(the “Resolution”) duly adopted by the County Board of the County on the 20th day of April, 2017, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied (a) for the year 2017 for the payment of the General Obligation Bonds, Series 2003, of the County and (b) for the years 2017 to 2021, inclusive, for the payment of the General Obligation Refunding Bonds, Series 2004A, of the County, as described in the Resolution will be abated in their entirety as provided in the Resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of _____, 2017.

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

[SEAL]

RESOLUTION NO. 9948

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN A MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE, PERMANENT PARCEL NUMBER 14-023-0094

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 has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

Triangle MHP, 16 Triangle
Permanent Parcel Number: 14-023-0094
As described in certificate(s): 61 sold October 2012; and

WHEREAS, Pursuant to public auction sale, Wayne R. Finkbone, c/o Tamra Whitecotton, Purchaser, has deposited the total sum of \$695.00 for the purchase of the said Certificate of Purchase and has requested that the County of Champaign assign to said Purchaser the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$250.00 as a return for its Certificate of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$95.00 for issuance of the Tax Certificate Title to said Purchaser; and Tax Agent shall receive \$350.00 for his services; and

WHEREAS, It appears to the Finance Committee of the Whole that Champaign County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser in exchange for the aforesaid payment;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, that the County Board Chair is authorized to assign the above said Tax Sale Certificate of Purchase, as to the above described mobile home in exchange for payment to the Treasurer of Champaign County Illinois, of the sum of \$250.00, 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 20th day of April 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9949

RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF CONVEYANCE OF THE COUNTY'S INTEREST OR CANCELLATION OF THE APPROPRIATE CERTIFICATE OF PURCHASE ON REAL ESTATE, PERMANENT PARCEL NUMBER 30-21-03-304-014, 015

WHEREAS, The County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to the authority of 35 ILCS 200/21-90; and

WHEREAS, Pursuant to this program, the County of Champaign as Trustee for the Taxing Districts, has acquired and interest in the following described real estate:

Urbana Township

Permanent Parcel Number: 30-21-03-304-014, 015

As described in certificate(s): 489, 488 sold on October 2010; and

WHEREAS, It appears to the Finance Committee of the Whole that it would be in the best interest of the County to dispose of its interest in said property; and

WHEREAS, Steven Tatman, has bid \$648.00 for the County's interest, such bid having been presented to the Finance Committee of the Whole at the same time it having been determined by the Finance Committee of the Whole and Agent for the County, that the County shall receive from such bid \$250.00 as a return for its Certificate of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate and to reimburse the revolving account for the charges advanced therefrom, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$48.00 for recording; and the remainder of \$350.00 shall be the sums due the Tax Agent for his services. The total paid by the purchaser is \$648.00.

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, authorizes the County Board Chair to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate of Purchase on the above described real estate for the sum of \$250.00 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 20th day of April 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9950

RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF CONVEYANCE OF THE COUNTY'S INTEREST OR CANCELLATION OF THE APPROPRIATE CERTIFICATE OF PURCHASE ON REAL ESTATE, PERMANENT PARCEL NUMBER 91-21-10-382-029

WHEREAS, The County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to the authority of 35 ILCS 200/21-90; and

WHEREAS, Pursuant to this program, the County of Champaign as Trustee for the Taxing Districts, has acquired and interest in the following described real estate:

Cunningham Township

Permanent Parcel Number: 91-21-10-382-029

As described in certificate(s): 934 sold October 2010; and

WHEREAS, It appears to the Finance Committee of the Whole that it would be in the best interest of the County to dispose of its interest in said property; and

WHEREAS, Brian Nastruz, has bid \$648.00 for the County's interest, such bid having been presented to the Finance Committee of the Whole at the same time it having been determined by the Finance Committee of the Whole and Agent for the County, that the County shall receive from such bid \$250.00 as a return for its Certificate of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate and to reimburse the revolving account for the charges advanced therefrom, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$48.00 for recording; and the remainder of \$350.00 shall be the sums due the Tax Agent for his services. The total paid by the purchaser is \$648.00.

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, authorizes the County Board Chair to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate of Purchase on the above described real estate for the sum of \$250.00 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 20th day of April 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9951

RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF CONVEYANCE OF THE COUNTY'S INTEREST OR CANCELLATION OF THE APPROPRIATE CERTIFICATE OF PURCHASE ON REAL ESTATE, PERMANENT PARCEL NUMBER 91-21-16-329-002

WHEREAS, The County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to the authority of 35 ILCS 200/21-90; and

WHEREAS, Pursuant to this program, the County of Champaign as Trustee for the Taxing Districts, has acquired and interest in the following described real estate:

Cunningham Township

Permanent Parcel Number: 91-21-16-329-002

As described in certificate(s): 0662 sold October 1998; and

WHEREAS, It appears to the Finance Committee of the Whole that it would be in the best interest of the County to dispose of its interest in said property; and

WHEREAS, Brian Nastruz, has bid \$648.00 for the County's interest, such bid having been presented to the Finance Committee of the Whole at the same time it having been determined by the Finance Committee of the Whole and Agent for the County, that the County shall receive from such bid \$250.00 as a return for its Certificate of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate and to reimburse the revolving account for the charges advanced therefrom, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$48.00 for recording; and the remainder of \$350.00 shall be the sums due the Tax Agent for his services. The total paid by the purchaser is \$648.00.

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, authorizes the County Board Chair to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate of Purchase on the above described real estate for the sum of \$250.00 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 20th day of April 2017.

C. Pius Weibel, Chair
Champaign County Board

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

ORDINANCE NO. 991

AN ORDINANCE ESTABLISHING CABLE/VIDEO SERVICE PROVIDER FEE

WHEREAS, Champaign County (the "County") has the authority to adopt ordinances and promulgate rules and regulations that protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Ordinance is adopted pursuant to the provisions Cable and Video Competition article of the Public Utilities Act (the "Act"); and

WHEREAS, this Ordinance is intended to establish the service provider fee the Act authorizes units of local government to impose on a Holder under 220 ILCS 5/21-801; and

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

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and collect and are adopted as part of this Ordinance.

SECTION 2: CABLE/VIDEO SERVICE PROVIDER FEES.

A. DEFINITIONS

The following terms shall have the following meanings in this Ordinance:

CABLE SERVICE: As defined in 47 U.S.C. § 522(6).

COMMISSION: The Illinois Commerce Commission.

GROSS REVENUES: All consideration of any kind or nature, including, without limitation, cash, credits, property and in-kind contributions received by the Holder for the operation of a cable or video system to provide cable service or video service within the Holder's cable service or video service area within the County.

1. Gross revenues shall include the following:

- a. Recurring charges for cable or video service.**
- b. Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.**
- c. Rental or set top boxes and other cable service or video service equipment.**
- d. Service charges related to the provision of cable service or video service, including but not limited to activation, installation and repair charges.**

e. Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.

f. Late payment fees or charges, insufficient funds check charges and other charges assessed to recover the costs of collecting delinquent payments.

g. A pro rata portion of all revenue derived by the Holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the Holder's network to provide cable service or video service within the County. The allocation shall be based on the number of subscribers in the County divided by the local number of subscribers in relation to the relevant regional or national compensation arrangement.

h. Compensation received by the Holder that is derived from the operation of the Holder's network to provide cable service or video service with respect to commissions that are received by the Holder as compensation for promotion or exhibition of any products or services on the Holder's network, such as a "home shopping" or similar channel, subject to paragraph 1 (i) herein.

i. In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities or applications, the portion of the Holder's revenue attributable to the other services, capabilities or applications shall be included in the gross revenue unless the Holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

j. The service provider fee permitted by 220 ILCS 5/21-801(b).

2. Gross revenues do not include any of the following:

a. Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c) (l) (vi).

b. Refunds, discounts or other price adjustments that reduce the amount of gross revenues received by the Holder of the state-issued authorized to the extent the refund, rebate, credit or discount is attributable to cable service or video service.

c. Regardless of whether the services are bundled, packaged or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, information services or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement

and electronic publishing or any other revenues attributed by the Holder to non-cable service or non-video service in accordance with the Holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards or orders.

d. The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the County and pay the fee permitted by 220 ILCS 5/21-801 (b) with respect to the service.

e. Any tax or fee of general applicability imposed upon the subscribers or the transaction by a village, state, federal or any other governmental entity and collected by the Holder of the state-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.

f. Security deposits collected from subscribers.

g. Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.

3. Revenue of an affiliate of a Holder shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate rather than the Holder has the effect of evading the payment of the fee permitted by 220 ILCS 5/21-801(b) which would otherwise be paid by the cable service or video service.

HOLDER: A person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

SERVICE: The provision of "cable service" or "video service" to subscribers and the interaction of subscribers with the person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

SERVICE PROVIDER FEE: The amount paid under this Chapter and 220 ILCS 5/21-801 by the Holder to a County for the service areas within its territorial jurisdiction.

VIDEO SERVICE: Video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S. C. § 332(d) or any video programming provided solely as part of, and via, service that enables users to

access content, information, electronic mail or other services offered over the public Internet.

B. CABLE/VIDEO SERVICE PROVIDER FEE IMPOSED

1. **Fee Imposed:** A fee is imposed on any Holder providing cable service or video service in the County.

2. **Amount of Fee:** The amount of the fee imposed shall be 5 percent of the Holder's gross revenues.

3. **Notice to the County:** The Holder shall notify the County at least 10 days prior to the date on which the Holder begins to offer cable service or video service in the County.

4. **Holder's Liability:** The Holder shall be liable for and pay the service provider fee to the County. The Holder's liability for the fee shall commence on the first day of the calendar month following 30 days after receipt of this ordinance by the Holder. This ordinance shall be sent by first class mail, postage prepaid, to the address listed on the Holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the County.

5. **Payment Date:** The payment of the service provider fee shall be due on a quarterly basis, 45 days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

6. **Exemption:** The fee imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the County in which a fee is paid.

7. **Credit for Other Payments:** An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) with credit for prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under this ordinance.

C. APPLICABLE PRINCIPLES

All determinations and calculations under this Chapter shall be made pursuant to generally accepted accounting principles.

D. NO IMPACT ON OTHER TAXES DUE FROM HOLDER

Nothing contained in this Ordinance shall be construed to exempt a Holder from any tax that is or may later be imposed by the County, including any tax that is or may later be required to be paid by or through the Holder with respect to cable service or video service. A state-issued authorization shall not affect any requirement of the Holder with respect to payment of the County's simplified municipal telecommunications tax or any

other tax as it applies to any telephone service provided by the Holder. A state-issued authorization shall not affect any requirement of the Holder with respect to payment of the local unit of government's 911 or E911 fees, taxes or charges.

E. AUDITS OF CABLE/VIDEO SERVICE PROVIDER

1. **Audit Requirement:** The County will notify the Holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The Holder shall comply with the same requirements the County imposes on other cable service or video service providers in its jurisdiction to audit the Holder's books and records and to recomputed any amounts determined to be payable under the requirements of the County. If all local franchises between the County and cable operator terminate, the audit shall follow generally accepted accounting principles. No acceptance of amounts remitted should be construed as an accord that the amounts are correct.

2. **Additional Payments:** Any additional amount due after an audit shall be paid within 30 days after the County's submission of an invoice for the sum.

F. LATE FEES, PAYMENTS

All past due fees and payments shall be assessed a 5 percent late fee.

SECTION 3: SEVERABILITY. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: REPEAL. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect upon its adoption and approval as attested below.

SECTION 6: A certified copy of this Ordinance shall be sent by first class mail, postage prepaid, to the address listed on any application submitted to the County by any person or entity who has received authorization to offer to provide cable or video service from the Illinois Commerce Commission pursuant to 220 ILCS 5/21-401.

ADOPTED AND APPROVED THIS 20th DAY OF APRIL 2017.

ATTEST:

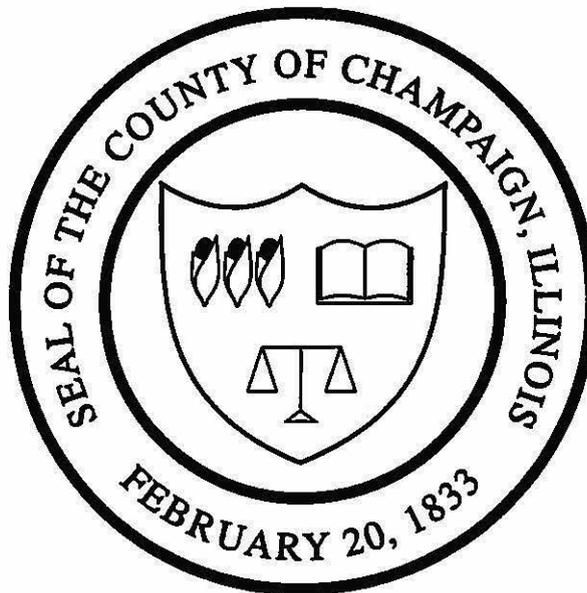
C. Pius Weibel,
County Board Chair

Gordy Hulten
County Clerk

Five-Year Financial Forecast

for the General Fund and Public Safety Sales Tax Fund
of the County of Champaign, Illinois

Fiscal Years 2017 through 2021



Richard S. Snider, County Administrator
Tamara S. Ogden, Deputy County Administrator of Finance

April 13xs, 2017

Executive Summary

Our five-year financial forecast for Champaign County encompasses the fiscal years 2017 through 2021. The forecast relies on estimates of revenue and expenditure based upon analysis of prior budgets, local historical trends, and statewide or national projections of economic factors.

Champaign County continues to be buffeted by a torrent of financial headwinds that are in some cases outside of its control. We have seen how the delays in Medicaid reimbursements for the county nursing home have created a cash flow crisis jeopardizing not only its survival, but also creating a nearly \$1 million hole in countywide finances with the potential for several million dollars in additional liabilities. Payments for other state-funded services such as child support enforcement or court services have been erratic or are many months behind schedule. Slow recovery in Illinois employment and the economy overall have translated into depressed growth of sales and income tax revenues. Of even greater concern for revenues are potential actions in Springfield to deal with the state budget gap. Proposed property tax freezes that would likely be a necessary tradeoff to enact an income tax hike would devastate the ability of the County to respond to increased demands to fund expenditures.

