

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois
Thursday, February 20, 2020 – 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. **Date/Time of Next Regular Meetings**
Standing Committees:
 - A. County Facilities Committee Meeting
Tuesday, March 3, 2020 @ 6:30 p.m.
Lyle Shields Meeting Room
 - B. Environment & Land Use Committee
Thursday, March 5, 2020 @ 6:30 p.m.
Lyle Shields Meeting Room
 - C. Highway & Transportation Committee Meeting
Friday, March 6, 2020 @ 9:00 a.m.
1605 E Main Street, Urbana
Committee of the Whole:
 - A. Justice & Social Services; Policy, Personnel & Appointments; Finance
Tuesday, March 10, 2020 @ 6:30 p.m.
Lyle Shields Meeting Room
County Board:
 - A. Regular Meeting
Thursday, March 19, 2020 @ 6:30 p.m.
Lyle Shields Meeting Room
 - B. Study Session – *Tentative*
Tuesday, March 24, 2020 @ 6:00 p.m.
Lyle Shields Meeting Room
- VII. **Public Participation**
- VIII. ***Consent Agenda** 1-68
- IX. **Communications**
- X. **Approval of Minutes** 69-73
 - A. January 23, 2020
- XI. **Litigation Committee**
 1. Joint closed session with the Board of Review pursuant to 5 ILCS 120/2(c)11 to consider litigation which is pending against Champaign County

2. Adoption of Resolution No. 2020-53 authorizing full and final release of all claims to include attorneys' fees, costs and expenses *(to be distributed)*
3. Adoption of Resolution No. 2020-54 authorizing full and final release of all claims to include attorneys' fees, costs and expenses *(to be distributed)*

XII. Standing Committees:

- A. County Facilities
Summary of Action Taken February 4, 2020 Meeting 74
- B. Environment and Land Use
Summary of Action Taken February 6, 2020 Meeting 75-78
 1. Adoption of Resolution No. 2020-47 approving contract for sale of County Property located at 1101 Carroll Avenue, Urbana 79-85
 2. ****Adoption of Ordinance No. 2020-1 amending zoning ordinance, zoning case 945-AT-19 86-89
 3. ****Adoption of Ordinance No. 2020-2 amending zoning ordinance, zoning case 946-AT-19 90-93
- C. Highway & Transportation
Summary of Action Taken February 7, 2020 Meeting 94-95

XIII. Areas of Responsibility

- Summary of Action Taken February 11, 2020 at Committee of Whole Meeting (Justice & Social Services; Finance; Policy, Personnel, & Appointments)* 96-99
- A. Policy, Personnel, & Appointments
 1. Adoption of Resolution No. 2020-25 establishing polling locations for the 2020-General Primary Election 100-106
 - B. Finance
 1. Adoption of Resolution No. 2020-28 supporting an extension of the East Mahomet Redevelopment Project Area Tax Increment financing district and authorizing the County Executive to sign a letter of support for the extension 107-109

XIV. New Business

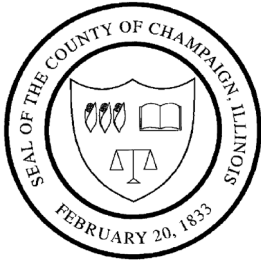
XV. Other Business

- A. Auditor
 1. Adoption of Resolution No. 2020-44 authorizing purchases not following purchasing policy 110-111
 2. Adoption of Resolution No. 2020-52 authorizing payment of claims 112

XVI. 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, February 20, 2020 - 6:30 p.m.

Lyle Shields Meeting Room, Brookens Administrative Center,
1776 E. Washington Street, Urbana, IL 61802

Consent Agenda Items

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A. Facilities

1. Adoption of Resolution No. 2020-29 approving award of contract to Johnson Controls pursuant to ITB 2020-002 for replacement of the Courthouse and JDC video security system replacement project 1

B. Environment and Land Use

1. Adoption of Resolution No. 2020-45 approving an agreement between the County of Champaign, Parkland College, and A-Team Recyclers with regard to 2020 residential electronics collections events 2-12
2. Adoption of Resolution No. 2020-46 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 2020 and an Illinois Environmental Protection Agency One-day Household Hazardous Waste Collection event in 2020 13-18
3. Adoption of Resolution No. 2020-48 approving an agreement between the County of Champaign and Brookfield Properties for an Illinois Environmental Protection Agency-sponsored one-day household hazardous waste collection event to be held on April 4, 2020 19-29
4. Adoption of Resolution No. 2020-49 opting-in to participate in the manufacturer e-waste program in 2021 under the Illinois Consumer Electronics Recycling Act 30
5. Adoption of Ordinance No. 2020-3 amending zoning ordinance, zoning case 948-AT-19 31-32
6. Adoption of Ordinance No. 2020-4 amending zoning ordinance for a zoning map amendment on certain property, 968-AM-19 33-35

C. Highway & Transportation

1. Adoption of Resolution No. 2020-30 approving appropriation of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501 36-38
2. Adoption of Resolution No. 2020-31 approving appropriation of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501 39-41
3. Adoption of Resolution No. 2020-32 approving appropriation of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501 42-44
4. Adoption of Resolution No. 2020-33 approving appropriation of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501 45-47
5. Adoption of Resolution No. 2020-34 appropriating \$75,000.00 from County Bridge Funds for the rehabilitation of structure #010-4269 County Road 00N Section #20-00087-00-BR 48-49
6. Adoption of Resolution No. 2020-35 appropriating \$400,000 from County Bridge funds for the replacement of structure #010-0224 County Road 13 Section #19-00077-00-BR 50-51
7. Adoption of Resolution No. 2020-36 appropriating \$100,000 from County Motor Fuel Tax Funds for the improvement of County Highway 32 Section #20-00086-00-BR 52-54

D. Policy, Personnel, & Appointments	
1. Adoption of Resolution No. 2020-50 appointing Dale Kirby to the Locust Grove Cemetery Association	55
2. Adoption of Resolution No. 2020-51 appointing Kay Grabow to the Champaign County Lincoln Legacy Committee	56
E. Justice and Social Services	
1. Adoption of Resolution No. 2020-24 honoring the life of Brian Kelly	57
F. Finance	
1. Adoption of Resolution No. 2020-40 budget amendment 20-00005 Fund 850 Geog Inf Sys Joint Venture / Dept 111 Operations & Administration Increased appropriations: \$39,856 Increased revenue: \$24,754 Reason: 2019 LiDAR acquisition project delayed due to unfavorable weather conditions. Amendment needed to cover costs from FY2020 budget. The majority of the expenditure to be paid with pass through of funds from the member agencies as reflected in requested revenue increases. Funds from the CCGISC Fund balance will be used for the remainder of the expenditure.	58
2. Adoption of Resolution No. 2020-41 authorizing budget amendment 20-00006 Fund 107 Geographic Inf System Fund / Dept 010 County Board Increased appropriations: \$6,187 Increased revenue: \$0 Reason: LIDAR project scheduled for FY2019 was incomplete due to unfavorable weather conditions requiring appropriation originally budgeted in FY19 to be re-appropriated in FY20. Unspent FY19 appropriation originally budgeted for \$20,000 is in fund balance. The County's contribution towards the project is \$6,187.	59
3. Adoption of Resolution No. 2020-39 authorizing budget amendment 19-00076 Fund 092 Law Library / Dept 074 Law Library Increased appropriations: \$2,265 Increased revenue: \$3,369 Reason: Requesting increase to cover unaccounted for invoices to be paid from fiscal year 2019.	60
4. Adoption of Resolution No. 2020-38 authorizing budget amendment 19-00075 Fund 080 General Corporate / Dept 042 Coroner Increased appropriations: \$15,262 Increased revenue: \$15,262 Reason: To cover end of fiscal year 2019 autopsy, toxicology and histology expenses. The increased expenditure is offset by increased revenue in the Coroner statutory fees and reimbursement of costs line items.	61
5. Adoption of Resolution No. 2020-37 authorizing budget amendment 19-00074 Fund 610 Working cash fund / Dept 026 County Treasurer Increased appropriations: \$2,025 Increased revenue: \$2,025 Reason: Increased interest earnings resulted in the need for the transfer to the general fund to be increased.	62
6. Adoption of Resolution No. 2020-42 authorizing budget amendment 20-00007 Fund 075 Regional Planning Comm / Dept 854 Smart Energy Design Assist Increased appropriations: \$25,000 Increased revenue: \$25,000 Reason: See attached	63

7. Adoption of Resolution No. 2020-43 authorizing budget transfer 19-00019 64
Fund 679 Child Advocacy Center / Dept 179 Child Advocacy Center
Total amount: \$1,550
Reason: Transfer of spending authority to pay for FY19 liability insurance costs

8. Adoption of Resolution No. 2020-26 authorizing for a loan to the General Corporate fund from the 65
Public Safety Sales Tax Fund

9. Adoption of Resolution No. 2020-27 abating certain taxes hereto levied to pay the principal of and 66-68
interest on various outstanding bonds of the County of Champaign, Illinois

RESOLUTION NO. 2020-29

RESOLUTION APPROVING AWARD OF CONTRACT TO JOHNSON CONTROLS.
PURSUANT TO ITB 2020-002 FOR REPLACEMENT OF THE COURTHOUSE AND JDC
VIDEO SECURITY SYSTEM REPLACEMENT PROJECT

WHEREAS, The ITB 2020-002 was released on December 04, 2019; and

WHEREAS, pursuant to the parameters and guidelines established by ITB 2020-002, the Facilities Committee recommended to the County Board on February 4, 2020 the award of contract to Johnson Controls in the amount of \$718,210.00; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the award of contract to Johnson Controls pursuant to ITB 2020-002 for the Courthouse and JDC Video Security System Replacement Project for the amount of \$718,210.00 and authorizes the County Executive to execute that agreement.

PRESENTED, PASSED, APPROVED, AND RECORDED this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2020 - 45

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN, PARKLAND COLLEGE, AND A-TEAM RECYCLERS WITH REGARD TO 2020 RESIDENTIAL ELECTRONICS COLLECTION EVENTS

WHEREAS, the County of Champaign is serving as coordinator for the Residential Electronics Collections scheduled to be held on May 16, 2020 and October 10, 2020; and

WHEREAS, the Champaign County Board was informed that the one-day residential electronics collections planned to occur in 2020 will be the only options available to residents of participating communities in Champaign County to bring their unwanted cathode-ray-tube televisions, wood console televisions of any size, or projection televisions for recycling at no cost to the resident; and

WHEREAS, Champaign County opted-in to participate in the manufacturers e-waste program for the Illinois Environmental Protection Agency Program Year 2020 under the Consumer Electronics Recycling Act (415 ILCS 151/); and

WHEREAS, an agreement has been prepared between the County of Champaign, Parkland College (as host site), and A-Team Recyclers, LLC (as collector) documenting the responsibilities of each of the parties with regard to the Residential Electronics Collection events to be held in 2020.

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorizes the County Executive to execute the Agreement between the County of Champaign, Parkland College, and A-Team Recyclers, LLC regarding the planned 2020 Residential Electronics Collection events.

PRESENTED, APPROVED, AND RECORDED this 20th day of February, A. D., 2020.

Geraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

**COLLECTOR, COORDINATOR, AND HOST SITE AGREEMENT
2020 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. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2020 Residential Electronics Collection events (“Coordinator”), A-Team Recyclers (“Collector”), 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 Collection events scheduled to occur on Saturday May 16, 2020, and on Saturday October 10, 2020.

Section 2. Collection Event Schedule

- 2-1. The Residential Electronics Collection events are scheduled to occur on Saturday, May 16, 2020 and on Saturday, October 10, 2020.
- 2-2. The advertised hours of the collection events will be 8:00 a.m. to 12:00 noon.

Section 3. Access to Host Site

- 3-1. The Coordinator event staff, and Collector will have access to the Applied Technology Center T121 storage bay and T107-T106 classroom after noon on the Friday prior to the May 16, 2020 event and after 4:00 p.m. on the Friday prior to the October 10, 2020 event for purposes of setting up. The Coordinator event staff, and Collector 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 Collector 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 Coordinator event staff and volunteers and Collector employees as a break room station between 6:00 a.m. and 5:00 p.m. on the day of the event. Coordinator event staff may stock the area with coffee, water, and other non-alcoholic drinks and food snacks. Coordinator 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 as follows, for each collection event:
 - A. To pay the Collector a one-time flat-rate collection fee of \$13,000.
 - B. To pay the Collector a prorated charge on the shortfall in weight not to exceed \$600, if the average collection event weight per shipment is below 18,000 pounds.

- C. To participate in promoting each event, indicating: a 4-TV limit per household; the need for residents to register online in advance 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. To implement, with municipal event sponsors, residents' use of an online reservation system in advance to schedule participation in the collection event.
- E. To provide sufficient event staff and volunteers at each 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, as may be possible, into designated on-site containers that are provided by the Coordinator or by the Host Site; and
 - 3) Unload vehicles dropping off items, and to assist in sorting these items into Gaylord boxes or to designated areas onsite, following sorting guidelines provided by the Collector at the collection event.

Section 5. Collector Services to be Provided

- 5-1. The Collector shall register as a Collector with the Illinois Environmental Protection Agency as required under law, and shall agree to fulfill all the collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (attached as Appendix A) with regard to the electronics devices collected at the planned collection events indicated in Section 2, during all times covered under this agreement.
- 5-2. For the one-time, flat-rate collection fee of \$13,000 to be charged to the Coordinator for each of the two events as described in Section 4, the Collector agrees to provide the services as listed below to the Coordinator at the planned collection events indicated in Section 2, that will take place at Lot M-4 of the Host Site premises of Parkland College, located at 2400 W. Bradley Avenue, Champaign, Illinois.
 - A. The Collector will pre-arrange with the Electronic Manufacturers Recycling Management Company, LLC ("MRM") to receive sufficient quantities of packaging materials, including Gaylords, shrink wrap, and pallets, from MRM so that the packaging materials are available for set-up and use at the Host Site at Lot M-4 of Parkland College prior to each collection event.
 - B. If the Collector uses any additional packaging materials not provided by MRM, it shall be at the Collector's own expense and that the additional packaging materials of a similar quality and type as those provided by MRM.
 - C. The Collector 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, for each event.

- D. The Collector will supply necessary staff at the Host Site on the day of each event no later than 7:00 a.m. to collect, sort, package, and transport accepted and collected electronics items.
 - E. Based on the best available information about each planned event to be provided by the Coordinator to the Collector, the Collector will arrange with the MRM-designated recycler in advance of each event to strive to provide a sufficient and accurate quantity of trucks or trailers to be present at the Host Site for loading at each event, and not overestimate the number of trucks or trailers needed to be present at each event for loading.
 - F. The Collector is responsible to supply necessary staff required for collecting, sorting, and packaging of collected residential CEDs in a manner consistent with the packaging instructions provided by MRM or MRM designee and in accordance with Collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (attached as Appendix A).
 - G. The Collector is responsible for loading the collected and properly packaged residential CEDs onto trailers or trucks and shall strive to ensure a full load at a net weight of 18,000 pounds per trailer or truck loaded.
- 5-3. The Collector agrees to collect, sort, package, and load into trucks to be provided onsite, the following accepted items (working and non-working) at each of the two events indicated in Section 2:
- 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 Collector will not accept the following unaccepted items at each of the two events indicated in Section 2:

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 Collector agrees to supply necessary staff at the Host Site on the day of each event no later than 7:00 a.m. to collect, sort, package, and transport accepted and collected electronics items.
- 5-6. The Collector 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 available for each event.
- 5-7. Except for the recyclable materials (e.g., cardboard and Styrofoam) and trash at each collection event which the Coordinator event staff and volunteers are able to divert and able to fit into the onsite Coordinator or Host Site containers provided at the Host-Site for subsequent recycling or removal, the Collector will accept and load the surplus remaining recyclable materials generated at each event (e.g., plastics, cardboard, and Styrofoam) and all surplus remaining trash generated at each event and remove those materials from the Host Site on the day of each event.
- 5-8. The Collector 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.
- 5-9. Before each event, the Collector staff will provide instruction to the event organizer regarding requested day-of-event onsite separation, sorting and packaging of collected electronics waste by Coordinator event staff and volunteers.
- 5-10. The Collector staff 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. In the event that the MRM-designated recycler has not completely removed all collected electronics materials at each event from the Host Site on the day of the event, the Collector agrees to securely store all collected electronics materials that may remain at the Host Site by 9:00 p.m. on the day of the event within semitrailers or trucks provided by the MRM-designated recycler and that are located in Parking Lot M-4 of the Host Site.

The Collector shall arrange with the MRM-designated recycler, that the MRM-designated recycler completely remove and transport all electronics materials collected at each event and securely stored within semi-trucks and/or trucks at Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each event. The Collector further agrees that if the MRM-designated recycler should fail to remove materials collected and stored at the Host Site by the deadline established in this paragraph that the Collector will pay a late fee of \$500 per day, commencing on the Tuesday following each event, and continuing until the removal of the stored collected electronics materials. The Collector 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 Collector will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest numbers for all items collected at each event, as soon as it becomes available and prior to January 1, 2021.

Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the events indicated in Section 2 shall immediately become the property of the Collector. No Coordinator event staff or volunteers or Host Site staff shall take any collected electronics material. All collected electronics material will be brought back to the MRM-designated recycler's facility in Shorewood, Illinois for further processing or transported directly to a manufacturer-funded electronics recycler.
- 6-2. To discourage theft of the collected CEDs, the Collector shall safeguard collected CEDs at each event and will strive to ensure that collected CEDs are securely loaded onto trucks or trailers provided onsite by MRM-designated recycler, so that MRM-designated recycler can meet requirements for confidentiality and destruction of information or data remaining on hard drives or other electronics equipment.
- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 7. Employment Issues

- 7-1. The Collector agrees that it is an independent Collector. 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 Collector 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 Collector or its subcontractors under this Agreement. The Collector 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 Collector is responsible for paying the payroll taxes and any employee benefits that the Collector utilizes for this event.

Section 8. Licenses and Related Laws

- 8-1. The Collector, by signing this Agreement, warrants that the Collector, its employees, and its Collectors which will perform services requiring a license, will have and maintain

any required license. However, the Collector may meet the license requirement through use of a subcontractor; provided however, the Collector's use of a subcontractor in that circumstance does not relieve the Collector of any obligations under the Agreement.

- 8-2. The Collector 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 Collector 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 Collector and the Host Site against such risks. The Coordinator shall carry public liability, casualty and auto insurance in sufficient amount to protect the Collector 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 Collector and Host Site for all loss or damage of whatsoever kind and nature to any and all Collector 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 Collector's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Collector or Host Site) property, and shall upon request and at the Collector's or Host Site's expense, furnish to the Collector 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 Collector or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the collection events indicated in Section 2 shall immediately become the property of the Collector for loading onto trucks or trailers provided at the Host Site premises by the MRM-designated recycler for transport and processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Collector and Host Site with proof of such insurance one month prior to each collection event.

Section 10. Liability and Insurance: Collector

- 10-1. The Collector 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 Collector's or its subcontractor's negligent or intentional acts or omissions.

- 10-2. The Collector further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Collector 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 Collector. 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 Collector shall carry Worker's Compensation Insurance in amount required by laws.
- 10-3. The Collector 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 Collector or any employee, agent, or representative of the Collector or its subcontractor. The Collector 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 Collector 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 Collector staff and Coordinator event staff and volunteers 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 Collector's use of the premises, or that of Collector's employees or agents, then the Collector 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 Collector's activities. Upon repair, Collector 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 Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector 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, 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 Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within twenty-four hours.

Section 13. Dangerous Materials

The Coordinator or Collector 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 Collector'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 Collector 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 Collector for damages or any payment of any kind whatever, consider any personal property belonging to Collector 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 Collector 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 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

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: 217-384-3708; Contact's cell phone: 217-600-1516

Contact information for the Collector is as follows:

Name: A-Team Recyclers
Address: 304 Gregory Court, Shorewood, IL 60404
Contact Person: James Larkin
Title: Owner
Contact's work phone: 815-630-4308; Contact's cell phone: 815-600-3608

Section 18. Choice of Law

- 18-1. This Agreement and the Collector'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 Collector, 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 Collector 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 Collector, 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 the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Collector 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.

Collector: James Larkin, Owner
A-Team Recyclers

Date

Host Site: James Bustard, Physical Plant Director
Parkland College

Date

Coordinator: Darlene A. Kloepfel, County Executive
Champaign County, Illinois

Date

RESOLUTION NO. 2020 - 46

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 2020 AND AN ILLINOIS ENVIRONMENTAL PROTECTION AGENCY ONE-DAY HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT IN 2020

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, 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 two Residential Electronics Collection events to be held in 2020 and one follow-up Illinois Environmental Protection Agency One-Day Household Hazardous Waste Collection to be held in 2020; and

WHEREAS, the attached 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 Executive to enter into the 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 2020 and one Illinois Environmental Protection Agency One-Day Household Hazardous Waste Collection event in 2020, as attached to this Resolution.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of February, A.D., 2020.

Geraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

AN INTERGOVERNMENTAL AGREEMENT

2020 RESIDENTIAL ELECTRONICS COLLECTION EVENTS AND FOLLOWUP IEPA ONE-
DAY HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT 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 Residential Electronics Collection Events to be held on May 16, 2020 and October 10, 2020 and certain leasing costs associated with the followup IEPA One-Day Household Hazardous Waste Collection to be held on April 4, 2020 (hereinafter referred to as “events”) at Parkland College campus in Champaign, Illinois, utilizing the services of the electronics recycling contractor company A-Team Recyclers as Collector for these events. These costs include:

Costs associated with the events to be held at Parkland College campus in Champaign, Illinois, utilizing the services of the electronics recycling contractor company A-Team Recyclers as Collector for these events:

- i. 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 each event;
- ii. A potential shortfall charge, prorated and not to exceed \$600 per shipment from each event, to be assessed if the net weight of a semitrailer arranged for by A-Team Recyclers and loaded at the event by A-Team Recyclers, is below 18,000 pounds. This agreement estimates that two potential shortfall incidents take place per event.
- iii. The charge by A-Team Recyclers of 0.20 cents per pound for non-Covered Electronics Devices (CEDs) received at each event, except for a category of non CEDs that are designated as “Parts” by A-Team Recyclers that includes: loose wires (e.g., extension cords or surge protectors); Christmas lights; cell phones; UPS battery backups; and networking equipment (i.e., switches, routers, hubs, and modems). A-Team Recyclers estimates that the maximum cost of non CEDs per event could total \$4,500, and advises that the \$4,500 cost may be significantly reduced by actions of the parties at each event to sort out and separately dispose of or recycle three types of non-CEDs received: wooden speakers; microwaves; and larger portable appliances.
- iv. The cost of the traffic patrol services to be provided by one City of Champaign traffic patrol officer at each event, with the total cost for traffic patrol services not to exceed \$375 per event.