On the expenditure side, department heads have exercised restraint in developing their budget requests for several years. Commodities and services have been squeezed relentlessly, which is why we recommended a flat budget for these categories in FY 2017. Health insurance coverage, a primary benefit of County employment, is reaching a point of unaffordability with yearly double-digit increases in premiums resulting from the implementation of the Affordable Care Act. Although wage demands have been modest and have been partially offset by increased employee contributions towards health care costs, provisions for wages and fringe benefits comprise 70% of the county government's General Fund expenditures. Deferred maintenance expenses that have been underfunded by approximately \$2.5 million annually as well as technology replacements are looming problems that must be addressed. The County faces the prospect of making tough choices of the public services that must be reduced or eliminated to maintain a balanced budget.

Environmental Factors

There are several external environmental factors that can impact County finances. These include the rate of inflation, employment opportunities and income growth, state government's budget woes, and real estate prices.

After an extended period of very low inflation, rates edged upward in 2016. The Federal Open Market Committee (FOMC) of the Federal Reserve Bank is predicting a steady rate of inflation of approximately 2.0% annually for the next five years, with a range of 1.7 to 2.0% for 2017. The Illinois Department of Revenue is using an official figure of a 2.1% increase in the Consumer Price Index (CPI) for levy calculations controlled by the Property Tax Extension Limitation Law (PTELL). This factor will allow for growth in the county levy.

FOMC is also projecting moderate expansion in the national economy, with Gross Domestic Product estimates for the long-term in a range of 1.8 to 2.0% annually. Faster growth is expected however in 2017, with rates in a range of 1.9 to 2.3%. Unemployment nationally is forecast to be within a range of 4.7 to 5.0% over the next several years. Unfortunately, the outlook in Illinois is worse according to Rick Mattoon, Senior Economist and Economic Advisor at the Federal Reserve Bank of Chicago. In January 2017, he noted that Illinois has continued to lag the nation and the rest of the Midwest during the recession and recovery, with job growth being about 20% of what is being seen in surrounding states. The University of Illinois' Institute of Government and Public Affairs (IGPA) is projecting only incremental growth for Champaign County employment, with about 400-500 new positions expected over the course of the coming year. Statewide underperformance in jobs does not bode well for growth in personal income tax revenues as they are calculated on a per capita basis. Fiscal years 2014 and 2015 showed growth, but FY2016 was down 8.5%, and the first three months of FY2017 are down 11.8% relative to the first quarter of 2016. Low inflation and employment stability supports a thesis for continued modest growth in sales and use taxes.

Additionally, Mr. Mattoon also commented about the fundamental problems with state finances that impact local government. These include:

- Two years without a full year state budget;
- A credit rating is that is the worst in the nation (160 basis points above triple A);

- Structural budget deficit (i.e. expenditures exceed revenues) since 2001;
- Accounts payable of \$10 billion; and
- Legacy liabilities including pensions of \$174 billion.

Potential solutions to these problems are complex and require several simultaneous actions (cuts to discretionary spending, increase in personal and corporate income taxes, expanded income and sales tax bases, etc.) if the budget gap is to be closed within ten years. Such solutions also don't account for dealing with the existing bill backlog so the likelihood of seeing any major improvements in the state's fiscal condition during the forecast period is low.

The County has seen the direct effects of the disarray in state finances. Reimbursements for state-funded programs such as child support enforcement or court services have been erratic or are many months behind schedule. Medicaid application processing delays require the county to finance patient care until the state finally catches up on its obligations, creating cash flow problems that also result in shortfalls in reimbursing County expenditures made on behalf of the nursing home.

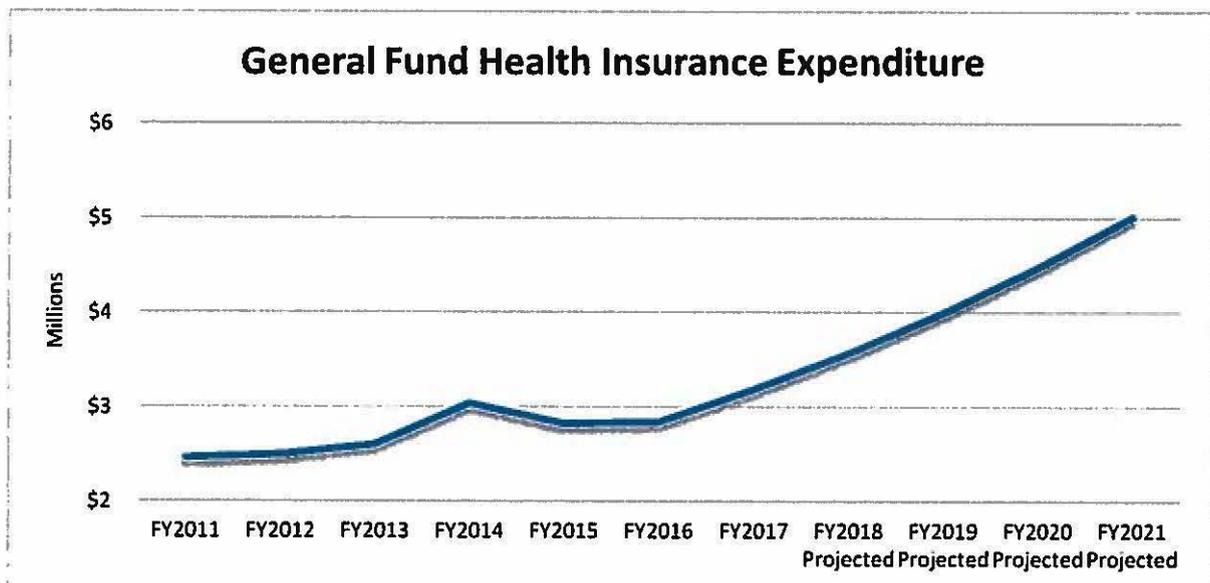
One bright spot is in the county real estate market. The Champaign County Association of Realtors reports that 2017 thus far has shown continued strength in home sale prices, with the average price in February at \$163,961, up 9.4% from \$149,898 in February 2016. The median sale price was up 11.5% year-over-year at \$145,000. According to Dr. Lawrence Yun, Senior Economist and Senior Vice-President of Research for the National Association of Realtors, interest in buying a home is at the highest level seen since the Great Recession. IGPA forecasts continuous growth of median prices in 2017 within a narrower and slightly smaller range compared with 2016. On a year-over-year basis, these gains will range from 2.1% to 6.9% for Illinois. Property taxes make up about one-third of General Fund revenues and are the second largest source of money after state-shared receipts. An improved trend in real estate sales will have a positive impact on assessed valuations and associated tax revenues in the near-term. However, real estate prices tend to follow the rate of inflation over the long-term so caution is warranted to avoid overly optimistic projections.

GENERAL FUND

Key Assumptions

Infrastructure Expenditures Require Debt Issuance. Critical facilities needs (\$4.2 million for roof replacements; \$750,000 for demolition of old nursing home; \$3 million for Sheriff's Office relocation and renovation) and the enterprise resource planning (ERP) system replacement (\$1.8 million) will require debt issuance for expenses exceeding available recurring revenues.

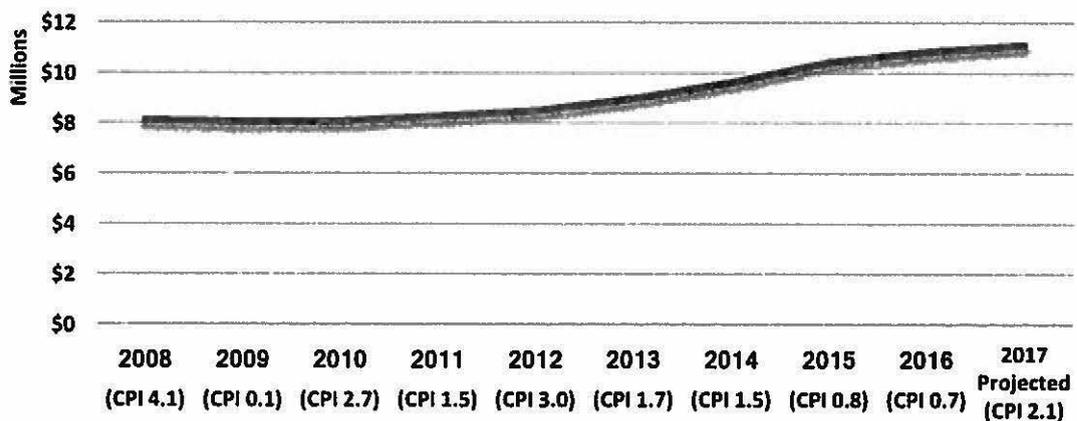
Health Insurance Premium Increases of 12% Annually. The increasing cost of health insurance is anticipated to put significant pressure on the General Fund. The county initially received a 51% premium increase for FY2017, although negotiations resulted in an actual increase of 11.6%. The premium for FY2018 is unknown at this time. Based on plan changes in 2017 which increased the employee deductible by \$500, improvement in claims in 2016 and continued efforts to negotiate increases in employee premium contributions, the forecast reflects a budgeted increase of 12%.



Property Tax Revenues Grow Modestly. The CPI for revenue year 2017 is 2.1%. Equalized Assessed Valuation for RY2017 will not be available until August. Levy growth for FY2018 is

projected at 2.6% assuming the legislature does not enact a property tax freeze. As it did in RY2016, the county should consider preparing the RY2017 levy to capture new growth revenue in the event of a favorable ruling in the hospital property tax case. This forecast excludes any new growth revenue associated with the hospital properties.

Property Tax Revenue RY2008-RY2017

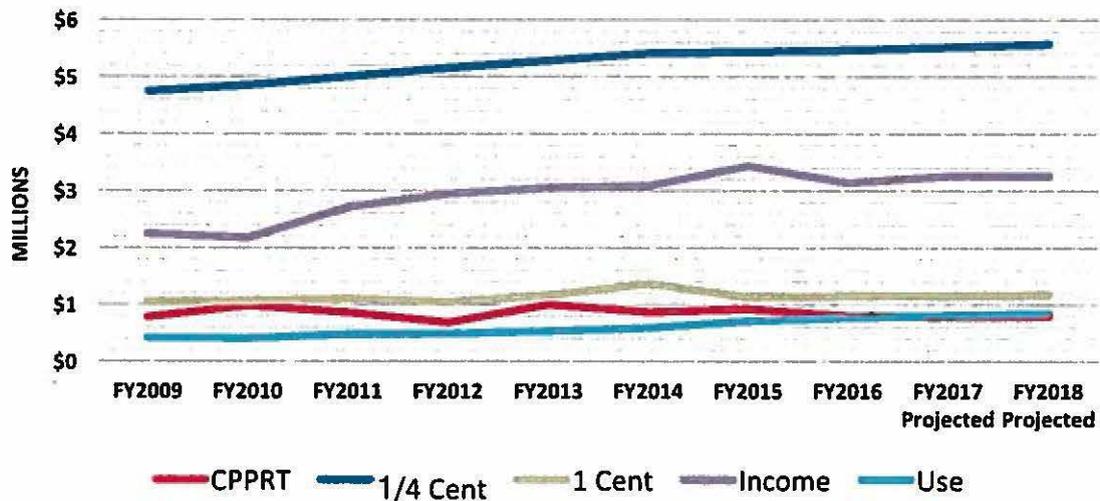


State-shared Revenue Performance Remains Flat to Slightly Positive. State-shared revenue is the number one contributor to General Fund receipts. In FY2016 the county experienced funding delays for salary reimbursement and support enforcement contracts. Additionally, the fiscal condition of the State of Illinois is a likely contributor to declining income tax revenue and flat to slightly positive sales tax performance. Implementation of the Illinois Department of Revenue’s new accounting software has impaired the ability of the county to accurately forecast state shared revenues. IDOR has given very little explanation regarding the altered revenue receipt patterns. Furthermore, the county continues to await the department’s plan for the recapture of misallocated Personal Property Replacement Taxes; total liability is approximately \$122,000.

Income tax revenue is believed to be overstated by \$98,000 in FY2017. State forecasts indicate that income tax receipts necessitate a major downward revision. Income tax and state reimbursement are forecasted as flat for FY2019-FY2021. We have assumed that reimbursement formulas will not deteriorate over the forecast period.

The 1-Cent and ¼-Cent sales tax are forecasted to reflect moderate growth in FY2017-FY2021. Following declining and flat revenues in FY2015, growth in FY2016 was 2% and 0.7% respectively. Over the past six months, the 1-Cent has reflected positive growth; however, the ¼-Cent continues to show volatility. This forecast conservatively projects growth for these taxes to be 1.2% (1-Cent) and 1% (¼-Cent).

State Shared Revenue



Criminal Justice Reform and Fines and Bond Forfeitures Revenues. In FY2016 there was a \$212,000 drop, or 23% decline, in this revenue stream. Further research indicates that this is likely the result of local changes to policing and adjudication practices. The forecast assumes flat growth in FY2017-FY2021; however, further deterioration in revenues is possible. The Governor’s Office and the General Assembly have been considering criminal justice reform proposals that could negatively impact this revenue stream.

Nursing Home and General Fund Financial Impact. Debt service reimbursement for the general obligation bond for remediation work on the nursing home did not occur in FY2016 and is assumed to not occur in FY2017, although it is likely that the sale of the home would allow for eventual reimbursement. The forecast anticipates reimbursement in fiscal years 2018-2021 enabled through funds generated from the sale of the home and possible early debt retirement. Payment for General Fund services provided to the Nursing Home did not occur in FY2016 and is not projected in the 2017-2021 forecast.

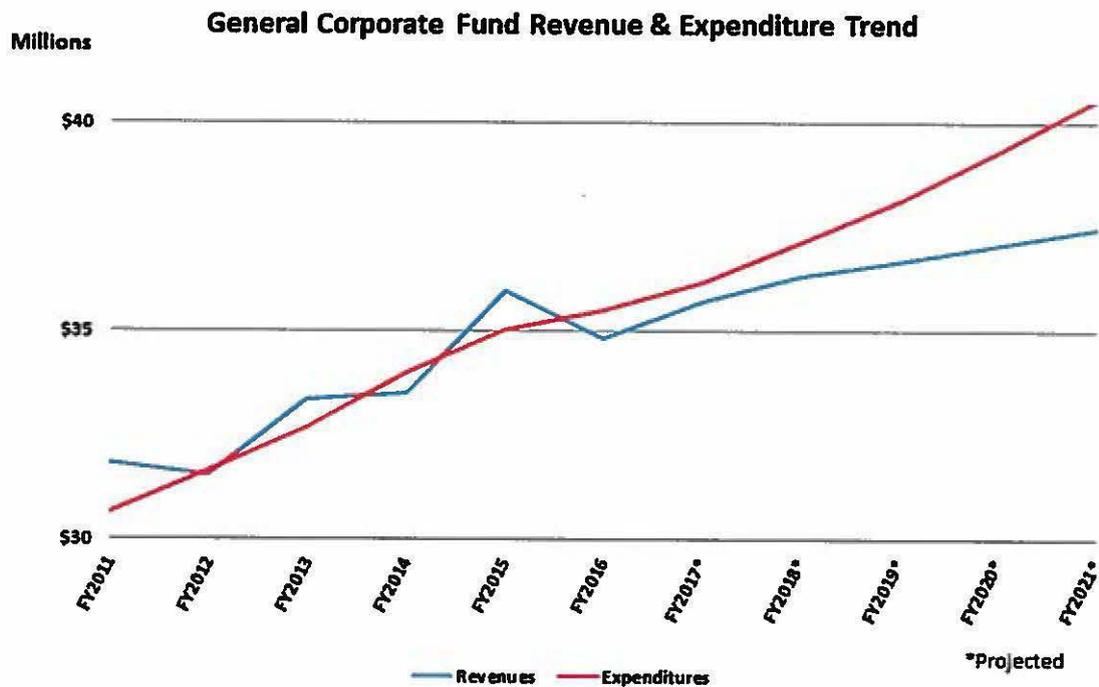
In September 2016, the General Fund loaned the Nursing Home \$282,802 for replacement of the boiler system. The twelve-month loan principal balance has been reduced by \$56,000 due to a Department of Commerce and Economic Opportunity (DCEO) grant received by the county. It is expected that the home will be unable to pay the outstanding loan in September; therefore, the County Board must choose to either extend or forgive the loan. Forecast assumptions reflect an extension of the loan in order to avoid any impact to the General Fund balance.

No New Unfunded Mandates or Restrictions on Revenue. The major concern for local government presently is the possibility of a property tax freeze. Many such proposals are currently on the legislative docket in the General Assembly; however, a freeze would likely be tied to an increase in state income tax rates. As always, the legislature may create obligations for local government without providing any corresponding revenue. Last year for example, the Illinois Supreme Court overturned a statute that included increases in county-paid juror compensation rates. The removal of this unfunded mandate resulted in a net reduction of nearly \$182,000 in recurring costs for the FY2017 budget. However, a revised version of this statute or similar initiatives of the General Assembly could arise at any time, placing additional, unexpected burdens upon the county's General Fund.

Adjudication of the Hospital Property Tax Case. The county expects any ruling in this case to sustain the county's position on tax exemptions. However, if the courts rule against us, it could require Champaign County to return previously collected taxes to Carle Foundation Hospital and Presence Covenant Medical Center. The potential General Fund liability is approximately \$808,000. The county has reserved \$294,000 from a distribution of TIF surplus funds to partially offset this liability.

General Fund Conclusion

Revenue to Expenditure Deficit. Restricted and underperforming revenues, growing expenditures, state budget uncertainty, and short-term sustainability of the Nursing Home will make it vital but increasingly difficult for the county to align expenses to revenues. The following chart reflects the assumptions previously stated, and clearly indicates a pattern of expenditure growth that exceeds revenue growth. It should be noted that accurately forecasting revenues and expenditures beyond FY2018 is difficult and meant to reflect trends rather than exact amounts.



This graph of General Fund revenues and expenditures shows that after FY2017, a structural budget deficit emerges as growth in revenues is unable to meet growth in expenditures. The primary driver of the deficit is the uncontained increase of health insurance premiums but is also due in part to wage increases.

Fund Balance Projections. The county ended FY2016 with an unaudited fund balance of 12.9% of expenditure fund balance, which complies with the county's financial policies. The FY2017 budget was prepared with an anticipated revenue to expenditure deficit of \$150,000 for capital expenditures associated with ADA improvements. This fiscal year, the fund balance will be impacted by the establishment of a separate fund for Foreclosure Mediation Services. Foreclosure mediation fees of \$52,000 are included in the General Fund balance. Due to reporting requirements, a separate fund will be established for these services at the request of the Circuit Court and with the approval of the Auditor's Office.

Based on the previously described budget transfer and revised revenue and expenditure projections, including unreimbursed debt service, the FY2017 revenue to expenditure deficit is projected to be \$452,644, which positions the fund balance at 11.3% of FY2017 expenditures. Fulfillment of the debt service reimbursement and payment for General Fund services provided to the Nursing Home would improve the fund balance position bringing it to approximately 12.4% of expenditures. Based on forecast assumptions, failure to achieve balanced budgets will cause continued deterioration of the fund balance in fiscal years 2018-2021 as reflected in the table below.

	FY2017	FY2018	FY2019	FY2020	FY2021
Revenues	\$ 35,724,771	\$ 36,336,791	\$ 36,703,391	\$ 37,085,082	\$ 37,474,123
Expenditures	\$ 36,177,414	\$ 37,164,268	\$ 38,168,568	\$ 39,344,702	\$ 40,588,428
Rev./Exp. Difference	\$ (452,644)	\$ (827,477)	\$ (1,465,177)	\$ (2,259,620)	\$ (3,114,306)
Projected Fund Bal.	\$4,091,691	\$3,264,214	\$1,799,038	(\$460,582)	(\$3,574,888)
Fund Balance	11.3%	8.8%	4.7%	-1.2%	-8.8%

PUBLIC SAFETY SALES TAX FUND

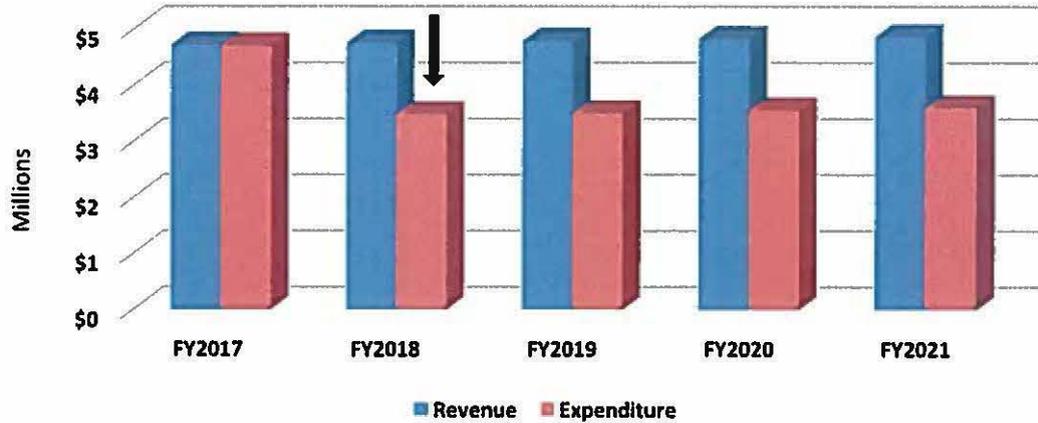
Key Assumptions

Modest Revenue Growth. FY2015 and FY2016 exhibited flat to slightly declining revenues for this ¼-Cent tax which is not collected on the sale of registered vehicles. Fiscal years 2010-2014 averaged growth in the 2% range while five and ten-year averages reflect 1% growth. FY2017 revenues may be slightly overstated; however, a revenue positive budget, expenditure savings for a refunded bond, and elimination of maintenance fees for unutilized justice system technology should offset any loss of revenue. The forecast projects 0.75% growth.

Debt Service. The county has five public safety sales tax alternate revenue bonds which will be paid in full by the end of FY2028. In FY2016 the county refunded Series 2007A generating annual savings over the life of the issue. A final payment for Series 2000 will be made in FY2017 freeing up approximately \$1.2 million in public safety sales tax funds in FY2018. Due to debt service growth accumulating to \$140,000 over the following four fiscal years, the county should cautiously structure utilization of this available revenue to ensure adequate funds to fulfill the debt service obligations.

Expenditures and Board Approved Initiatives. Per ordinances adopted by the County Board in 1998 and subsequently revised in 2003, this tax revenue supports public safety related programming, justice system technology, and partial funding for the annual maintenance costs of public safety buildings.

Public Safety Sales Tax



This chart shows the availability of public safety sales tax revenues in FY2018. These funds will provide the county with an opportunity to address the deferred maintenance needs of public safety buildings and implement technology improvements. Eligible projects would include the relocation of the Sheriff to a renovated portion of the ILEAS building, required roof replacements at the County Courthouse and Adult Detention Center, and partial funding for the Enterprise Resource Planning (ERP) system replacement.

Final Thoughts

This financial forecast shows that a growing gap between revenues and expenditures is very likely in consideration of the current economic environment coupled with the dysfunction in state government and its impact upon shared revenues.

As with many governmental entities, Champaign County has addressed its budgetary challenges in recent years through fiscal conservatism and restraint upon growth of commodities and services expenditures to maintain compliance with County financial policies. Unfortunately, in view of the emerging structural deficit, this strategy appears to have reached the point of insufficiency to maintain the necessary alignment between revenues and expenditures that will keep the county government on a sound financial footing.

In moving forward, it will be necessary to take a hard look at the services provided by Champaign County and establish a prioritization for those services to determine appropriate funding levels within the constraints of our financial capacity. The cooperation of department heads and elected officials will be vital to achieving the most beneficial outcome from the decision-making process. The County Administrator budget recommendations that are forthcoming will provide some suggested actions to be taken that will offer a reasoned approach to determining these priorities.

Prepared by:



Richard S. Snider
County Administrator



Tamara S. Ogden
Deputy County Administrator of Finance

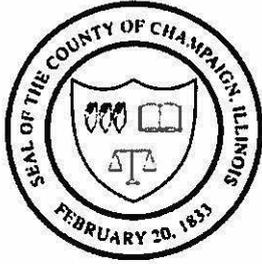


**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE
Summary of Action Taken at the April 3, 2017 Meeting**

**MEMBERS PRESENT:
MEMBERS ABSENT:**

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	6:30 p.m.
II. Roll Call	5 committee members present
III. Approval of Agenda	Approved
IV. Approval of Minutes – March 7, 2017	Approved
V. Public Participation	None
VI. Communications	None
VII. Request approval of updated FY17 Capital Asset Projects	Approved
VIII. Request approval of Mental Health Board & Developmental Disabilities Board Lease	<i>*RECOMMEND COUNTY BOARD APPROVAL of the Mental Health & Developmental Disabilities Board Lease</i>
IX. Facilities Director's Report	
A. Update on DCEO Grants for CCNH Boiler Replacement and Brookens Boiler Replacement	Information Only
B. Update on Dobbins Downs playground removal	
C. Update on Coroner's Office, Election Supply Storage, Physical Plant Generator Project	
D. Update on ILEASE mold report	
X. Other Business	None
XI. Chair's Report	
A. Future Meeting – Tuesday, May 2, 2017	Information Only
B. Tours of Satellite Jail – Meet in the Satellite Jail parking lot	Information Only
XII. Designation of Items to be placed on the Consent Agenda	VIII
XIII. Adjournment	6:55 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 April 6, 2017 Meeting

Committee members present: Esry, Goss, Hiser, King, Petrie, Rector

Committee members absent: Patterson

	<u>Actions Taken</u>
I. Call to Order	6:30 p.m.
II. Roll Call	6 committee members present
III. Approval of Agenda/Addenda	Approved as distributed
IV. Approval of Minutes	
A. ELUC Committee meeting – March 9, 2017	Approved as distributed
V. Public Participation	Bobbi Johnson Ken Johnson Victor Fuentes
VI. Communications	Esry, Petrie, Snider
VII. <u>For Information Only</u>	
A. Update on Landscape Waste Burning	None
B. Online Registration Opens April 3, 2017 for Upcoming Residential Electronics Collection	None
VIII. <u>Items to be Approved by ELUC</u>	
A. Annual Renewal of Recreation & Entertainment License	
i. Champaign County Fair Association Annual License for Champaign County Fairgrounds, 1302 North Coler Avenue, Urbana, including the Champaign County Fair July 21 – July 29, 2017	Approved
ii. Lake of the Woods Bar & Liquors, 204 South Prairieview Road, Mahomet. 3/16/17 – 12/31/17	Approved
B. A Proposed Feasibility Study for a Champaign County Land Bank	Approved
IX. <u>Items to be Recommended to the County Board</u>	
A. An Intergovernmental Agreement Between Champaign County, Illinois, and Will County, Illinois	*RECOMMEND COUNTY BOARD APPROVAL the Intergovernmental Agreement
B. Contractor, Coordinator, and Host site Agreement: 2017 Residential Electronics Collections	*RECOMMEND COUNTY BOARD APPROVAL of the Contractor, Coordinator, and Host Site Agreement

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**

April 6, 2017
 Page 2

- C. An Intergovernmental Agreement: 2017 Residential Electronics Collection Events cost-Sharing Agreement Between the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy
- D. Zoning Case 830-AM-16. Request by petitioners Traci Lipps and Victor Fuentes, d.b.a. Lipps Family, Inc., d.b.a. Willow Creek Farm, to amend the Zoning Map to change the zoning district designation from the AG-1 Agriculture Zoning district to the AG-2 Agriculture Zoning District on a 37 acre tract of land in order to authorize the remodeling of existing farm buildings for the establishment of an Event Center as a combination "Private Indoor Recreational Development" and "Outdoor Commercial Recreational Enterprise" as a Special use Permit authorized by the Zoning Board of appeals in related Zoning Case 831-S-16 on six of the 37 acres, subject to special conditions of approval, all on land located in the Southwest Quarter of the Northeast Quarter of Section 36 of Somer Township in Township 20 North, Range 9 East of the Third Principal Meridian and commonly known as the farmstead located on 766 CR 1850 North, Urbana.