Intergovernmental Agreement: 2020 Residential Electronics Collection Events
and Followup 2020 IEPA One-Day Household Hazardous Waste Collection Event

- v. Allowing for an additional 10 percent contingency amount of total fees paid pursuant to ii., iii., and iv above, to be included in the maximum total amount per event.

Costs associated with the event to be held at Market Place Mall parking lot in Champaign, Illinois, sponsored by the IEPA and their hazardous waste contractor, Heritage Environmental Services:

- i. An event fee of \$1,000 to Brookfield Properties, management company for the Market Place Mall property.
- ii. The cost of the traffic patrol services to be provided by one City of Champaign traffic patrol officer at the IEPA sponsored One-Day Household Hazardous Waste Collection event, with the total cost for traffic patrol services not to expected to exceed \$800 for the event.
- iii. Allowing for an additional 10 percent contingency amount of total fees paid pursuant to ii., above, to be included in the maximum total amount 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 events in 2020. 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 the event.
 - b) Payment of a potential shortfall charge, prorated and not to exceed \$600 per shipment from each event, to be assessed if the net weight of a semitrailer arranged for by the Collector and loaded at the event by the Collector, is below 18,000 pounds. This agreement estimates that a maximum of two potential shortfall incidents take place per event.
 - c) Payment of a charge by A-Team Recyclers of 0.20 cents per pound for non-Covered Electronics Devices (CEDs) received at each event, except for a category of non CEDs that are designated as "Parts" by A-Team Recyclers that includes: loose wires (e.g., extension cords or surge protectors); Christmas lights; cell phones; UPS battery backups; and networking equipment (i.e., switches, routers, hubs, and modems). A-Team Recyclers estimates that the maximum cost of non CEDs per event could total \$4,500, and advises that the \$4,500 cost may be significantly reduced by actions of the parties at each event to sort out and separately dispose of or recycle three types of non-CEDs received: wooden speakers; microwaves; and larger portable appliances.
 - d) Payment for traffic patrol services to be provided by one City of Champaign traffic patrol officer at each Residential Electronics Collection event, with the total cost for traffic patrol services not to expected to exceed \$375 per event.
 - e) Payment of an event fee of \$1,000 to Brookfield Properties, management company for the Market Place Mall property.

Intergovernmental Agreement: 2020 Residential Electronics Collection Events
and Followup 2020 IEPA One-Day Household Hazardous Waste Collection Event

- f) Payment for traffic patrol services to be provided by one City of Champaign traffic patrol officer at the IEPA sponsored One-Day Household Hazardous Waste event, with the total cost for traffic patrol services not to expected to exceed \$800.
- e) Allowing for an additional 10 percent contingency amount of total fees paid pursuant to 1-1.c), 1-1.d), and 1-1.f) 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 collector who will accept, sort, package, and load the collected electronics items on 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 \$19,683 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
April 4, 2020	\$582.80 (31)	\$808.40 (43)	\$413.60 (22)	\$75.20 (4)	\$1,880
May 16, 2020	\$7,424.50 (31)	\$10,298.50 (43)	\$5,269 (22)	\$958 (4)	\$23,950
October 10, 2020	\$7,424.50 (31)	\$10,298.50 (43)	\$5,269 (22)	\$958 (4)	\$23,950

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 Department of Planning and Zoning, 1776 E. Washington Street, Urbana, IL 61802.

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.

Intergovernmental Agreement: 2020 Residential Electronics Collection Events
and Followup 2020 IEPA One-Day Household Hazardous Waste Collection Event

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. 2020 - 48

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND BROOKFIELD PROPERTIES FOR AN ILLINOIS ENVIRONMENTAL PROTECTION AGENCY-SPONSORED ONE-DAY HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT TO BE HELD ON APRIL 4, 2020

WHEREAS, the Illinois Environmental Protection Agency will sponsor a One-Day Household Hazardous Waste Collection event to be held on April 4, 2020 at the Market Place Shopping Center parking lot in Champaign, Illinois; and

WHEREAS, the County of Champaign, as coordinator arranging for use of a local host site for the Illinois Environmental Protection Agency-sponsored One-Day Household Hazardous Waste Collection event, is required by Brookfield Properties, serving as management company for the Market Place Shopping Center, to enter into the attached Brookfield Properties Event Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorizes the County Executive to execute the Agreement between the County of Champaign and Brookfield Properties to allow for the use of Market Place Shopping Center premises for the Illinois Environmental Protection Agency One-Day Household Hazardous Waste Collection to be held on April 4, 2020.

PRESENTED, APPROVED, AND RECORDED this 20th day of February, A. D., 2020.

Geraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

**EVENT AGREEMENT
(Single Shopping Center)**

This Event Agreement ("Agreement") is made as of this day, Tuesday, January 7, 2020, ("Effective Date") by and between the owner that have executed this Agreement ("Owner") and Champaign County ("Organizer").

WHEREAS, Owner owns the Shopping Center listed on Exhibit A ("Shopping Center"), or pursuant to certain agreements with the Owner, Owner has the right to contract for and provide the services described herein to the Shopping Center, and has engaged affiliate Brookfield Properties Retail Inc. to provide the Services as further set forth herein and in Exhibit A.

WHEREAS, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly described on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided Owner as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
3. **EVENT FEE.** In consideration for the rights granted by Owner under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Owner will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Owner to remove any or all elements of the Event and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Owner for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. **ORGANIZER'S OBLIGATIONS.**

- A. **Submission of Event Elements.** By the "Delivery Date" specified on Exhibit A, Organizer agrees to deliver to Owner all Event Elements specified on Exhibit A, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Owner to approve the Event and provide the Services pursuant to this Agreement.
- B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises
- C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Event.
- D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any Event Elements authorized by Owner, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or

Brookfield Properties

subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
- F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
- G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **OWNER'S OBLIGATIONS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner and (ii) an original of Exhibit C signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.
7. **INTELLECTUAL PROPERTY RIGHTS.**
- A. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.
8. **REPRESENTATIONS AND WARRANTIES.**
- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
- B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in

Brookfield Properties

accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

9. INDEMNIFICATION.

- A. Organizer shall indemnify, hold harmless, defend and reimburse Owner, including Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("**Indemnified Parties**") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "**Claims**") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- B. Owner shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise out of: (i) Owner's breach of any of its representations, warranties or obligations under this Agreement; or (ii) Owner's negligence or intentional misconduct or other action or omission of Owner, its affiliates, subcontractors, employees and agents.
- C. This Section 9 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

10. **LIMITATION ON LIABILITY.** Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

11. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises within the Shopping Center for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. If it is not feasible to relocate as determined by Owner, Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. **TERMINATION; FAILURE TO PERFORM.**

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- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.
- B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.

13. GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. **Audit.** This Section shall apply if the Event Fee is based on a percentage of Organizer's sales. At any time during the Term and for one (1) year after the Expiration Date, Owner shall have the right, upon reasonable notice to Organizer to inspect and/or audit the records of Organizer directly related to the calculation of the percentage rent to verify the accuracy of any information provided by Organizer to Owner. Such inspection shall occur at Organizer's headquarters during mutually agreed upon dates and times during regular business hours.
- D. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- E. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- F. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- G. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- H. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except

Brookfield Properties

for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.

- J. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:

Champaign County

By:

Its:

OWNER:

**CHAMPAIGN MARKET PLACE L.L.C., a Delaware
limited liability company**

By: _____

Authorized Signatory

Brookfield Properties

EXHIBIT A

1. SHOPPING CENTER; EVENT TERM.

Owner Entity: CHAMPAIGN MARKET PLACE L.L.C.

Property Name: Market Place Shopping Center
2000 NORTH NEIL STREET
CHAMPAIGN, Illinois 61820

Attn: Cynthia Morton-Petry
p: (217) 903-2283
e: cmpetry@brookfieldpropertiesretail.com

Date / Time Location(s) /Event Elements

04/04/2020 - 04/04/2020 Market Place Shopping Center (2246) - Creativity 1 / Creativity

04/04/2020 - 04/04/2020 Market Place Shopping Center (2246) - NorthEast parking lot / Event - Parking Lot Event

2. EXPIRATION DATE. 4/4/2020

3. EVENT.

Market Place will be the location for the Illinois EPA One-Day Household Hazardous Waste Collection.

4. EVENT FEE; PAYMENT SCHEDULE.

Total Fees: \$1,000.00

	Invoice Date	Due Date	Amount	Sales Tax	Total Amount
Pymt 1:	4/4/2020	4/4/2020	\$1,000.00	\$0.00	\$1,000.00

Revenue Account Code: 42505 Events, Sampling & Tours
42575 Creativity

5. PAYEE(S); ADDRESS(ES) OF PAYEE(S).

CHAMPAIGN MARKET PLACE L.L.C.
MARKET PLACE SHOPPING CENTER
SDS-12-1461
PO BOX 86
MINNEAPOLIS, Minnesota 55486-1461

6. DELIVERY DATE. April 4, 2020

7. EVENT ELEMENTS.

Market Place will be the location for the Illinois EPA One-Day Household Hazardous Waste Collection.

8. SERVICES.

Obligations of Owner:

- Will provide parking lot space to hold event.

Owner will be responsible for providing the following services and/or benefits to Organizer:

Owner Production/Construction of Materials Responsibilities:

N/A

Owner Installation of Materials Responsibilities:

N/A

Owner Maintenance of Materials Responsibilities:

N/A

Owner Removal of Materials Responsibilities:

N/A

Owner Return of Materials Responsibilities:

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N/A

Number of Electrical Outlets Required:	0	Descriptions of Electrical Outlets Required: N/A
Number of Tables Required:	0	Description of Tables Required: N/A
Number of Chairs Required:	0	Description of Chairs Required: N/A
Number of Security Guards Required:	0	Description of Security Guards Required: N/A
Number of Platforms/Stages Required:	0	Description of Platforms/Stages Required: N/A
Table Skirting Required:	n/a	

Obligations of Organizer:

- Organizer shall not cause or allow the release, disposal of, or abandonment of any hazardous wastes or substances on or into the surfaces, ambient air, drains, sewers, wetlands, ditches, soils, retention or detention ponds or ground water on or under the Shopping Center.

Organizer will be responsible for providing the following services and/or benefits to Owner:

Organizer Production/Construction of Materials Responsibilities:

N/A

Organizer Installation of Materials Responsibilities:

Client will handle.

Organizer Maintenance of Materials Responsibilities:

Client will handle.

Organizer Removal of Materials Responsibilities:

Client will handle.

Organizer Return of Materials Responsibilities:

N/A

9. NOTICE ADDRESSES.

(a) Owner:
c/o Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: VP, Strategic Partnership

With copy to:
BPR REIT Services LLC
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: Legal Department - Corporate Contracts and
Securities

(b) Organizer:
Champaign County
1776 E. WASHINGTON STREET
URBANA, Illinois 61802
FEIN: 376006910
Phone: (217) 384-3776

**EXHIBIT B
INSURANCE REQUIREMENTS**

REQUIRED INSURANCE.