***RECOMMEND COUNTY BOARD APPROVAL the Intergovernmental Agreement**

RECOMMEND COUNTY BOARD APPROVAL Zoning Case 830-AM-16

- | | |
|--|--|
| <ul style="list-style-type: none"> X. Monthly Reports <ul style="list-style-type: none"> A. February 2017 XI. Other Business XII. Chair's Report XIII. Designation of Items to be Placed on Consent Agenda XIV. Adjournment | <p>Received and placed on file</p> <p>None</p> <p>None</p> <p>IXA, IXB, & IXC</p> <p>8:03 p.m.</p> |
|--|--|

****Denotes Inclusion on the Consent Agenda***

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**ORDINANCE NO. 990
ORDINANCE AMENDING ZONING ORDINANCE
FOR A ZONING MAP AMENDMENT ON CERTAIN PROPERTY**

830-AM-16

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation for approval, and forwarded to this Board Zoning Case 830-AM-16;

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

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

1. That Resolution No. 971, *The Zoning Ordinance of the County of Champaign, Illinois*, be amended by reclassifying from AG-1 Agriculture Zoning District to AG-2 Agriculture Zoning District on the following described real estate:

A 37 acre tract in Somer Township in the Southwest Quarter of the Northeast Quarter of Section 36 of Township 20 North, Range 9 East of the Third Principal Meridian and commonly known as the farmstead located at 1766 CR 1850 North, Urbana.
2. That the reclassification of the above described real estate be subject to the following conditions:
 - A. The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.
3. That the boundary lines of the Zoning Map be changed in accordance with the provisions hereof

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of April, A.D. 2017.

SIGNED:

ATTEST:

Pius Weibel, Chair
Champaign County Board

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

COMMITTEE OF THE WHOLE
Finance/ Policy, Personnel, & Appointments/Justice & Social Services
County of Champaign, Urbana, Illinois
Summary of Action Taken Tuesday, April 11, 2017

<u>Agenda Items</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 as Amended
IV. <u>Approval of Minutes</u> A. March 14, 2017	Approved
V. <u>Public Participation</u>	Steve Moser, Evelyn Thomas, Jeff Suits, Steven Herriott, David Laker, Richard Kruidenier, Jim Clayton, Dee Guilianni, Belden Fields, Dottie Vura-Weiss, Patch Adams, Spencer Haydary, Scott Tapley, George Hardelede, Dorothy Johnson, Tee Jones, Jennifer Putman, Danielle Chynowetyh, Stephanie Fortado, Adani Sanchez, Bobbie Trist, Laura Haber
VI. <u>Communications</u>	Goss read statements from Constituents Parsons and Doenitz into the record. Cowart provided information regarding funeral services for Mr. Carter. Mitchell discussed Visit Champaign County. Alix asked that he be contacted via email if needed and not phone.
VII. <u>Justice & Social Services</u> A. <u>Racial Justice Task Force Update Presentation</u>	RJTF member Ryan Hughes gave an update regarding the RJTF activities and discussed a possible extension for the final report to the County Board.
B. <u>Monthly Reports</u> 1. Animal Control – February 2017 2. Emergency Management Agency – March 2017 3. Head Start – March 2017 4. Probation & Court Services – February 2017 5. Public Defender – February 2017 6. Veterans’ Assistance Commission – February 2017 & March 2017	All reports received and placed on file.
C. <u>Other Business</u>	None
D. <u>Chair’s Report</u>	None
VIII. <u>Policy, Personnel, & Appointments</u> A. <u>Appointments/Reappointments</u> <i>(italics indicate incumbent)</i> 1. Appointment of County Board Member from District 1 to Replace John Jay	*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Appointing Brooks Marsh as a County Board member from District 1 to Replace John Jay

Committee of the Whole
Finance; Policy, Personnel, & Appointments; Justice & Social Services
Summary of Action Taken April 11, 2017
Page 2

2. Fire Protection Districts –Term 5/1/2017-4/30/2020
- Broadlands-Longview – *Brian Thode*
 - Eastern Prairie – *Linda Kates*
 - Edge-Scott – *Jeremy Delanty*
 - Ivesdale – *Denny Jayne*
 - Ludlow - *Rodney Loschen*
 - Ogden-Royal – *James Vickers*
 - Philo – *Kevin Chalmers*
 - St. Joseph-Stanton – *Howard Marsh*
 - Sangamon Valley – *David Bright*
 - Thomasboro – *William Kurth*
 - Windsor Park – *Ruth Mitchell*
 - Scott – *J. Chris Karr*
 - Sadorus – *William Eckerty*
 - Tolono – *Ann M. Jack Haluzak*
- *RECOMMEND COUNTY BOARD APPROVAL of Resolutions Appointing members to their Respective Fire Protection Districts, Term 5/1/2017-4/30/2020**
- B. County Board of Health
1. Request Approval of an Ordinance Amending Fees Under the Health Ordinance of Champaign County
- Deferred Until May 9, 2017 Committee of the Whole Meeting
- C. Sheriff
1. Proclamation Designating the Week of May 7th as National Correctional Officer Week
- *RECOMMEND COUNTY BOARD APPROVAL of a Resolution Designating the Week of May 7th as National Correctional Officer Week**
2. Proclamation Designating the Week of May 14th as National Police Week
- *RECOMMEND COUNTY BOARD APPROVAL of a Resolution Designating the Week of May 14th as National Police Week**
- D. County Clerk
1. March 2017 Report
- Received and placed on file
- E. County Administrator
1. Administrative Services Monthly Report – March 2017
- Received and placed on file
- F. Other Business
1. Appointment of Jon Rector to the County Facilities Committee to Replace Jim Goss
- *RECOMMEND COUNTY BOARD APPROVAL of a Resolution Appointing Jon Rector to the County Facilities Committee to Replace Jim Goss**
- G. Chair's Report
- None
- H. Designation of Items to be Placed on the Consent Agenda
- A-2; C1-2; F1
- IX. Finance
- A. Treasurer
1. Monthly Report – March 2017
- Received and placed on file
2. Resolution Authorizing the County Board Chair to Assign Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel 14-023-0094
- *RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing the County Board Chair to Assign Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel 14-023-0094**

Committee of the Whole
Finance; Policy, Personnel, & Appointments; Justice & Social Services
Summary of Action Taken April 11, 2017
Page 3

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> 3. Resolution Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase, Permanent Parcel 30-21-03-304-014, 015 4. Resolution Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase, Permanent Parcel 91-21-10-382-029 5. Resolution Authorizing the Execution of a Deed of Conveyance of the County's Interest or Cancellation of the Appropriate Certificate of Purchase, Permanent Parcel 92-21-16-329-002 | <p>*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Authorizing the Execution of a Deeds of Conveyance of the County's Interest or Cancellation of the Appropriate Certificates of Purchase, Permanent Parcels 30-21-03-304-014, 015; 91-21-10-382-029; and 92-21-16-329-002</p> | |
| <p>B. <u>Auditor</u></p> <ul style="list-style-type: none"> 1. Monthly Report – March 2017 2. Update Concerning Champaign County Nursing Home Accounts Payable | | <p>Received and placed on file
 Received and placed on file</p> |
| <p>C. <u>Nursing Home</u></p> <ul style="list-style-type: none"> 1. Monthly Financial Report 2. Nursing Home Action Plan <i>(Discussion Only)</i> | | <p>Received and placed on file
 Received and placed on file</p> |
| <p>D. <u>County Administrator</u></p> <ul style="list-style-type: none"> 1. Five-Year Financial Forecast for General Corporate & Public Safety Sales Tax Funds 2. Cable/Video Service Provider Fee Ordinance 3. Resolution Abating Taxes on File for Refunded and Retired Bonds | | <p>Deferred to County Board Meeting</p> <p>*RECOMMEND COUNTY BOARD APPROVAL of an Ordinance Establishing Cable/Video Service Provider Fee</p> <p>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Abating the Taxes Heretofore Levied to Pay the Principal of and Interest on the General Obligation Bonds, Series 2003, and General Obligation Refunding Bonds, Series 2004A, of the County of Champaign, Illinois</p> |
| <p>E. <u>Other Business</u></p> | | <p>None</p> |
| <p>F. <u>Chair's Report</u></p> | | <p>None</p> |
| <p>G. <u>Designation of Items to be Placed on the Consent Agenda</u></p> | | <p>A2-5; D2-3</p> |
| <p>X. <u>Other Business</u></p> <ul style="list-style-type: none"> A. Approval of Closed Session Minutes of March 14, 2017 B. *Closed Session pursuant to 5 ILCS 120/2(c)11 to consider litigation which is pending on behalf of Champaign County | | <p>Approved as Amended</p> <p>Removed from Agenda</p> |
| <p>XI. <u>Adjournment</u></p> | | <p>10:25 p.m.</p> |

RESOLUTION NO. 9926

PAYMENT OF CLAIMS AUTHORIZATION

April, 2017

FY 2017

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$5,526,992.58 including warrants 556636 through 557975; 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 \$5,526,992.58 including warrants 556636 through 557975 is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April, A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 9927

PURCHASES NOT FOLLOWING PURCHASING POLICY

April 2017

FY2017

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

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the purchases not following purchasing policy as presented by the Champaign County Auditor on April 20, 2017 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

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

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

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#IPO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
CREDIT CARD PURCHASES PAID WITHOUT RECEIPT						
** Sheriff	080-040-522.06	VR#040-135	03/22/17	Post Office postage 2/28	Visa Cardmember Services	\$ 29.40
** Probation Services Fund	618-052-533.79	VR#618-080	03/27/17	Huraches Moroleon food 2/24	Visa Cardmember Services	\$ 21.38
FY2016 PAYMENTS MADE IN FY2017						
** Circuit Court	080-031-533.03	VR#031-078	03/09/17	Attorney service 10/12-12/19/16	Pam Burnside	\$ 343.75
** Circuit Court	080-031-533.03	VR#031-082	03/16/17	Attorney service 12/21-30/16	Diana Lenik	\$ 125.00
** Circuit Court	080-031-533.03	VR#031-083	03/16/17	Attorney service 11/30-12/6/16	James Dedman	\$ 218.75
** Circuit Court	080-031-533.03	VR#031-084	03/16/17	Attorney service 11/20-25/16	Pam Burnside	\$ 197.50
** Sheriff	080-040-533.94	VR#040-114	03/07/17	Towing 6/9/16	Reynolds Towing Service	\$ 65.00
** Nursing Home	081-410-533.20	VR#044-064	01/18/17	Property insurance December	Illinois Counties Risk Mgmt	\$ 9,219.25
** Nursing Home	081-415-533.31	VR#044-109	02/20/17	Electric utility 12/20-31/16	Ameren Illinois	\$ 2,746.68
** Nursing Home	081-410-533.07	VR#044-195	02/27/17	December expenses	Management Performance Assoc	\$ 220.03
** Nursing Home	081-various	VR#044-247	03/09/17	Drugs for August '16	Uvanta of Central Illinois	\$ 18,144.20
** Nursing Home	081-430-533.06	VR#044-299	03/09/17	Rehab mtg services Mar-Oct'15	Christie Clinic	\$ 9,000.00
** Nursing Home	081-410-513.21	VR#044-308	03/09/17	Employee screens Mar-Apr'16	Carle	\$ 1,430.00
** Nursing Home	081-430-534.83	VR#044-309	03/09/17	Medical Services 1/19/16	Carle	\$ 206.50
** Nursing Home	081-430-533.22	VR#044-316	03/09/17	Lab charges May'16	Carle Foundation Hospital	\$ 792.89
** Nursing Home	081-425-533.86	VR#044-324	03/09/17	Fire damper certification 9/2/16	A & R Mechanical Contractors	\$ 8,673.78
** Nursing Home	081-410-513.21	VR#044-337	03/09/17	Employee physicals Jun'16	Carle Foundation Hospital	\$ 1,100.00
** Nursing Home	081-410-533.85	VR#044-356	03/09/17	Copier service May'16	Xerox	\$ 649.57
** Nursing Home	081-410-513.21	VR#044-361	03/09/17	Employee physicals Jul'16	Carle Foundation Hospital	\$ 900.00
** Nursing Home	081-410-533.85	VR#044-383	03/09/17	Copier service Jun'16	Xerox	\$ 649.57
** Nursing Home	081-410-533.85	VR#044-384	03/09/17	Copier service Jul'16	Xerox	\$ 649.57
** Nursing Home	081-var-533.07	VR#044-388	03/09/17	Therapy service 7/1-15/16	Healthpro Therapy Services	\$ 29,983.53
** Nursing Home	081-var-533.07	VR#044-389	03/09/17	Therapy service 7/16-31/16	Healthpro Therapy Services	\$ 26,684.90
** Nursing Home	081-430-533.22	VR#044-392	03/09/17	Lab charges Aug'16	Carle Foundation Hospital	\$ 929.88
** Nursing Home	081-425-533.86	VR#044-393	03/09/17	Boiler repairs 9/9/16	Davis Houk Mechanical	\$ 1,217.86
** Nursing Home	081-410-513.21	VR#044-399	03/09/17	Employee physicals Aug'16	Carle Foundation Hospital	\$ 1,600.00
** Nursing Home	081-425-533.86	VR#044-404	03/09/17	Boiler check 9/14/16	A & R Mechanical Contractors	\$ 102.00
** Nursing Home	081-430-522.44	VR#044-405	03/09/17	Nursing equipment 9/8/16	Direct Supply Equipment	\$ 500.98
** Nursing Home	081-425-533.86	VR#044-406	03/09/17	HVAC maintenance Sep-Nov'16	Entec Services Inc	\$ 1,585.00
** Nursing Home	081-425-533.86	VR#044-412	03/09/17	Boiler repair 9/29/16	A & R Mechanical Contractors	\$ 51.00
** Nursing Home	081-410-533.07	VR#044-422	03/09/17	Medicaid application srvc Sep'16	Hennelly, Jacob, Quinlan & Assoc	\$ 1,000.00
** Nursing Home	081-425-533.40	VR#044-426	03/09/17	Vehicle bulb 9/21/16	United Access of Campaign	\$ 56.80
** Nursing Home	081-415-533.36	VR#044-427	03/09/17	Recycling collection 7/1-9/30/16	Community Resource Inc	\$ 486.00
** Nursing Home	081-410-513.21	VR#044-430	03/09/17	Employee physicals Sep'16	Carle Foundation Hospital	\$ 1,900.00
** Nursing Home	081-430-522.44	VR#044-431	03/09/17	Nursing equipment 10/5/16	Direct Supply Equipment	\$ 245.95
** Nursing Home	081-410-533.07	VR#044-440	03/09/17	Temp employment 10/9/16	Spherion Staffing	\$ 5,000.00
** Nursing Home	081-430-533.51	VR#044-441	03/09/17	Medical equip rental 9/1-30/16	Advacare Systems Inc	\$ 255.00

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
** Nursing Home	081-425-544.29	VR#044-443	03/09/17	Kitchenette electrical 10/7/16	Davis Houk Mechanical	\$ 272.50
** Nursing Home	081-430-534.83	VR#044-449	03/09/17	Medical service 10/3/15-1/9/16	Carle Foundation Hospital	\$ 570.50
** Nursing Home	081-425-533.86	VR#044-451	03/09/17	HVAC maintenance Oct-Dec'16	Entec Services Inc	\$ 1,585.00
** Nursing Home	081-425-533.86	VR#044-458	03/09/17	Roof repair 10/7/16	Advanced Commercial Roofing	\$ 475.46
** Nursing Home	081-425-533.86	VR#044-460	03/09/17	Water heater repair 9/9/16	Davis Houk Mechanical	\$ 1,210.92
** Nursing Home	081-425-533.40	VR#044-472	03/09/17	Vehicle maintenance 10/21/16	United Access of Champaign	\$ 560.00
** Nursing Home	081-410-533.03	VR#044-482	03/09/17	Attorney service 9/8-26/16	Heyl, Royster, Voelker & Allen	\$ 4,500.50
** Nursing Home	081-410-533.07	VR#044-484	03/09/17	Shredding Oct'16	Triad Shredding Corp	\$ 145.00
** Nursing Home	081-415-522.93	VR#044-487	03/09/17	Housekeeping supplies 11/2/16	Chemical Maintenance	\$ 146.40
** Nursing Home	081-425-533.86	VR#044-488	03/09/17	Water heater repair 11/3/16	Davis Houk Mechanical	\$ 356.75
** Nursing Home	081-410-533.07	VR#044-495	03/09/17	Medicaid application srvc Oct'16	Hennelly, Jacob, Quinlan & Assoc	\$ 1,000.00
** Nursing Home	081-430-533.51	VR#044-498	03/09/17	Medical equip rental 10/1-31/16	Advacare Systems Inc	\$ 263.50
** Nursing Home	081-425-533.42	VR#044-502	03/09/17	Wheel chair accessories 9/22/16	Direct Supply Equipment	\$ 802.99
** Nursing Home	081-425-533.42	VR#044-511	03/09/17	Equipment maintenance 9/22/16	Direct Supply Equipment	\$ 390.26
** Nursing Home	081-420-533.91	VR#044-512	03/09/17	Laundry service 9/30-11/2	Elsbo	\$ 615.42
** Nursing Home	081-425-534.76	VR#044-515	03/09/17	Concrete walkway repair 10/27/16	Schomburg Construction	\$ 960.00
** Nursing Home	081-425-533.86	VR#044-516	03/09/17	Egress exit device 11/11/16	Security Door & Hardware Co	\$ 2,900.00
** Nursing Home	081-410-533.03	VR#044-517	03/09/17	Attorney service 10/18-31/16	Meade Roach & Annulis LLP	\$ 1,200.00
** Nursing Home	081-430-533.07	VR#044-520	03/09/17	Med records consult 8/27-11/20	Greenberg & Associates Inc	\$ 682.40
** Nursing Home	081-425-533.86	VR#044-528	03/09/17	Generator maintenance 11/18/16	Cummins Crosspoint	\$ 3,086.51
** Nursing Home	081-410-various	VR#044-529	03/09/17	Advertising & late fee Nov'16	Dex Media	\$ 546.35
** Nursing Home	081-430-522.44	VR#044-539	03/09/17	Medical equipment 9/30/16	Carle Medical Supply	\$ 650.00
** Nursing Home	081-430-534.83	VR#044-542	03/09/17	Medical service 9/9-23/16	Christie Clinic	\$ 43.78
** Nursing Home	081-425-533.86	VR#044-544	03/09/17	Test backflow 11/30/16	Davis Houk Mechanical	\$ 875.00
** Nursing Home	081-440-522.93	VR#044-545	03/09/17	December calendars 11/30	Dean's Superior Blueprint	\$ 26.25
** Nursing Home	081-410-various	VR#044-546	03/09/17	Advertising & late fee Oct'16	Dex Media	\$ 608.50
** Nursing Home	081-450-various	VR#044-547	03/09/17	Food & supplements 10/24-11/5	Healthcare Services Group	\$ 2,856.24
** Nursing Home	081-410-533.03	VR#044-553	03/09/17	Attorney service 10/18-31/16	Polsinelli Shughart PC	\$ 767.54
** Nursing Home	081-410-533.07	VR#044-561	03/09/17	Consulting service Nov'16	Stricklin & Associates	\$ 666.66
** Nursing Home	081-410-533.07	VR#044-562	03/09/17	Shredding Nov'16	Triad Shredding Corp	\$ 145.00
** Nursing Home	081-430-534.83	VR#044-564	03/09/17	X-rays Nov'16	Biotech X-Ray Inc	\$ 400.00
** Nursing Home	081-450-522.var	VR#044-567	03/09/17	Food & equipment 11/5-19/16	Healthcare Services Group	\$ 3,586.59
** Nursing Home	081-430-533.51	VR#044-572	03/09/17	Equipment rental Nov'16	Advacare Systems Inc	\$ 255.00
** Nursing Home	081-430-522.93	VR#044-573	03/09/17	Drainage kit 12/12/16	CareFusion 2200 Inc	\$ 617.35
** Nursing Home	081-450-534.11	VR#044-578	03/09/17	Dietary billing 11/1-15/16	Healthcare Services Group	\$ 28,031.28
** Nursing Home	081-410-533.03	VR#044-579	03/09/17	Attorney service 11/8/16	Meade Roach & Annulis LLP	\$ 375.00
** Nursing Home	081-447-533.07	VR#044-585	03/09/17	Respiratory therapy 12/6-9/16	PEL/VIP Medical Staffing	\$ 715.22
** Nursing Home	081-447-533.07	VR#044-586	03/09/17	Respiratory therapy 12/13-16/16	PEL/VIP Medical Staffing	\$ 914.27
** Nursing Home	081-430-533.07	VR#044-588	03/09/17	MDS & DON contract 12/5-11/16	Tobin & Associates Inc	\$ 2,116.40
** Nursing Home	081-430-533.07	VR#044-589	03/09/17	MDS & DON contract 12/12-18/16	Tobin & Associates Inc	\$ 2,116.40
** Nursing Home	081-410-533.07	VR#044-590	03/09/17	Shredding Dec'16	Triad Shredding Corp	\$ 145.00
** Nursing Home	081-450-534.11	VR#044-591	03/09/17	Dietary billing 11/16-30/16	Healthcare Services Group	\$ 28,031.28
** Nursing Home	081-425-533.86	VR#044-605	03/09/17	Water heater repair 12/22/16	Davis Houk Mechanical	\$ 2,873.16
** Nursing Home	081-410-various	VR#044-606	03/09/17	Advertising & late fee Dec'16	Dex Media	\$ 553.90
** Nursing Home	081-420-533.91	VR#044-609	03/09/17	Laundry service 11/2-12/2/16	Elsbo	\$ 545.61
** Nursing Home	081-447-533.07	VR#044-612	03/09/17	Respiratory therapy 12/20-23/16	PEL/VIP Medical Staffing	\$ 536.57
** Nursing Home	081-410-533.07	VR#044-618	03/09/17	Consult service Dec'16	Stricklin & Associates	\$ 666.66

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
** Nursing Home	081-425-533.86	VR#044-619	03/09/17	Electrical repair 12/30/16	Aladdin Electric	\$ 794.19
** Nursing Home	081-425-533.86	VR#044-624	03/09/17	Boiler repair 11/15/16	A & R Mechanical Contractors	\$ 153.00
** Nursing Home	081-415-533.36	VR#044-627	03/09/17	Recycling 10/1-12/31/16	Community Resource Inc	\$ 486.00
** Nursing Home	081-447-533.07	VR#044-631	03/09/17	Respiratory therapy 12/27-30/16	PELVIP Medical Staffing	\$ 585.05
** Nursing Home	081-430-533.07	VR#044-632	03/09/17	MDS contract 12/19-25/16	Tobin & Associates Inc	\$ 1,200.00
** Nursing Home	081-430-534.83	VR#044-633	03/09/17	X-rays 11/10-12/29/16	Biotech X-Ray Inc	\$ 480.00
** Nursing Home	081-430-533.07	VR#044-636	03/09/17	MDS & DON contract 12/26-31/16	Tobin & Associates Inc	\$ 1,958.20
** Nursing Home	081-420-533.91	VR#044-637	03/09/17	Laundry service 12/2-31/16	Elsbo	\$ 581.61
** Nursing Home	081-430-533.06	VR#044-638	03/09/17	Doctor service Feb'16	Carle Physician Group	\$ 250.00
** Nursing Home	081-430-533.06	VR#044-639	03/09/17	Doctor service Mar'16	Carle Physician Group	\$ 250.00
** Nursing Home	081-430-533.06	VR#044-640	03/09/17	Doctor service Apr'16	Carle Physician Group	\$ 250.00
** Nursing Home	081-430-533.06	VR#044-641	03/09/17	Doctor service May'16	Carle Physician Group	\$ 250.00
** Nursing Home	081-430-533.06	VR#044-642	03/09/17	Doctor service Aug'16	Carle Physician Group	\$ 250.00
** Nursing Home	081-430-533.06	VR#044-643	03/09/17	Doctor service Oct'16	Carle Physician Group	\$ 250.00
** Nursing Home	081-430-533.06	VR#044-644	03/09/17	Doctor service Dec'16	Carle Physician Group	\$ 250.00
** Nursing Home	081-430-533.51	VR#044-649	03/09/17	Equipment rental Dec'16	Advacare Systems Inc	\$ 263.50
** Nursing Home	081-430-533.07	VR#044-651	03/09/17	Transportation Dec'16	Champ Co Area Rural Transit	\$ 40.00
** Nursing Home	081-430-533.07	VR#044-656	03/09/17	Med records consult 11/21-12/31	Greenberg & Associates Inc	\$ 462.43
** Nursing Home	081-410-533.29	VR#044-659	03/09/17	Matrixcare faxing Dec'16	Matrixcare	\$ 70.60
** Nursing Home	081-410-533.03	VR#044-660	03/09/17	Attorney service 12/14-19/16	Meade Roach & Annulis LLP	\$ 1,162.50
** Nursing Home	081-410-534.61	VR#044-667	03/09/17	Bed tax Jul'16	IL Dept of Healthcare & Fam Srv	\$ 32,456.00
** Nursing Home	081-410-534.61	VR#044-668	03/09/17	Bed tax Aug'16	IL Dept of Healthcare & Fam Srv	\$ 32,365.00
** Nursing Home	081-410-533.07	VR#044-674	03/09/17	S. Berkey services Apr-Jul'16	RSM US Product Sales LLP	\$ 9,377.00
** Nursing Home	081-430-533.51	VR#044-691	03/20/17	Air mattress 12/1-31/16	Kreg Therapeutics Inc	\$ 278.00
** Nursing Home	081-410-534.37	VR#044-701	03/20/17	Finance charges Aug-Sep'16	McCormick Commercial Service	\$ 77.26
** Nursing Home	081-425-534.76	VR#044-702	03/20/17	Concrete walkway repair 11/3/16	Schomburg Construction	\$ 856.59
** Nursing Home	081-430-533.51	VR#044-708	03/21/17	Equipment rental 12/21/16	Carle Medical Supply	\$ 259.60
** Mental Health	090-053-533.29	VR#053-103	03/22/17	Comcast internet 12/18-31/16	Visa Cardmember Service	\$ 54.94
** Public Properties	080-071-533.34	VR#071-159	03/08/17	Pest control 9/29/16	Ecolab	\$ 116.30
** Public Properties	080-071-533.31	VR#071-183	03/09/17	Electric utilities 12/21-31/16	Constellation Newenergy Inc	\$ 4,181.40
** ADA Compliance	080-072-533.02	VR#072-001	03/10/17	ADA improvements Dec'16	Bailey Edward Design Inc	\$ 2,627.00
** County Highway	083-060-533.49	VR#083-166	03/15/17	Veh safety inspection 12/21/16	Dedicated Diesel Service	\$ 40.00
** County Motor Fuel Tax	085-060-544.02	VR#083-014	03/06/17	Lincoln Ave work 11/28/16	City of Urbana	\$ 98.00
** Township Motor Fuel Tax	086-060-533.48	VR#086-008	03/06/17	Snow wing rental 12/30/16	Larry's Service Center	\$ 3,270.00
** Early Childhood Fund	104-var-534.68	VR#104-579	03/16/17	Pizza for policy council 11/10/16	Monical Pizza Corporation	\$ 78.53
** Early Childhood Fund	104-var-534.68	VR#104-580	03/16/17	Pizza for policy council 12/7/16	Monical Pizza Corporation	\$ 78.53
** Early Childhood Fund	104-835-533.06	VR#104-621	03/21/17	Dental service 5/11/16	Smile Healthy	\$ 163.00
** Early Childhood Fund	104-835-533.06	VR#104-622	03/21/17	Dental service 9/21/16	Smile Healthy	\$ 30.00
** Early Childhood Fund	104-835-533.06	VR#104-623	03/21/17	Dental service 12/7/16	Smile Healthy	\$ 209.00
** Early Childhood Fund	104-835-533.06	VR#104-624	03/21/17	Dental service 12/14/16	Smile Healthy	\$ 30.00
** Early Childhood Fund	104-805-533.06	VR#104-625	03/21/17	Dental service 12/14/16	Smile Healthy	\$ 20.00
** Early Childhood Fund	104-835-533.06	VR#104-626	03/21/17	Dental service 12/14/16	Smile Healthy	\$ 20.00
** Early Childhood Fund	104-835-533.06	VR#104-627	03/21/17	Dental service 12/14/16	Smile Healthy	\$ 40.00
** Early Childhood Fund	104-835-533.06	VR#104-628	03/21/17	Dental service 12/14/16	Smile Healthy	\$ 20.00
** Early Childhood Fund	104-835-533.06	VR#104-629	03/21/17	Dental service 10/19/16	Smile Healthy	\$ 40.00
** Early Childhood Fund	104-835-533.06	VR#104-630	03/21/17	Dental service 10/12/16	Smile Healthy	\$ 30.00
** Early Childhood Fund	104-835-533.06	VR#104-631	03/21/17	Dental service 10/12/16	Smile Healthy	\$ 20.00