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

General Liability	\$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows	
	Type of event	Standard GL Occurrence / Aggregate Requirement
	Dances	\$1,000,000 / \$3,000,000
	Petting Zoos	\$1,000,000 / \$3,000,000
	Vehicle Display Events	\$1,000,000 / \$3,000,000
	Vehicle Driven Events	\$2,000,000 / \$5,000,000
	Food Truck Events	\$2,000,000 / \$5,000,000
	Specialty Markets	\$2,000,000 / \$5,000,000
	Walks/Races	\$2,000,000 / \$5,000,000
	Carnivals	\$5,000,000 / \$5,000,000
	Circuses	\$5,000,000 / \$5,000,000
	Concerts (> 1500 attendees)	\$5,000,000 / \$5,000,000
	Dunk Tank	\$5,000,000 / \$5,000,000
	Rock Climbing	\$5,000,000 / \$5,000,000
	E-cycling	\$2,000,000 / \$2,000,000
	Medical Testing/Consultation	\$1,000,000 / \$2,000,000
	Health Screenings	\$1,000,000 / \$2,000,000
	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000
	Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.	
Professional Liability (Medical Malpractice)	Medical Testing/Consultation	\$1,000,000 / \$3,000,000
	Health Screenings	\$1,000,000 / \$3,000,000
	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000
	** Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation Employers' Liability	Statutory	
	OR	\$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
(for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability	Evidence of Monopolistic State Coverage \$500,000 Occurrence/Aggregate	
Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Excess Liability: (if alcohol is served)	Not Less Than \$5,000,000 Per Occurrence This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract. Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.	

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Properties

POLICY REQUIREMENTS.

The insurance required of Organizer and Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event(s) is located, and maintaining an AM Best rating of at least A- VII.

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds", Brookfield Property REIT Inc., BPR REIT Services LLC, Brookfield Properties Retail Inc. and Shopping Center Owner Entity (exactly as identified on Exhibit A). All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Center shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, or any Shopping Center's, receipt or review of any insurance certificates.

EXHIBIT C
CONTRACTOR HOLD HARMLESS AGREEMENT

The undersigned, _____
("Contractor"), in connection with the _____
("Event") to be conducted at _____ (the "Shopping Center") during the Event Term
specified in that certain Event Agreement dated _____ by and between the Owner that has executed this Agreement ("Owner")
and Champaign County ("Organizer") will indemnify, protect, defend and hold harmless Owner, Owner's parent companies, subsidiaries
and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and
all claims, damages, actions, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from
or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees
(collectively "Contractor Parties") in connection with the Event and/or the presence of Contractor Parties at the Shopping Center. Contractor
waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property while at the Shopping Center.

Contractor: _____
Name: _____
Date: _____
If a corporation _____
By: _____

RESOLUTION NO. 2020 - 49

RESOLUTION TO OPT-IN TO PARTICIPATE IN THE MANUFACTURER EWASTE PROGRAM IN 2021 UNDER THE ILLINOIS CONSUMER ELECTRONICS RECYCLING ACT

WHEREAS, the Illinois General Assembly and Governor enacted the Consumer Electronics Recycling Act (Public Act 100-433) on August 25, 2017; and

WHEREAS, the Consumer Electronics Recycling Act includes a convenience standard for permanent collection sites and/or one-day collection events that provides every county in the State of Illinois the opportunity to have a program for collecting Covered Electronic Devices (CEDs) from its residents; and

WHEREAS, a county, a municipal joint action agency, or a municipality with more than 1,000,000 residents may elect to participate in a manufacturer sponsored electronics collection program during program year 2021 if opting-in to participate prior to March 1, 2020; and

WHEREAS, the County of Champaign understands that it has specific duties and requirements pursuant to the Consumer Electronics Recycling Act to help coordinate the collection of CEDs, and to comply with the sorting and loading requirements for CEDs.

NOW, THEREFORE, BE IT RESOLVED, that the County of Champaign has elected to participate in the manufacturer electronics program in program year 2021 and has instructed County staff to complete and submit the necessary documentation by the deadline of March 1, 2020.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 20th day of February A.D., 2020.

Geraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

ORDINANCE NO. 2020-3
ORDINANCE AMENDING ZONING ORDINANCE
ZONING CASE 948-AT-19

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation for approval, and forwarded to this Board Case Number 948-AT-19;

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

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

PRESENTED, PASSED, APPROVED, AND RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

ATTEST:

Approved:

Aaron Ammons, County Clerk and
Ex-Officio Clerk of the County Board

Darlene A. Kloepfel, County Executive

Date:

1. Amend Section 8.3.2 to read as follows:

8.3.2 Should such STRUCTURE be destroyed by any means to an extent of more than 50% of its replacement cost at the time of destruction, it shall not be reconstructed unless a VARIANCE is granted by the BOARD in accordance with Section 9.1.9. The BOARD may authorize such a VARIANCE prior to such STRUCTURE incurring any damage or destruction.

ORDINANCE NO. 2020-4
ORDINANCE AMENDING ZONING ORDINANCE
FOR A ZONING MAP AMENDMENT ON CERTAIN PROPERTY

968-AM-19

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 968-AM-19;

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 the B-3 Highway Business Zoning District in order to establish and operate a Major Automobile Repair Shop on the following described real estate:

A 6.8 acre tract in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 12, Township 18N Range 10E of the Third Principal Meridian in Sidney Township, commonly known as part of the former Agrigenetics tract with an address of 2310 CR 1050 North (County Highway 15), Homer, more particularly described in the attached Exhibit A;

2. That the reclassification of the above-described real estate be subject to the following condition:
 - 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 (see attached).
 - B. A Change of Use Permit shall be applied for within 30 days of the approval of Case 968-AM-19 by the County Board.
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 February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

ATTEST:

Approved:

Aaron Ammons, County Clerk and
Ex-Officio Clerk of the County Board

Darlene A. Kloepfel, County Executive

Date:

Exhibit A

TRACT 1

COMMENCING AT A STONE SURVEY MONUMENT FOUND PER MONUMENT RECORD DOCUMENT NUMBER 1996R09637 IN THE OFFICE OF CHAMPAIGN COUNTY RECORDER AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SIDNEY TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 2007.11 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE CONTINUE SOUTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 12, A DISTANCE OF 420.34 FEET TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN DOCUMENT 2004R00848 IN THE OFFICE OF CHAMPAIGN COUNTY RECORDER; THENCE CONTINUE SOUTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 317.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 39 MINUTES 16 SECONDS EAST, A DISTANCE OF 522.58 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 61 DEGREES 07 MINUTES 28 SECONDS EAST, A DISTANCE OF 368.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON A NORTHWESTERLY EXTENSION OF THE EAST LINE OF A TRACT DESCRIBED IN DOCUMENT 1995R27825 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER; THENCE SOUTH 26 DEGREES 34 MINUTES 12 SECONDS EAST ALONG SAID NORTHWESTERLY EXTENSION OF THE EAST LINE OF TRACT DESCRIBED IN DOCUMENT 1995R27825, A DISTANCE OF 35.00 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID TRACT DESCRIBED IN DOCUMENT 1995R27825; THENCE SOUTH 61 DEGREES 07 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN DOCUMENT 1995R27825, A DISTANCE OF 236.39 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN DOCUMENT 1995R27825; THENCE SOUTH 25 DEGREES 30 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN DOCUMENT 1995R27825, A DISTANCE OF 235.36 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND ON THE NORTHERLY RIGHT-OF-WAY LINE OF CHAMPAIGN COUNTY HIGHWAY 15 (FAS 12), ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED IN DOCUMENT 1995R27825; THENCE SOUTH 61 DEGREES 56 MINUTES 17 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CHAMPAIGN COUNTY HIGHWAY 15, A DISTANCE OF 855.49 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND AT THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF CHAMPAIGN COUNTY HIGHWAY 15 AND THE WEST LINE OF SAID SECTION 12; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 594.84 FEET TO THE POINT OF BEGINNING, ALL AS SHOWN ON THE ACCOMPANYING PLAT OF SURVEY, ENCOMPASSING 6.80 ACRES, MORE OR LESS, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

RECEIVED

DEC 04 2019

CHAMPAIGN CO. P & Z DEPARTMENT

RESOLUTION NO. 2020-30

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

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

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements, and shall show the division of cost between the County and the Ayers Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Ayers Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Approved:

Recorded & Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Darlene A. Kloeppel, County Executive

Date: _____

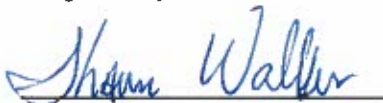
PETITION REQUESTING AND RESOLUTION APPROVING
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501

PETITION

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

1. Petitioner is the duly elected Highway Commissioner for the Ayers Road District, Champaign County, Illinois; and
2. There is a culvert located between Section 28 & 33, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and
4. The cost of replacing the aforesaid structure is estimated to be \$10,650.00, which will be more than .02% of the value of all the taxable property in the Ayers Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Ayers Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Ayers Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,



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

AYERS TOWNSHIP, SEC 20-01084-00-BR



Ayers Township
 Sec 20-01084-00-BR
 Box Culvert Replacement
 Exist...3 @ 18" x 26' CMP
 Proposed...6' x 2' x 30' Conc Bx Culv

38

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LOCATION MAP

RESOLUTION NO. 2020-31

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

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

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements, and shall show the division of cost between the County and the Somer Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Somer Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Approved:

Recorded & Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Darlene A. Kloeppel, County Executive