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
** Early Childhood Fund	104-605-533.06	VR#104-632	03/21/17	Dental service 10/12/16	Smile Healthy	\$ 20.00
** Early Childhood Fund	104-605-533.06	VR#104-633	03/21/17	Dental service 10/12/16	Smile Healthy	\$ 30.00
** Early Childhood Fund	104-835-533.06	VR#104-634	03/21/17	Dental service 10/12/16	Smile Healthy	\$ 20.00
** Early Childhood Fund	104-835-533.06	VR#104-635	03/21/17	Dental service 9/25/16	Smile Healthy	\$ 20.00
** Early Childhood Fund	104-835-533.06	VR#104-636	03/21/17	Dental service 9/21/16	Smile Healthy	\$ 163.00
** Early Childhood Fund	104-835-533.06	VR#104-637	03/21/17	Dental service 7/15/16	Smile Healthy	\$ 20.00
** Early Childhood Fund	104-835-533.06	VR#104-638	03/21/17	Dental service 1/27/16	Smile Healthy	\$ 202.00
** Workforce Development	110-763-535.07	VR#110-392	03/15/17	CPR supplies 12/15/16	Tabitha Berg	\$ 22.75
** Self-Funded Insurance	081-var-513.04	VR#119-013	02/22/17	NH FY16 work comp bill 1/6 PR	CCT-Self-Fund Ins Fund 476	\$ 6,083.34
** Probation Services Fund	618-052-533.50	VR#618-065	03/08/17	Facility rental 12/22	City of Urbana	\$ 100.00
** Health-Life Insurance	620-120-513.16	VR#620-045	03/15/17	HRA transfer 3/15 for PY16	CCT-Flexible Spending Acct	\$ 2,342.84
** Health-Life Insurance	620-120-513.16	VR#620-048	03/22/17	HRA transfer 3/22 for PY16	CCT-Flexible Spending Acct	\$ 4,012.55
** Health-Life Insurance	620-120-513.16	VR#620-052	03/29/17	HRA transfer 3/29 for PY16	CCT-Flexible Spending Acct	\$ 697.52

***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

Richard S. Snider
County Administrator



Brookens Administrative Center
1776 East Washington Street
Urbana, Illinois 61802

12 April 2017

OFFICE OF THE
COUNTY ADMINISTRATOR

MEMORANDUM

TO: Honorable Members of the Champaign County Board

FR: Rick Snider, County Administrator

RE: Land Bank Feasibility Study

The County is considering whether it should participate in a consortium with the Cities of Champaign and Urbana, and the Village of Rantoul, to create a regional land bank. A typical land bank is formed "to promote economic growth through the acquisition, assembly and disposal of public property, including tax reverted property, in a coordinated manner to foster the development of that property, and to promote and support land bank operations at the county and local levels."

Land banks support infill development, utilizing existing vacant or distressed properties within an urban area for residential and commercial purposes. In my mind, it makes sense to repurpose unused properties and support community development rather than greenfield projects in a boundary area where infrastructure doesn't exist and must be created at significant cost. Furthermore, in Champaign County, a further goal might be to conserve productive farmland for agricultural purposes.

The County is responsible for the disposal of several properties each year that it acquires through tax sales and other means. The land bank offers an alternative to the normal process of working with the Treasurer and State's Attorney Office to manage the marketing and sale of the property. A land bank potentially would be a more cost-effective and beneficial way to address this issue.

Before proceeding, we wish to engage a consultant to perform a feasibility study to determine how the land bank would be structured for our area. The County has been approached with a proposal for the study, the costs of which would be shared four ways with Champaign, Urbana, and Rantoul. The County's share of the cost is approximately \$4340. The proposal has received the support of the Environment and Land Use Committee.

REQUESTED ACTION

The County Board approves the budget amendment for \$4340 to participate in a land bank feasibility study using a portion of a refunded assessment funds.

RESOLUTION NO. 9953

BUDGET AMENDMENT

April 2017
FY 2017

WHEREAS, The County Board has approved the following amendment to the FY2017 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2017 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2017 budget.

Budget Amendment #17-00006

Fund: 080 General Corporate
Dept. 075 General County

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
533.07 Professional Services	
	Total \$4,340
Increased Revenue:	
369.90 Other Misc. Revenue	
	Total \$14,858

REASON: Receive Refund for Special Assessment in St. Joseph Thomas Paine Drainage District #3 and Increase Appropriations for a Feasibility Study for a Champaign County Land Bank, Approved by ELUC on 4/6/2017

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 17-00006

FUND 080 GENERAL CORPORATE

DEPARTMENT 075 GENERAL COUNTY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-075-533.07 PROFESSIONAL SERVICES	34,560	34,560	38,900	4,340
TOTALS	34,560	34,560	38,900	4,340

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-075-369.90 OTHER MISC. REVENUE	0	0	14,858	14,858
TOTALS	0	0	14,858	14,858

EXPLANATION: RECEIVE REFUND FOR SPECIAL ASSESSMENT IN ST. JOSEPH THOMAS PAINE DRAINAGE DISTRICT #3 AND INCREASE APPROPRIATIONS FOR A FEASIBILITY STUDY FOR A CHAMPAIGN COUNTY LAND BANK, APPROVED BY ELUC ON 4/06/2017.

DATE SUBMITTED: _____

AUTHORIZED SIGNATURE

** PLEASE SIGN IN BLUE INK **



APPROVED BY BUDGET & FINANCE COMMITTEE: _____

DATE: _____

RESOLUTION NO. 9921

RESOLUTION AWARDING OF CONTRACT FOR
THE REPLACEMENT OF A BRIDGE
LOCATED ON MONTICELLO ROAD
SECTION #16-00039-00-BR

WHEREAS, The following low bid was received at a Public Letting held on April 18, 2017 in Urbana, Illinois, for the replacement of a bridge on Monticello Road, Section #16-00039-00-BR:

TBD on April 18, 2017 - Contractor name and bid amount

WHEREAS, The County Engineer recommends to the County Board that the low bid be awarded; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Champaign County does hereby award the above listed bid to insert contractor name.

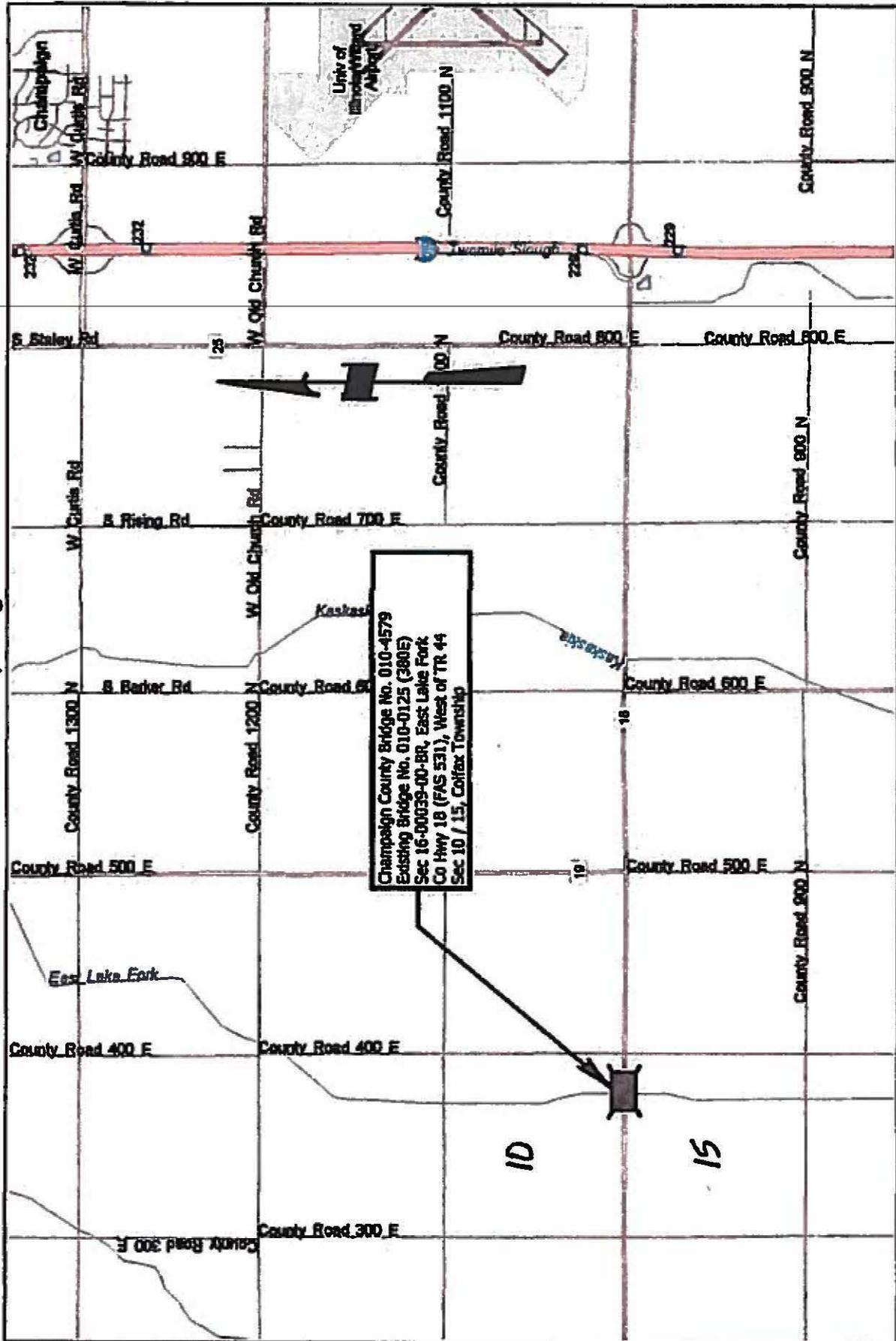
PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of April A.D., 2017.

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

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

Prepared by: Jeff Blue
County Engineer

SEC 16-00039-00-BR, Bridge No. 010-4579



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LOCATION MAP

RESOLUTION NO. 9922

**RESOLUTION AWARDING OF CONTRACT FOR
THE RECONSTRUCTION OF COUNTY ROAD 23
DEWEY - ELLIOTT ROAD
SECTION #14-00438-00-RS**

And

**AUTHORIZING THE COUNTY BOARD CHAIR TO
SIGN THE TRUCK ROUTE ACCESS PROGRAM AGREEMENT**

WHEREAS, The following low bid was received at a Public Letting held on April 18, 2017 in Urbana, Illinois, for the reconstruction of County Road 23 (Dewey-Elliott Road), Section #14-00438-00-RS:

TBD on April 18, 2017 - Contractor name and bid amount

WHEREAS, Champaign County Resolution 9855 established a Class II Designated Truck Route on County Highway 23; and

WHEREAS, The County Engineer recommends to the County Board that the low bid be awarded; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Champaign County does hereby award the above listed bid to TBD.

BE IT FURTHER RESOLVED, That the Chair of the County Board of Champaign County is hereby authorized to sign the Truck Access Route Program Agreement on behalf of Champaign County, and bind the County to the terms contained therein.

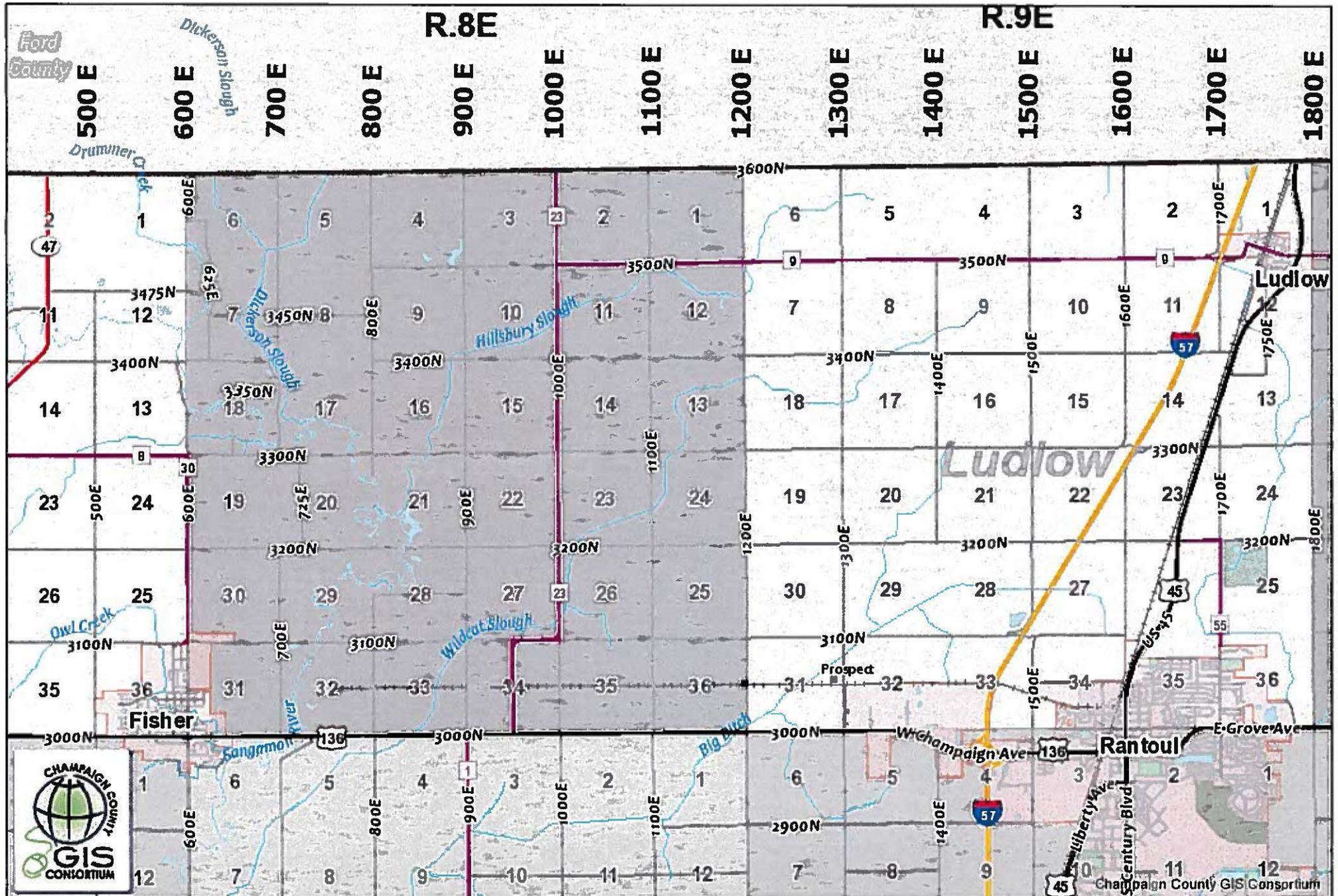
PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of April A.D., 2017.

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

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

Prepared by: Jeff Blue
County Engineer

County Road 23



This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site specific analysis or resolution of local matters. Users assume all risk, unless from the use or misuse of the map and information contained herein. The use of this map constitutes acknowledgment of the disclaimer.



Local Agency Champaign County Section 14-00438-00-RS	 Illinois Department of Transportation Truck Access Route Program (TARP) Agreement	Job Number - Construction C-95-308-17 Job Number - Engineering
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This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Elliot Road Route FAS 339 Lane Miles 13.02

Number of Eligible Intersections 0

Termini Ford County Line to US Route 136

Current Jurisdiction Champaign County

Project Description

Improve Roadway to provide for Class II or Class II truck route designation. TARP eligible portion from Ford County Line to Dewey.

Division of Cost

Type of Work	TARP (1)	LA (2)	Total
Participating Construction	540,000	1,860,000	2,400,000
Non-Participating Construction		200,000	200,000
Preliminary Engineering			0
Construction Engineering			0
			0
			0
TOTAL	\$540,000	\$2,060,000	\$2,600,000

Note

- 1/ It is mutually agreed that the STATE'S share of the PROJECT cost under the Truck Access Route Program shall be a lump sum amount of \$540,000 not to exceed 50% of the final construction cost, whichever is the lesser.
- 2/ Any remaining balance shall be the responsibility of the LA.

Upon award of the project and request of payment from the LA, the STATE will pay the LA its share of the project costs.

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE.
7. The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Exhibit B. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of truck route signing is included in estimated cost of the PROJECT.
8. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency Champaign County	Section 14-00438-00-RS
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
Exhibit A - Location Map
Exhibit B – 80,000lb Truck Route Resolution/Ordinance

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

C. Pius Weibel

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
998594206 conducting business as a Governmental
Entity.

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

Local Agency Champaign County	Section 14-00438-00-RS
----------------------------------	---------------------------

Memorandum

To: Champaign County Board
From: Rita Morocoima-Black, RPC/CUUATS Planning and Community Development Director
Zoe Keller, Champaign County Program Compliance and Oversight Monitor (PCOM)
Date: April 20th, 2017
Re: FY2018 Section 5311 Rural Public Transportation and Downstate Operating Assistance Program
Applications for Champaign County Area Rural Transit System (C-CARTS) Subject

BACKGROUND: To continue to receive rural public transportation operating funding, Champaign County is required to submit grant applications annually for FTA section 5311 (Rural Public Transportation) and IL Downstate Operating Assistance Program (DOAP). These grants are awarded based on the Illinois Department of Transportation's (IDOT) Fiscal Year (July 1, 2017 - June 30, 2018). In past years, the two applications were combined; however, due to the Grants Accountability and Transparency Act (GATA) regulations, the applications are now separate. The applications were prepared by RPC staff with input from CUMTD staff.

FY18 SECTION 5311 AND DOAP GRANT APPLICATION BUDGET

Allocated federal funding for FY2018 is \$153,871, while the awarded DOAP funding is \$845,717. Total available funding is \$999,588; however, the amount of DOAP funding that Champaign County and its operator can obtain will depend on their ability to source local match funding. In order to be realistic, the FY2018 budget is based on actual expenditures, and the amount of DOAP requested is \$566,385. This means the total federal and state request for FY2018 is \$720,256.

BUDGET VARIANCES

Each year a budget variances letter is submitted to IDOT explaining the reason for budget line item variances of 10% or greater. Below is a detailed summary of the budget variances from FY2017 to FY2018.

Contract Revenue (+22%): The FY17 budget included \$90,500 for the service contract with the Village of Rantoul, whereas the FY18 budget includes \$110,000 for this contract. The increase is due to the fact that the service contract did not begin until November 2016.

State Operating Assistance (-26%): IDOT suggested that the FY17 budget be inflated to use the entire DOAP appropriation, which was \$768,800. The FY18 budget is based on actual expenditures, per instruction from the Grants Accountability and Transparency Act (GATA), and utilizes \$566,385 in DOAP funds.

Leases and Rentals (-25%): The annual lease amount decreased from \$44,000 in FY17 to \$33,000 for FY18. C-CARTS was operating from a temporary site, and in March 2017 moved to its new location in the Maintenance Facility at CUMTD. This move reduced costs.

Miscellaneous Expenses (-96%): The FY17 budget was formulated to take advantage of the full DOAP appropriation, and the miscellaneous category was increased (\$263,000) to maintain a balanced budget. The FY18 budget includes \$10,000 for miscellaneous expenses, based on actual expenditures in previous years.

REQUESTED ACTION: Approve attached ordinance and resolutions as part of the Federal and State grant applications for Fiscal Year 2018 continued operation of Champaign County Area Rural Transit System (C-CARTS).

GRANTEE:

Federal 5311 Budget

FINANCIAL DATA

PROPOSED

FY 2018 BUDGET

Grantee Name

Prior to entering data please review notation at the bottom of the sheet

Exhibit B

REVENUES:

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
401.01	Full Adult Fare	\$0	\$40,000	\$40,000	
401.02	Senior Citizen Fares	0	\$20,000	20,000	
401.03	Student Fares	0	\$0	0	
401.04	Child Fares	0	\$0	0	
401.05	Disabled Rider Fares	0	\$0	0	
401.06	Parking Lot Fares	0	\$0	0	
401.99	Other Rider Fares	0	\$0	0	
402.00	Special Transit Fares	0	\$110,000	110,000	0
403.00	School Bus Service	0	\$0	0	0
404.00	Freight Tariffs	0	\$0	0	0
405.00	Charter Service Revenues	0	\$0	0	0
406.00	Auxiliary Revenues	0	\$0	0	0
407.01	Sales of Maintenance Service	0	\$0	0	0
407.02	Rental of Revenue Vehicles	0	\$0	0	
407.03	Rental of Buildings & Property	0	\$0	0	
407.99	Other Non-transportation Revenue	0	\$0	0	
408.00	Taxes Levied by Transit System	0	\$0		0
409.00	Local Cash Grants	0	\$0	0	0
410.01	Local Disabled Fare Assistance	0	\$0	0	0
410.02	Local Senior Fare Assistance	0	\$0	0	0
410.03	Local Student Fare Assistance	0	\$0	0	0
410.99	Other Local Special Fare Assistance	0	\$0	0	0
411.00	State Cash Grants	0	\$566,385		566,385
412.00	State Special Fare Assistance	0	\$0	0	0
413.00	Federal Cash Grants (Section 18)	0	\$153,871	153,871	
413.99	Other Federal Financial Assistance	0	\$0		
414.00	Interest Income	0	\$0	0	0
430.01	Contributed Services - Allowable	0	\$6,000	0	6,000
430.03	Contributed Services - Unallowable		\$0.00		
430.04	Contra Account for 430.03		\$0.00		
431.00	Contributed Cash	0	0	0	0
440.00	Subsidy From Other Sources	0	0	0	0
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
(Exclude grey areas from total)		\$0	\$742,385	\$170,000	\$572,385
TOTAL REVENUE 401 - 440					

PROPOSED

(continued)

Grantee Name

EXPENSES:

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>SECTION 5311 ADMINISTRATION (Proposed)</u>	<u>SECTION 5311 OPERATING (Proposed)</u>
LABOR:					
501.01	Operator's Salaries & Wages	\$0	\$309,125		\$309,125
501.02	Training Salaries & Wages	0	\$12,000	4,000	8,000
501.03	Dispatcher's Salaries & Wages	0	\$73,520		73,520
501.04	Administrative Salaries & Wages	0	\$48,210	48,210	
501.99	Other Salaries & Wages	0	\$0	0	0
	TOTAL	\$0	\$442,855	\$52,210	\$390,645
FRINGE BENEFITS:					
502.01	FICA	\$0	\$27,350	\$3,700	\$23,650
502.02	Pensions & Long Term Disability	0	\$47,000	6,400	40,600
502.03	Health Insurance	0	\$57,000	17,000	40,000
502.04	Dental Plans	0	\$0	0	0
502.05	Life Insurance	0	\$0	0	0
502.06	Short Term Disability	0	\$0	0	0
502.07	Unemployment Insurance	0	\$3,805	505	3,300
502.08	Worker's Compensation	0	\$18,652	102	18,550
502.09	Sick Leave	0	\$0	0	0
502.10	Holiday	0	\$0	0	0
502.11	Vacation	0	\$0	0	0
502.12	Other Paid Absence	0	\$23,000	0	23,000
502.13	Uniform Allowance	0	\$2,000	0	2,000
502.99	Other Fringe Benefits	0	\$0	0	0
	TOTAL	\$0	\$178,807	\$27,707	\$151,100
SERVICES:					
503.01	Management Services	\$0	\$0	\$0	\$0
503.02	Advertising Services	0	\$0	0	0
503.03	Professional & Technical Services	0	\$27,500	21,000	6,500
503.04	Temporary Services	0	\$0	0	0
503.05	Contract Maintenance	0	\$4,500	0	4,500
503.06	Custodial Services	0	\$0	0	0
503.07	Security Services	0	\$0	0	0
503.99	Other Services	0	\$0	0	0
	TOTAL	\$0	\$32,000	\$21,000	\$11,000

PROPOSED

(continued)

Grantee Name

EXPENSES:

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>SECTION 5311 ADMINISTRATION (Proposed)</u>	<u>SECTION 5311 OPERATING (Proposed)</u>
MATERIALS & SUPPLIES:					
504.01	Fuel & Lubricants Consumed	\$0	\$75,000		\$75,000
504.02	Tires & Tubes Consumed	0	\$7,200		7,200
504.03	Inventory Purchases	0	\$2,000	\$2,000.00	0
504.99	Other Materials & Supplies	0	\$60,000	\$3,000.00	57,000
	TOTAL	\$0	\$144,200	\$5,000	\$139,200
UTILITIES:					
505.02	Telephone	\$0	\$0	\$0	\$0
505.99	Other, i.e. Natural Gas, Electric, etc.	0	\$0	0	0
	TOTAL	\$0	\$0	\$0	\$0
CASUALTY & LIABILITY:					
506.01	Physical Damage Insurance	\$0	\$22,500	\$0	\$22,500
506.03	Liability & Property Insurance	0	\$0	0	0
506.04	Uninsured Settlements	0	\$8,000	0	8,000
506.05	Provisions for Uninsured Settlements	0	\$0	0	0
506.06	Recoveries of Settlements	0	\$0	0	0
506.08	Other Corporate Insurance	0	\$0	0	0
506.99	Other Insurance	0	\$0	0	0
	TOTAL	\$0	\$30,500	\$0	\$30,500
TAXES:					
507.00	TOTAL	\$0	\$0	\$0	\$0
PURCHASED TRANSPORTATION:					
508.00	TOTAL	\$0	\$0	\$0	\$0
MISCELLANEOUS:					
509.01	Dues & Subscriptions	\$0	\$0	\$0	\$0
509.02	Travel & Meetings	0	\$2,000	2,000	0
509.03	Bridge, Tunnel, & Highway Tolls	0	\$0	0	0
509.04	Entertainment Expense		\$0.00		
509.05	Charitable Donations		\$0.00		
509.06	Fines & Penalties		\$0.00		
509.07	Bad Debt Expense		\$0.00		
509.08	Advertising/Promotion Media	0	\$5,000	0	5,000
509.99	Other Miscellaneous Expense	0	\$3,000	0	3,000
	TOTAL (Excluding Grey Areas)	\$0	\$10,000	\$2,000	\$8,000

PROPOSED EXPENSES

(continued)

Grantee Name

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
INTEREST:					
511.01	Long Term Debt Obligation	\$0	\$0	\$0	\$0
511.02	Short Term Debt Obligation	0	0	0	0
	TOTAL	\$0	\$0	\$0	\$0
LEASES & RENTALS:					
512.01	Transit Way Structures, etc.	\$0	\$0		\$0
512.02	Passenger Stations	0	\$0		0
512.03	Passenger Parking Facilities	0	\$0		0
512.04	Passenger Revenue Vehicles	0	\$0		0
512.05	Service Vehicles	0	\$0		0
512.06	Operating Yards or Stations	0	\$33,000		33,000
512.07	Maintenance Facilities	0	\$0	0	0
512.10	Data Processing Facilities	0	\$0	0	0
512.11	Revenue Collection Facilities	0	\$0	0	0
512.12	Other Administrative Facilities	0	\$0	0	
	TOTAL	\$0	\$33,000	\$0	\$33,000
DEPRECIATION & AMORTIZATION					
513.00	TOTAL		\$0		
CONTRIBUTED SERVICES					
530.00	TOTAL		\$0		
INELIGIBLE EXPENSES					
550.00	TOTAL		\$0		
DIRECT EXPENSE SUB-TOTAL		\$0	\$871,362	\$107,917	\$763,445
ICR	Indirect Cost Rate	0.00%	\$0	\$0	\$0
* ICR should be zero unless supported by letter of approval.					
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
(Exclude grey areas from total)					
TOTAL EXPENSES 501 - 530 & ICR		\$0	\$871,362	\$107,917	\$763,445