Date: _____


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

PETITION

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

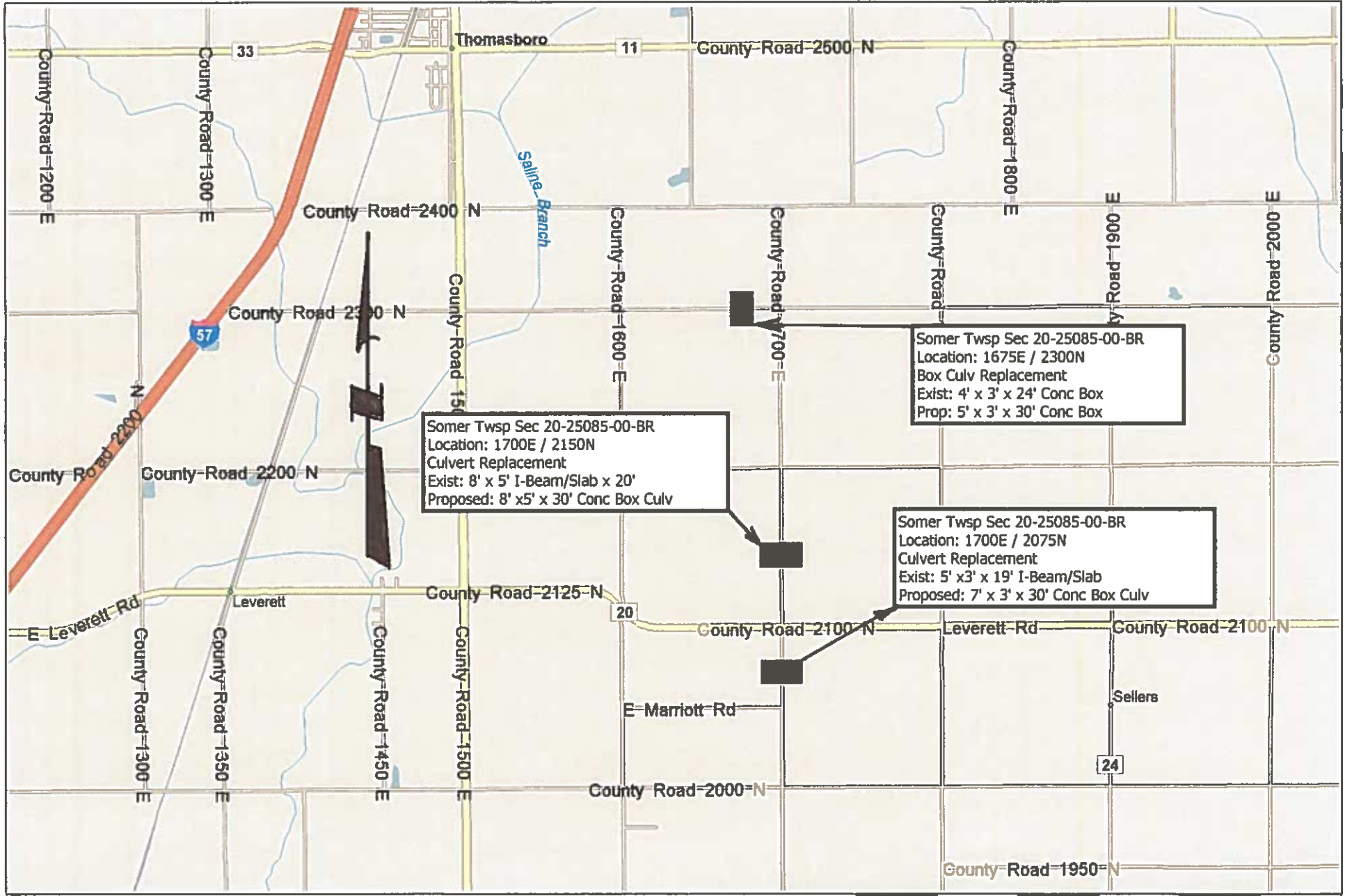
1. Petitioner is the duly elected Highway Commissioner for the Somer Road District, Champaign County, Illinois; and
2. There are three culverts located between Sections 2 & 11, between Sections 13 & 14, and between Sections 23 & 24, which are in poor condition and are inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structures for the traveling public, it is necessary that said structures be replaced; and
4. The cost of replacing the aforesaid structures are estimated to be \$42,500.00, which will be more than .02% of the value of all the taxable property in the Somer Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Somer Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Somer Road District is prepared to pay one-half of the cost of the replacement of said structures.

Respectfully submitted,



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

SOMER TOWNSHIP, SEC 20-25085-00-BR



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LOCATION MAP

RESOLUTION NO. 2020-32

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

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

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of repairing the structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements, and shall show the division of cost between the County and the Sadorus Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Sadorus Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Approved:

Recorded & Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Darlene A. Kloeppel, County Executive

Date: _____


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

PETITION

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

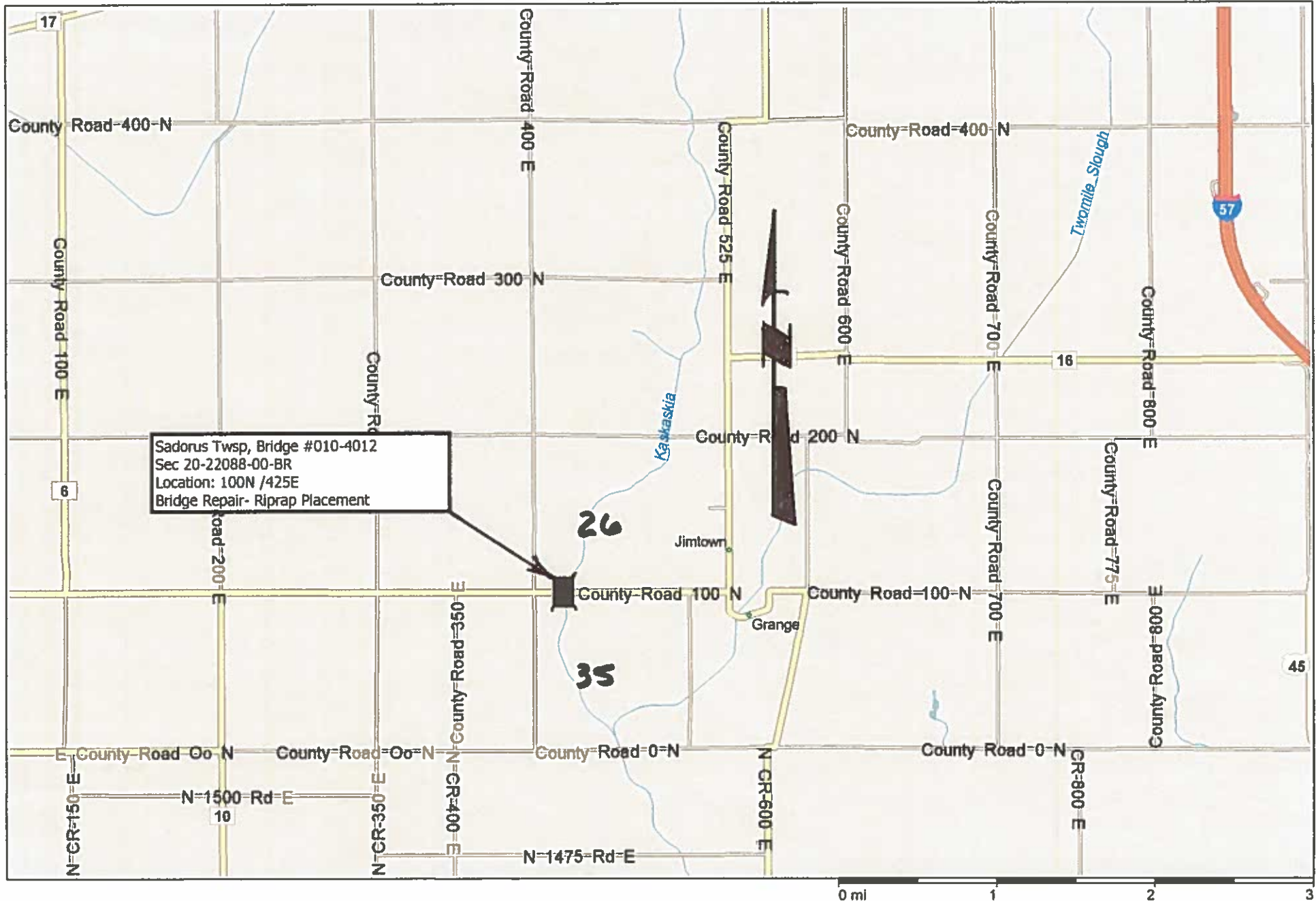
1. Petitioner is the duly elected Highway Commissioner for the Sadorus Road District, Champaign County, Illinois; and
2. There is a bridge located between Section 26 & 35, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be repaired; and
4. The cost of repairing the aforesaid structure is estimated to be \$16,000.00, which will be more than .02% of the value of all the taxable property in the Sadorus Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Sadorus Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Sadorus Road District is prepared to pay one-half of the cost of the repair of said structure.

Respectfully submitted,



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

Sadorus Township, Sec 20-22088-00-BR



Sadorus Twsp, Bridge #010-4012
 Sec 20-22088-00-BR
 Location: 100N /425E
 Bridge Repair- Riprap Placement

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LOCATION MAP

RESOLUTION NO. 2020-33

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

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

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of repairing the structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements, and shall show the division of cost between the County and the Sadorus Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Sadorus Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Approved:

Recorded & Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Darlene A. Kloeppel, County Executive

Date: _____


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

PETITION

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

1. Petitioner is the duly elected Highway Commissioner for the Sadorus Road District, Champaign County, Illinois; and
2. There is a bridge located between Section 14 & 23, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be repaired; and
4. The cost of repairing the aforesaid structure is estimated to be \$15,000.00, which will be more than .02% of the value of all the taxable property in the Sadorus Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Sadorus Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Sadorus Road District is prepared to pay one-half of the cost of the repair of said structure.

Respectfully submitted,



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

Sadorus Township, Section 20-22089-00-BR



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LOCATION MAP

RESOLUTION NO. 2020-34

RESOLUTION APPROPRIATING \$75,000.00 FROM
COUNTY BRIDGE FUNDS
FOR THE REHABILITATION OF STRUCTURE #010-4269
COUNTY ROAD 00N
SECTION #20-00087-00-BR

WHEREAS, Structure #010-4269 on County Road 00N located on the South Section Line of Section 35 in Sadorus Township is in need of rehabilitation; and

WHEREAS, To ensure the safety of the traveling public, it is necessary that said bridge be rehabilitated by encasing the pier piling with concrete and placing rip rap on the slopes under the bridge; and

WHEREAS, The cost of rehabilitating the aforesaid bridge is estimated to be \$75,000.00; and

WHEREAS, The Highway and Transportation Committee recommends that said rehabilitation be performed; and

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

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Seventy-Five Thousand Dollars (\$75,000.00) from County Bridge Funds for this rehabilitation.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of February 2020.

Giraldo Rosales, Chair
Champaign County Board

Approved:

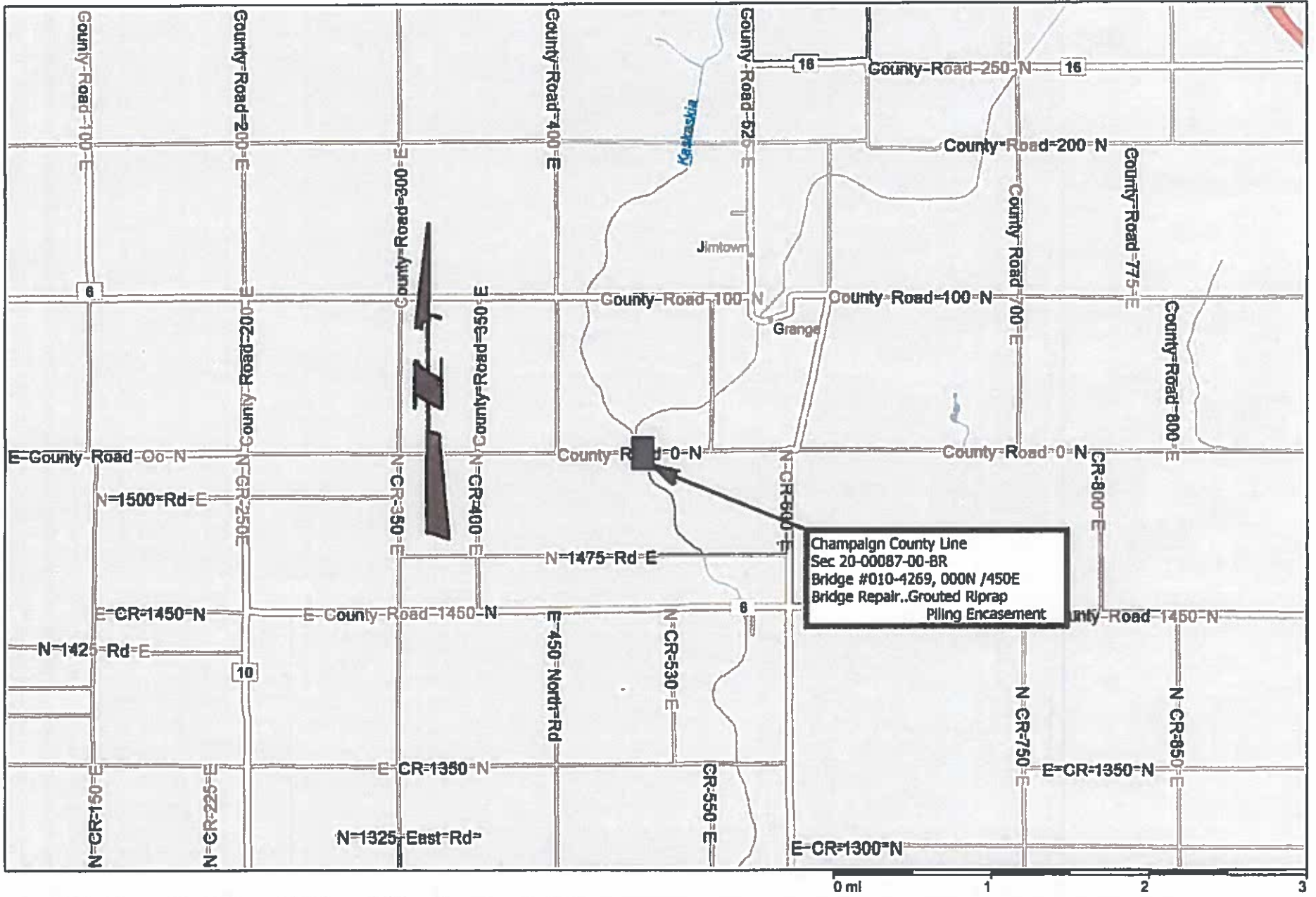
Recorded & Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Darlene A. Kloeppel, County Executive

Date: _____

Prepared by: Jeff Blue, County Engineer

CHAMPAIGN COUNTY, SEC 20-00087-00-BR



Champaign County Line
 Sec 20-00087-00-BR
 Bridge #010-4269, 000N /450E
 Bridge Repair..Grouted Riprap
 Piling Encasement

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LOCATION MAP

RESOLUTION NO. 2020-35

RESOLUTION APPROPRIATING \$400,000 FROM
COUNTY BRIDGE FUNDS
FOR THE REPLACEMENT OF STRUCTURE #010-0224
COUNTY ROAD 13
SECTION #19-00077-00-BR

WHEREAS, Structure #010-0224 on County Road 13 (Broadlands Road) over the Little Vermilion Ditch in Ayers Township is in poor condition and is inadequate to serve the needs of the traveling public; and

WHEREAS, To ensure the safety of the traveling public, it is necessary that said bridge be replaced; and

WHEREAS, The cost of replacing the aforesaid bridge is estimated to be \$400,000.00; and

WHEREAS, The Highway and Transportation Committee recommends that said replacement be performed; and

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

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Four Hundred Thousand Dollars (\$400,000.00) from County Bridge Funds for this replacement.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of February 2020.

Giraldo Rosales, Chair
Champaign County Board

Approved:

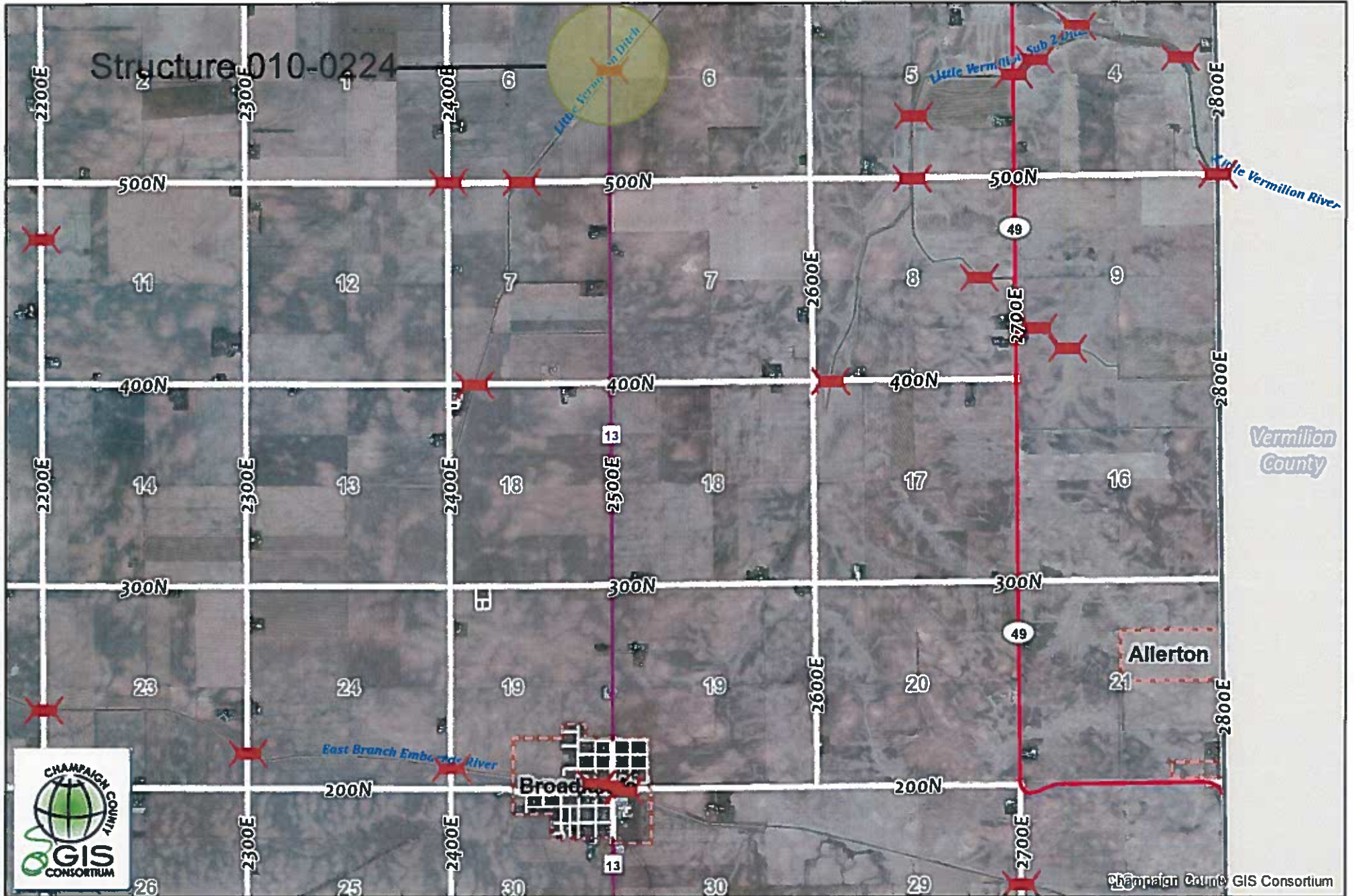
Recorded & Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Darlene A. Kloeppel, County Executive

Date: _____

Prepared by: Jeff Blue, County Engineer

Structure 010-0224



1:2,300
 Feet

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Vermillion County

Champaign County GIS Consortium



RESOLUTION NO. 2020-36

RESOLUTION APPROPRIATING \$100,000 FROM
COUNTY MOTOR FUEL TAX FUNDS
FOR THE IMPROVEMENT OF COUNTY HIGHWAY 32
SECTION #20-00086-00-BR

BE IT RESOLVED, By the County Board of Champaign County, Illinois, that Structure 010-4305 on County Highway 32 between Sections 23 and 24 in Compromise Township is in poor condition and is in need of replacement; and

BE IT FURTHER RESOLVED, That the replacement of said bridge shall be designated as Section #20-00086-00-BR; and

BE IT FURTHER RESOLVED, That the bridge replacement shall be by contract; and

BE IT FURTHER RESOLVED, That there is hereby appropriated the sum of One Hundred Thousand Dollars (\$100,000.00) from the County's Motor Fuel Tax Funds for the costs of the improvement.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of February A.D., 2020.

Giraldo Rosales, Chair
Champaign County Board

Approved:

Recorded & Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Darlene A. Kloeppel, County Executive

Date: _____

Prepared by: Jeff Blue, County Engineer

I, Aaron Ammons, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign County at its County Board Meeting held at Urbana, Illinois, on February 20, 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County this _ day of _____
A.D. 2020.