Notation:

GRANTEE:

DOAP Budget
FINANCIAL DATA
PROPOSED

** IDOT Internal Use Only*

Exhibit B

FY 2017 BUDGET

REVENUES:

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>PROJECT INCOME (Proposed)</u>	<u>LOCAL MATCH (Proposed)</u>
401.01	Full Adult Fare	\$0	\$40,000	\$40,000	
401.02	Senior Citizen Fares	0	\$20,000	20,000	
401.03	Student Fares	0	\$0	0	
401.04	Child Fares	0	\$0	0	
401.05	Disabled Rider Fares	0	\$0	0	
401.06	Parking Lot Fares	0	\$0	0	
401.99	Other Rider Fares	0	\$0	0	
402.00	Special Transit Fares	0	\$110,000	110,000	
403.00	School Bus Service	0	\$0	0	0
404.00	Freight Tariffs	0	\$0	0	0
405.00	Charter Service Revenues	0	\$0	0	0
406.00	Auxiliary Revenues	0	\$0	0	0
407.01	Sales of Maintenance Service	0	\$0	0	0
407.02	Rental of Revenue Vehicles	0	\$0	0	
407.03	Rental of Buildings & Property	0	\$0	0	
407.99	Other Non-transportation Revenue	0	\$0	0	
408.00	Taxes Levied by Transit System	0	\$0		0
409.00	Local Cash Grants	0	\$0	0	
410.01	Local Disabled Fare Assistance	0	\$0	0	0
410.02	Local Senior Fare Assistance	0	\$0	0	0
410.03	Local Student Fare Assistance	0	\$0	0	0
410.99	Other Local Special Fare Assistance	0	\$0	0	0
411.00	State Cash Grants	0	\$566,385		566,385
412.00	State Special Fare Assistance	0	\$0	0	0
413.00	Federal Cash Grants (Section 18)	0	\$153,871	153,871	
413.99	Other Federal Financial Assistance	0	\$0		
414.00	Interest Income	0	\$0	0	0
430.01	Contributed Services - Allowable	0	\$6,000	0	6,000
430.03	Contributed Services - Unallowable		\$0.00		
430.04	Contra Account for 430.03		\$0.00		
431.00	Contributed Cash	0	0	0	0
440.00	Subsidy From Other Sources	0	0	0	0
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	PROJECT INCOME (Proposed)	LOCAL MATCH (Proposed)
(Exclude grey areas from total)		\$0	\$742,385	\$170,000	\$572,385
TOTAL REVENUE 401 - 440					

PROPOSED

(continued)

0

EXPENSES:

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>SECTION 5311 ADMINISTRATION (Proposed)</u>	<u>SECTION 5311 OPERATING (Proposed)</u>
LABOR:					
501.01	Operator's Salaries & Wages	\$0	\$309,125		\$309,125
501.02	Training Salaries & Wages	0	\$12,000	4,000	8,000
501.03	Dispatcher's Salaries & Wages	0	\$73,520		73,520
501.04	Administrative Salaries & Wages	0	\$48,210	48,210	
501.99	Other Salaries & Wages	0	\$0	0	0
	TOTAL	\$0	\$442,855	\$52,210	\$390,645
FRINGE BENEFITS:					
502.01	FICA	\$0	\$27,350	\$3,700	\$23,650
502.02	Pensions & Long Term Disability	0	\$47,000	6,400	40,600
502.03	Health Insurance	0	\$57,000	17,000	40,000
502.04	Dental Plans	0	\$0	0	0
502.05	Life Insurance	0	\$0	0	0
502.06	Short Term Disability	0	\$0	0	0
502.07	Unemployment Insurance	0	\$3,805	505	3,300
502.08	Worker's Compensation	0	\$18,652	102	18,550
502.09	Sick Leave	0	\$0	0	0
502.10	Holiday	0	\$0	0	0
502.11	Vacation	0	\$0	0	0
502.12	Other Paid Absence	0	\$23,000	0	23,000
502.13	Uniform Allowance	0	\$2,000	0	2,000
502.99	Other Fringe Benefits	0	\$0	0	0
	TOTAL	\$0	\$178,807	\$27,707	\$151,100
SERVICES:					
503.01	Management Services	\$0	\$0	\$0	\$0
503.02	Advertising Services	0	\$0	0	0
503.03	Professional & Technical Services	0	\$27,500	21,000	6,500
503.04	Temporary Services	0	\$0	0	0
503.05	Contract Maintenance	0	\$4,500	0	4,500
503.06	Custodial Services	0	\$0	0	0
503.07	Security Services	0	\$0	0	0
503.99	Other Services	0	\$0	0	0
	TOTAL	\$0	\$32,000	\$21,000	\$11,000

PROPOSED

(continued)

0

EXPENSES:

<u>Item</u>	<u>Description</u>	<u>AGENCY TOTAL (ALL TRANSIT)</u>	<u>SECTION 5311 TOTAL BUDGETED</u>	<u>SECTION 5311 ADMINISTRATION (Proposed)</u>	<u>SECTION 5311 OPERATING (Proposed)</u>
MATERIALS & SUPPLIES:					
504.01	Fuel & Lubricants Consumed	\$0	\$75,000		\$75,000
504.02	Tires & Tubes Consumed	0	\$7,200		7,200
504.03	Inventory Purchases	0	\$2,000	\$2,000.00	0
504.99	Other Materials & Supplies	0	\$60,000	\$3,000.00	57,000
	TOTAL	\$0	\$144,200	\$5,000	\$139,200
UTILITIES:					
505.02	Telephone	\$0	\$0	\$0	\$0
505.99	Other, i.e. Natural Gas, Electric, etc.	0	\$0	0	0
	TOTAL	\$0	\$0	\$0	\$0
CASUALTY & LIABILITY:					
506.01	Physical Damage Insurance	\$0	\$22,500	\$0	\$22,500
506.03	Liability & Property Insurance	0	\$0	0	0
506.04	Uninsured Settlements	0	\$8,000	0	8,000
506.05	Provisions for Uninsured Settlements	0	\$0	0	0
506.06	Recoveries of Settlements	0	\$0	0	0
506.08	Other Corporate Insurance	0	\$0	0	0
506.99	Other Insurance	0	\$0	0	0
	TOTAL	\$0	\$30,500	\$0	\$30,500
TAXES:					
507.00	TOTAL	\$0	\$0	\$0	\$0
PURCHASED TRANSPORTATION:					
508.00	TOTAL	\$0	\$0	\$0	\$0
MISCELLANEOUS:					
509.01	Dues & Subscriptions	\$0	\$0	\$0	\$0
509.02	Travel & Meetings	0	\$2,000	2,000	0
509.03	Bridge, Tunnel, & Highway Tolls	0	\$0	0	0
509.04	Entertainment Expense		\$0.00		
509.05	Charitable Donations		\$0.00		
509.06	Fines & Penalties		\$0.00		
509.07	Bad Debt Expense		\$0.00		
509.08	Advertising/Promotion Media	0	\$5,000	0	5,000
509.99	Other Miscellaneous Expense	0	\$3,000	0	3,000
	TOTAL (Excluding Grey Areas)	\$0	\$10,000	\$2,000	\$8,000

PROPOSED EXPENSES

(continued)

0

Item	Description	AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
INTEREST:					
511.01	Long Term Debt Obligation	\$0	\$0	\$0	\$0
511.02	Short Term Debt Obligation	0	0	0	0
	TOTAL	\$0	\$0	\$0	\$0
LEASES & RENTALS:					
512.01	Transit Way Structures, etc.	\$0	\$0		\$0
512.02	Passenger Stations	0	\$0		0
512.03	Passenger Parking Facilities	0	\$0		0
512.04	Passenger Revenue Vehicles	0	\$0		0
512.05	Service Vehicles	0	\$0		0
512.06	Operating Yards or Stations	0	\$33,000		33,000
512.07	Maintenance Facilities	0	\$0	0	0
512.10	Data Processing Facilities	0	\$0	0	0
512.11	Revenue Collection Facilities	0	\$0	0	0
512.12	Other Administrative Facilities	0	\$0	0	0
	TOTAL	\$0	\$33,000	\$0	\$33,000
DEPRECIATION & AMORTIZATION					
513.00	TOTAL		\$0		
CONTRIBUTED SERVICES					
530.00	TOTAL		\$0		
INELIGIBLE EXPENSES					
550.00	TOTAL		\$0		
DIRECT EXPENSE SUB-TOTAL		\$0	\$871,362	\$107,917	\$763,445
ICR	Indirect Cost Rate	0.00% \$0	\$0	\$0	\$0
		AGENCY TOTAL (ALL TRANSIT)	SECTION 5311 TOTAL BUDGETED	SECTION 5311 ADMINISTRATION (Proposed)	SECTION 5311 OPERATING (Proposed)
(Exclude grey areas from total)					
TOTAL EXPENSES 501 - 530 & ICR		\$0	\$871,362	\$107,917	\$763,445

Resolution Number 9923

Resolution Authorizing Application for Public Transportation Financial Assistance Under Section 5311 of the Federal Transit Act of 1991, as Amended (49 U.S.C. § 5311)

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF CHAMPAIGN COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2018, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Champaign County.

Section 2. That while participating in said operating assistance program the Champaign County Area Rural Transit System (C-CARTS) will seek available state and federal grants as well as other revenue for all required local matching funds.

Section 3. That the County Administrator of Champaign County is hereby authorized and directed to execute and file on behalf of Champaign County such application.

Section 4. That the County Administrator of Champaign County is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the County Administrator of Champaign County is hereby authorized and directed to execute and file on behalf of Champaign County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2018.

Section 6. That the County Administrator of Champaign County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2018.

PRESENTED and ADOPTED this 20th day of April, 2017.

(Signature of Authorized Official)

(Attest)

(Title)

(Date)

RESOLUTION NO. 9924
Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF CHAMPAIGN COUNTY:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, the Champaign County Board hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Champaign County Board on the 20th day of April, 2017.

Signed:

Attest:

C. Pius Weibel, Chair
Champaign County Board

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

SPECIAL WARRANTY ARRANGEMENT

For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects

PURSUANT TO SECTION 5333(b) OF TITLE 49 OF THE U.S. CODE, CHAPTER 53

January 3, 2011

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by Champaign County:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

- (1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an

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obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

- (2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.
- (3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.
- (4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with

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the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

- (5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.
- (5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either:
- 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.
- (5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient

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fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if post hearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

- (5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

- (6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.
- (6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where

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provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

- (6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

- (7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service prior to adverse effect	Period of protection equivalent period
1 day to 6 years	6 years
6 years or more	

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

- (7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority

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rights to secure another position in order to qualify for a dismissal allowance hereunder.

- (7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.
- (7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.
- (7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.
- (7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.
- (7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.
- (7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

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- (7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.
- (8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.
- (9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.
- (10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.
- (11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.
- (11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall

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assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

- (11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.
- (11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

- (12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.
- (12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

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- (12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.
- (13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 " " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 " " over	12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

- (13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.
- (14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee

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is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

- (15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.
- (15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.
- (15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.
- (15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is

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established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

- (16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

- (17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.
- (18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within

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ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;
 - (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;
 - (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.
- (19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.
- (20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- (21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a

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condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

- (22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.
- (23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.
- (24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.
- (25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

5333(b) Warranty Language Last Updated by US DOL: 9-29-14

**ORDINANCE NUMBER 989
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN CHAMPAIGN COUNTY, ILLINOIS**

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Champaign County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, this ordinance was previously adopted and is now being amended; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the Chair and the County Board of Champaign County that:

Section 1. Champaign County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of Champaign shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Administrator of Champaign County is hereby authorized and directed to execute and file on behalf of Champaign County a Grant Application to the Illinois Department of Transportation.

Section 5. That the County Administrator of Champaign County is hereby authorized and directed to execute and file on behalf of Champaign County all required Grant Agreements with the Illinois Department of Transportation.

Section 6. That upon adoption of this Ordinance, Ordinance 978 is hereby rescinded.

PREPARED, PASSED, APPROVED, and RECORDED by the Chair and the Board of Champaign County on the 20th day of April, 2017, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members _____

PRESENT _____

AYE _____

NAY _____

Signed:

Attest:

C. Pius Weibel, Chair
Champaign County Board

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

Revised:2/02/16

RESOLUTION NO. 9901

**RESOLUTION HONORING RETIRED COUNTY BOARD MEMBER
JOHN JAY**

WHEREAS, John Jay was sworn in as a Champaign County Board Member on December 2, 2002;
and

WHEREAS, John Jay has served the citizens of Champaign County as a representative of the Champaign County Board District 1 from December 2, 2002 until February 23, 2017; and

WHEREAS, during his tenure as a Champaign County Board Member John Jay served on the following Standing Committees: County Facilities from 2002-2012; Highway & Transportation from 2002-2017; Labor Committee in 2012; Litigation Committee from 2014-2017; and the Committee of the Whole from 2012-2017; and

WHEREAS, during his tenure as a Champaign County Board Member John Jay also served as an alternate liaison as the County Board's representative to the Regional Planning Commission Board from 2012-2014; and

WHEREAS, during his tenure as a Champaign County Board Member John Jay also served in a leadership role as the Vice-Chair of the Highway & Transportation Committee from 2004-2006; 2010-2012, and 2016-2017; as well as Vice-Chair of the County Facilities Committee from 2011-2012; and

WHEREAS, the Champaign County Board seeks to publicly recognize the commitment and dedication of John Jay who served the citizens of Champaign County as an elected official over a term of fifteen years;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board hereby recognizes the service of John Jay and the benefit that service brought to county government; and

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to John Jay in recognition of his years of service to the citizens of Champaign County.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of April A.D. 2017.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

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