Clerk

SEAL

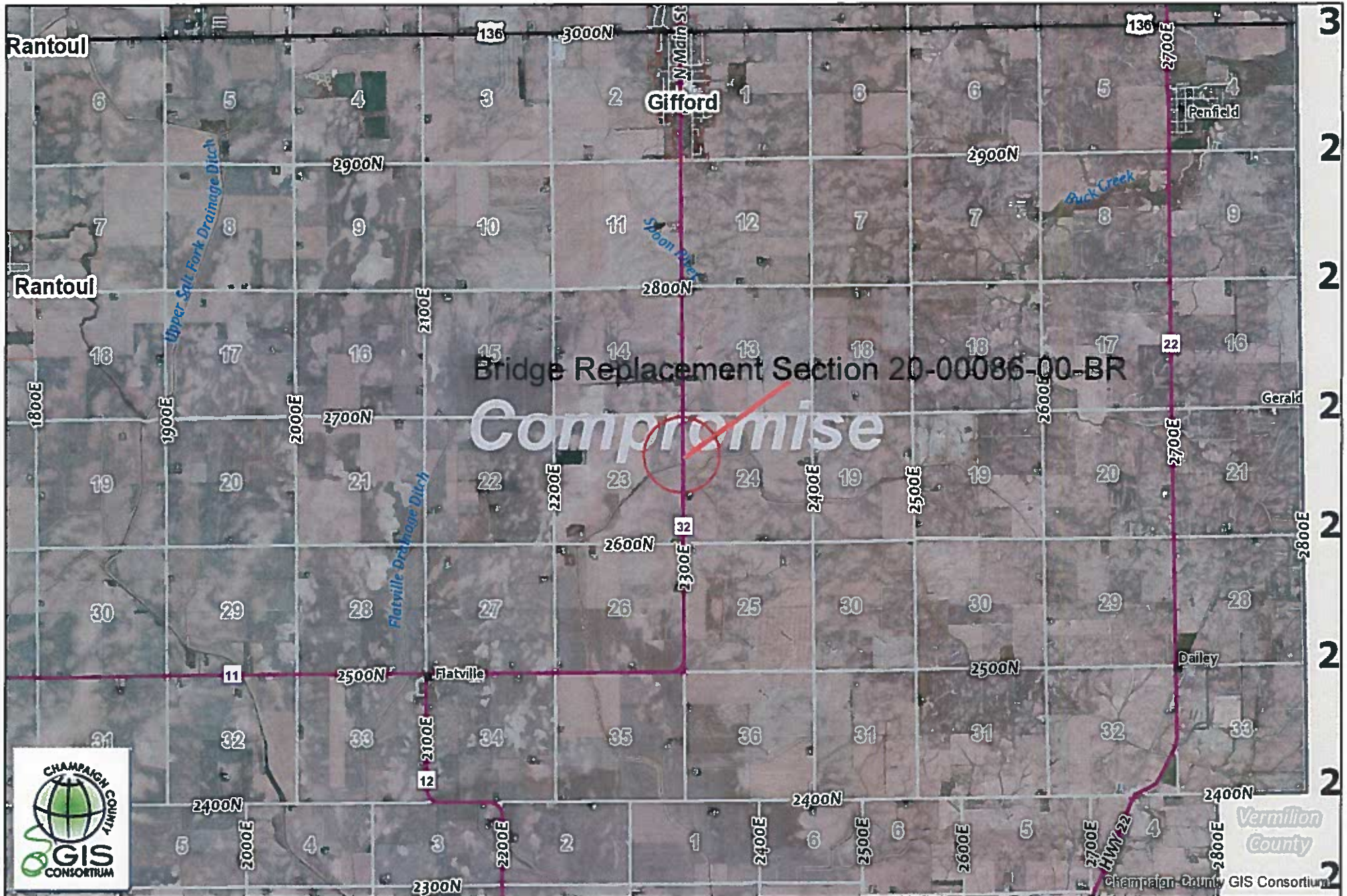
APPROVED

Date

Department of Transportation

District Engineer

Bridge Replacement Section 20-00086-00-BR



Scale: 1" = 3,750 Feet

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Vermilion County

Champaign County GIS Consortium

RESOLUTION NO. 2020-50

RESOLUTION APPOINTING DALE KIRBY TO THE
LOCUST GROVE CEMETERY ASSOCIATION

WHEREAS, Darlene A. Kloepfel, County Executive, has submitted to the County Board the appointment of Dale Kirby to the Locust Grove Cemetery Association; and

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Dale Kirby to the Locust Grove Cemetery Association for an unexpired term ending June 30, 2021; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Dale Kirby, 207 Pershing Ct., Philo, IL 61864

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2020-51

RESOLUTION APPOINTING KAY GRABOW TO THE
CHAMPAIGN COUNTY LINCOLN LEGACY COMMITTEE

WHEREAS, Darlene A. Kloepfel, County Executive, has submitted to the County Board her appointment of Kay Grabow to the Champaign County Lincoln Legacy Committee; and

WHEREAS, Such appointment requires the advice and consent of the County Board;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Kay Grabow to the Champaign County Lincoln Legacy Committee for a term commencing March 1, 2020 and ending February 28, 2023; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Kay Grabow 712 W. Vermont, Urbana IL 61801.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2020-24

RESOLUTION HONORING THE LIFE OF BRIAN KELLY

WHEREAS, Brian Kelly served the people of Champaign County with dedication and distinction for 19 years, performing the duties of Grants and Projects Coordinator for Congressman Timothy V. Johnson and Chief Deputy for Champaign County Circuit Clerk Katie Blakeman; and

WHEREAS, Brian Kelly played an integral role in the implementation and effectiveness of the Champaign County Expungement and Record Sealing Summit providing residents with awareness and access to the opportunity to clear records of past mistakes and have a second chance on life; and

WHEREAS, Brian Kelly assisted Circuit Clerk Katie Blakeman with implementation of Amnesty Week, in which all collection and late fees are waived when a debt is paid in full, creating for residents a chance to settle delinquent accounts, opening up opportunities in their lives, and generating additional revenue to invest in county resources; and

WHEREAS, Brian Kelly passed away peacefully at home surrounded by his family on January 21st, 2020; and

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County hereby recognizes that the life and service of Brian Kelly was an asset to the people of Champaign County, and expresses gratitude and sincere appreciation for his lifetime of service.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2020-40

BUDGET AMENDMENT

February 2020

FY 2020

WHEREAS, The County Board has approved the following amendment to the FY2020 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2020 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2020 budget.

Budget Amendment #20-00005

Fund: 850 Geog Inf Sys Joint Ventur
Dept. III Operations & Administrtrn

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
533.07 Professional Services	<u>39,856</u>
	Total 39,856
Increased Revenue:	
336.09 Champaign County	6,187
336.01 Champaign City	8,998
336.02 Urbana City	6,921
336.03 Village of Rantoul	567
336.16 Village of Mahomet	453
336.14 Village of Savoy	459
336.06 University of Illinois	<u>1,169</u>
	Total 24,754

REASON: 2019 LiDAR acquisition project delayed due to unfavorable weather conditions. Amendment needed to cover costs from FY2020 budget. The majority of the expenditure to be paid with pass through funds from the member agencies as reflected in requested revenue increases. Funds from the CCGISC fund balance will be used for the remainder of the expenditure.

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2020-41

BUDGET AMENDMENT

February 2020

FY 2020

WHEREAS, The County Board has approved the following amendment to the FY2020 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2020 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2020 budget.

Budget Amendment #20-00006

Fund: 107 Geographic Inf System Fund
Dept. 010 County Board

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
533.07 Professional Services	<u>6,187</u>
	Total 6,187
Increased Revenue:	
None: from Fund Balance	<u>0</u>
	Total 0

REASON: LiDAR project scheduled for FY2019 was incomplete due to the unfavorable weather conditions requiring appropriation originally budgeted in FY19 to be re-appropriated in FY20. Unspent FY19 appropriation, originally budgeted for \$20,000 is in fund balance. The county's contribution towards the project is \$6,187.

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2020-39

BUDGET AMENDMENT

February 2020

FY 2019

WHEREAS, The County Board has approved the following amendment to the FY2019 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2019 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2019 budget.

Budget Amendment #19-00076

Fund: 092 Law Library
Dept. 074 Law Library

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations: 522.03 Books, Periodicals & Man.	<u>2,265</u>
	Total 2,265
Increased Revenue: 341.38 Library Fees	<u>3,369</u>
	Total 3,369

REASON: Requesting increase to cover unaccounted for invoices to be paid from fiscal year 2019

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2020-38

BUDGET AMENDMENT

February 2020

FY 2019

WHEREAS, The County Board has approved the following amendment to the FY2019 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2019 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2019 budget.

Budget Amendment #19-00075

Fund: 080 General Corporate
Dept. 042 Coroner

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
533.06 Medical/Dental Mentl Hlth	12,610
533.22 Laboratory Fees	<u>2,652</u>
Total	15,262
Increased Revenue:	
341.41 Coroner Statutory Fees	11,725
341.42 Reimb of Coroner Costs	<u>3,537</u>
Total	15,262

REASON: To cover end of fiscal year 2019 autopsies, toxicology and histology expenses. The increased expenditure is offset by increased revenue in the coroner statutory fees and reimbursement of costs line items.

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2020-37

BUDGET AMENDMENT

February 2020

FY 2019

WHEREAS, The County Board has approved the following amendment to the FY2019 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2019 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2019 budget.

Budget Amendment #19-00074

Fund: 610 Working Cash Fund
Dept. 026 County Treasurer

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
571.80 To General Corp Fund 080	<u>2,025</u>
	Total 2,025
Increased Revenue:	
361.10 Investment Interest	<u>2,025</u>
	Total 2,025

REASON: Increased interest earning resulted in the need for the transfer to the general fund to be increased.

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2020-42

BUDGET AMENDMENT

February 2020

FY 2020

WHEREAS, The County Board has approved the following amendment to the FY2020 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2020 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2020 budget.

Budget Amendment #20-00007

Fund: 075 Regional Planning Comm
Dept. 854 Smart Enrgy Design Assist

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Reg. Full-Time Employees	23,250
522.02 Office Supplies	500
533.12 Job Required travel exp	750
533.85 Photocopy Services	<u>500</u>
Total	25,000
Increased Revenue:	
341.40 Technical Service Cont.	<u>25,000</u>
Total	25,000

REASON: See attached

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2020-43

TRANSFER OF FUNDS

February 2020

FY 2019

WHEREAS, Sufficient amounts have been appropriated to support such transfers;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following transfers within to the FY2019 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2019 budget.

Budget Transfer #19-00019

Fund 679 Child Advocacy Center
Dept 179 Child Advocacy Center

<u>TRANSFER TO ACCOUNT</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT</u>
533.20 Insurance	1,500	511.03 Reg. Full-Time Employees

REASON: Transfer of spending authority to pay for FY19 liability insurance costs

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2020-26

AUTHORIZATION FOR A LOAN TO THE GENERAL CORPORATE FUND FROM THE
PUBLIC SAFETY SALES TAX FUND

WHEREAS, The General Corporate Fund may need a loan of up to \$1,500,000 for a period not to exceed twelve months to cover cash shortfalls; and

WHEREAS, The Public Safety Sales Tax Fund has adequate reserves to make this short-term loan; and

WHEREAS, The loan can be traced to public safety expenditures for the period of the loan, including but not limited to, salaries and operating expenses for the offices of the Sheriff and the State's Attorney; and

WHEREAS, The FY2020 tax levy for the General Corporate Fund is \$12,760,831; and

WHEREAS, There are no outstanding General Corporate Fund Promissory Notes; and

WHEREAS, There are no outstanding General Corporate Fund tax anticipation warrants,

NOW, THEREFORE, BE IT RESOLVED That pursuant to 55 ILCS 5/5-1006.5, 55 ILCS 5/5-1016, 55 ILCS 5/3-10014, the Champaign County Board approves a loan of up to \$1,500,000 from the Public Safety Sales Tax Fund to the General Corporate Fund for a period not to exceed twelve months; and

BE IT FURTHER RESOLVED That the County Auditor and County Treasurer are hereby authorized and requested to advance the above sum and to repay this advance within twelve months from the General Corporate Fund; and

BE IT FURTHER RESOLVED That the County Treasurer is hereby obligated to notify the Champaign County Board of the amount and date of any advancement, and the amount and date of the repayment thereof.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

APPROVED:

Darlene A. Kloepfel
County Executive

ATTEST: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board

RESOLUTION NO. 2020-27

RESOLUTION ABATING CERTAIN TAXES HERETO LEVIED TO PAY THE PRINCIPAL OF AND INTEREST ON VARIOUS OUTSTANDING BONDS OF THE COUNTY OF CHAMPAIGN, ILLINOIS.

WHEREAS, the County Board (the “*Board*”) of The County of Champaign, Illinois (the “*County*”), by Ordinance Number 592 (the “*1999 Ordinance*”), did provide for the issue of \$23,800,000 General Obligation (Public Safety Sales Tax Alternate Revenue Source) Bonds, Series 1999 (the “*1999 Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 1999 Bonds; and

WHEREAS, the Board, by Ordinance Number 948 (the “*2014 Ordinance*”), did provide for the issue of \$9,795,000 General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2014 (the “*2014 Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2014 Bonds; and

WHEREAS, the Board, by Ordinance Number 982 (the “*2016 Ordinance*” and collectively with the 1999 Ordinance and the 2014 Ordinance, the “*Bond Ordinances*”), did provide for the issue of \$3,775,000 General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2016 (the “*2016 Bonds*” and collectively with the 1999 Bonds and the 2014 Bonds, the “*Outstanding Alternate Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2016 Bonds; and

WHEREAS, the Pledged Revenues (as defined in each Bond Ordinance) have been irrevocably deposited in the respective account of the respective Bond Fund (as defined and further described in each Bond Ordinance) in amounts sufficient to pay all principal of and interest on the respective Outstanding Alternate Bonds in the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2019 to pay the principal of and interest on the Outstanding Alternate 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 taxes heretofore levied for the year 2019 in each of the Bond Ordinances for each series of the Outstanding Alternate 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.

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.

Presented, Adopted, Approved on February 20, 2020.

Giraldo Rosales, County Board Chair

APPROVED: _____
Darlene Kloepfel, County Executive
Date: _____

RECORDED & ATTEST:

Aaron Ammons, County Clerk
Date: _____

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, and as such official I do further certify that on the 20th day of February, 2020, there was filed in my office a duly certified copy of Resolution No. 2020-27 entitled:

RESOLUTION abating certain taxes hereto levied to pay the principal of and interest on various outstanding bonds of The County of Champaign, Illinois.

duly adopted by the County Board of the County on the 20th day of February, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of February, 2020.

Aaron Ammons, County Clerk

[SEAL]

RESUME OF MINUTES OF A REGULAR MEETING OF THE
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS
January 23, 2020

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, January 23, 2020, at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois with County Executive Darlene Kloeppel presiding and Matthew Cross as Clerk of the meeting.

ROLL CALL

Roll call showed the following members present: Esry, Fortado, Goss, Harper, Ingram, McGuire, Rector, Stohr, Summers, Taylor, Tinsley, Wolken, Young, Clemmons, Clifford, Cowart, Dillard-Myers, and Rosales – 18; late: Patterson (at 6:34) – 1; absent: Eisenmann and Thorsland– 2. Thereupon, County Executive Kloeppel declared a quorum present and the Board competent to conduct business.

PRAYER & PLEDGE OF ALLEGIANCE

County Executive Kloeppel called for a moment of silence for Chief Deputy Circuit Clerk Brian Kelley prior to reading a prayer. The Pledge of Allegiance to the Flag was recited.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* on **January 9, 16, 20**.

APPROVAL OF AGENDA/ADDENDA

Board Member Goss offered to remove item X. D-8 (Res. 2020-10) from the Consent Agenda; it was placed following XIV. Areas of Responsibility. Board Member Esry offered a motion to approve the Agenda/Addenda as amended; seconded by Board Chair Rosales. Motion carried by unanimous voice vote.

APPOINTING COUNTY BOARD MEMBER IN DISTRICT 9

Board Member Dillard-Myers offered a motion to adopt Resolution No. 2020-23 Appointing Cynthia Fears as a County Board Member in District 9 to replace Pranjali Vachaspati for an unexpired term ending November 30, 2020; Board Member Cowart seconded. Discussion followed between various board members; Board Chair Rosales noted Fears' strong resumé, particularly her work with jails; Board Members Fortado, Ingram, and Patterson expressed concerns that Board Chair Rosales was not following the recommendation of the County Democratic Party Central Committee and concern for that precedent relating to any future board appointments regardless of party. Motion carried by voice vote.

ADMINISTRATION OF OATH

Champaign County Board
January 23, 2020

County Clerk Ammons administered the oath of office to newly appointed Board Member Fears.

DATE/TIME OF NEXT MEETINGS

Standing Committees:

- A. County Facilities Committee Meeting
Tuesday, February 4, 2020 @ 6:30 PM
Lyle Shields Meeting Room

- B. Environment & Land Use Committee Meeting
Thursday, February 6, 2020 @ 6:30 PM
Lyle Shields Meeting Room

- B. Highway & Transportation Committee Meeting
Friday, February 7, 2020 @ 9:00 AM
1605 E Main Street, Urbana

Committee of the Whole:

- A. Justice & Social Services; Policy, Personnel, & Appointments; Finance
Tuesday, February 11, 2020 @ 6:30 PM
Lyle Shields Meeting Room

County Board:

- A. Regular Meeting
Thursday, January 23, 2020 @6:30 PM
Lyle Shields Meeting Room

PUBLIC PARTICIPATION

No public participation.

CONSENT AGENDA

Board member Esry offered a motion to approve the Consent Agenda—as amended to exclude Res. 2020-10—comprising 14 resolutions; Board Member Goss seconded. Motion carried by unanimous roll call vote.

Yeas: Esry, Fears, Fortado, Goss, Harper, Ingram, McGuire, Patterson, Rector, Stohr, Summers, Taylor, Tinsley, Wolken, Young, Clemmons, Clifford, Cowart, Dillard-Myers, and Rosales – 20
Nays: None

COMMUNICATIONS

Champaign County Board
January 23, 2020

Board Member Stohr noted the Crawford County Forest Preserve District is offering classes in forest management.

APPROVAL OF MINUTES

Board Member Cowart offered a motion to approve the minutes of the Regular Meeting of the County Board of December 19, 2019; seconded by Board Chair Rosales. Motion carried by unanimous voice vote.

STANDING COMMITTEES

County Executive Kloeppel noted the Summaries of Action taken for County Facilities on January 7, 2020 and Environment and Land Use on January 9, 2020 were accepted and placed on file.

AREA OF RESPONSIBILITY

County Executive Kloeppel noted the Summary of Action taken for January 14, 2020 Committee of the Whole (Justice & Social Services; Finance; Policy, Personnel, & Appointments) was accepted and placed on file.

POLICY, PERSONNEL, & APPOINTMENTS

Board member Young offered a motion to adopt Resolution No. 2020-20 establishing 2020 office closures for training meetings for the County Clerk's Office; Board member Ingram seconded. Motion carried by roll call vote.

Yeas: Esry, Fears, Fortado, Goss, Harper, Ingram, McGuire, Patterson, Stohr, Summers, Taylor, Tinsley, Wolken, Young, Clemmons, Clifford, Cowart, Dillard-Myers, and Rosales – 19

Nays: Rector – 1

FINANCE

Board Member Goss offered a motion to adopt Resolution No. 2020-18 authorizing budget amendment 19-00069 Fund 080 General Corporate / Dept 026 County Treasurer; Board Member Fortado seconded. Various board members discussed the on-going issues with the County Treasurer's office; Deputy Finance Director Ogden was invited to join the discussion to explain the potential effect of not authorizing the budget amendment (a red mark on the coffer). Motion failed by roll call vote.

Yeas: Fears, Fortado, Ingram, Patterson, Stohr, Summers, Taylor, Tinsley, Young, Cowart, Dillard-Myers, and Rosales – 12

Nays: Esry, Goss, Harper, McGuire, Rector, Wolken, Clemmons, Clifford – 8

Champaign County Board
January 23, 2020

Board Member Goss offered a motion to adopt Resolution No. 2020-19 authorizing budget amendment 19-00070 Fund 619 Tax Sale Automation / Dept 026 County Treasurer; Board Member Ingram seconded. Motion failed by roll call vote.

Yeas: Fears, Fortado, Ingram, Patterson, Stohr, Summers, Taylor, Tinsley, Young, Cowart, Dillard-Myers, and Rosales – 12
Nays: Esry, Goss, Harper, McGuire, Rector, Wolken, Clemmons, Clifford – 8

Board Member Goss offered a motion to adopt Resolution No. 2020-10 authorizing budget transfer 19-00014 Fund 083 County Highway / Dept 060 Highway; Board Member Esry seconded. Motion carried by unanimous roll call vote.

Yeas: Esry, Fears, Fortado, Goss, Harper, Ingram, McGuire, Patterson, Rector, Stohr, Summers, Taylor, Tinsley, Wolken, Young, Clemmons, Clifford, Cowart, Dillard-Myers, and Rosales – 20
Nays: None

NEW BUSINESS

No new business.

Other Business

AUDITOR

Board Chair Rosales offered a motion to adopt Resolution No. 2020-14 authorizing purchases not following policy; Board Member Summers seconded. Discussion followed: County Clerk Ammons was invited to join the discussion to explain Clerk's office purchases—they were largely timing issues. Motion carried by unanimous voice vote.

Board Member Clifford offered a motion to adopt Resolution No. 2020-15 authorizing payment of claims; Board Member Cowart seconded. Discussion followed: County Auditor Danos discussed the status and timetable of the 2018 audit. Motion carried by voice vote.

Champaign County Board
January 23, 2020

ADJOURN

County Executive Kloeppel adjourned the meeting at 7:31 PM.



Aaron Ammons, Champaign County Clerk
and ex-Officio Clerk of the Champaign County Board
Champaign County, Illinois



**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE**
Summary of Action Taken at the February 4, 2020 Meeting

MEMBERS PRESENT: TINSLEY, WOLKEN, YOUNG, RECTOR, HARPER, SUMMERS, INGRAM
MEMBERS ABSENT: TAYLOR

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order and Roll Call	6:30 p.m. 7 committee members present
II. Approval of Agenda/Addenda	Approved
III. Approval of Minutes – December 3, 2019	Approved as Distributed
IV. Public Participation	None
V. Communications	None
VI. New Business	
A. Approval of Contract for ITB#2020-002 Courthouse and JDC Video Security System Replacement Project	*RECOMMEND COUNTY BOARD APPROVAL of Contract for ITB#2020-002 Courthouse and JDC Video Security System Replacement Project
i. Bid Tabulation (Attached)	
ii. GHR Engineering Recommendation (Handout)	
B. Update on ITB#2020-001 METCAD HVAC Replacement Project	Discussion
C. Discussion of Satellite Jail Consolidation	Discussion
i. Sheriff's January 17, 202 Memorandum (attached)	
VII. Presiding Officer's Report	
A. Future Meeting – Tuesday, March 3, 2020 @ 6:30pm	
IX. Designation of Items to be Placed on Consent Agenda	VI. A
X. Adjournment	7:33 p.m.

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



CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE Action Plan
Summary of Action Taken at the February 6, 2020 Meeting

Members Present: Aaron Esry, Connie Dillard-Myers, Stephanie Fortado, Jim Goss, Kyle Patterson and Eric Thorsland

Members Absent: Jodi Eisenmann

Agenda	Action
I. Call to Order	6:34 p.m.
II. Roll Call	6 members present
III. Approval of Agenda/Addendum	Approved as corrected
IV. Approval of Minutes	
A. January 9, 2020 – open meeting minutes	Approved
B. January 9, 2020 – closed session	Approved
V. Public Participation	Tami Fruhling-Voges
VI. Communications	None
VII. <u>New Business: Items for Information Only</u>	
A. IEPA Appointment to Statewide Materials Management Advisory Committee	Information Only
B. Online Registration Opens February 3 for Residents to Attend IEPA One-Day Household Hazardous Waste Collection	Information Only
C. IEPA Notice of Application for Renewal of NPDES Permit for Urbana-Champaign Sanitary District NE Plant	Information Only and placed on file.
VIII. <u>New Business: Items to Receive & Place On File by ELUC Committee to Allow a 30-Day Review Period</u>	
A. Zoning Case 947-AT-19. Amend the Champaign County Zoning Ordinance by amending the requirements for PV solar farms by deleting Section 6.1.5 B.(2)b. that requires a 0.5 mile separation between a proposed PV solar farm and the CR Conservation Recreation Zoning District.	Approved
B. Zoning Case 971-AT-19. Amend the Champaign County Zoning Ordinance by amending the requirements for PV solar farms by amending the requirements for a letter of credit in Section 6.1.5 Q.(4)e. to change the minimum acceptable long term corporate debt (credit) rating of the proposed	Approved

**CHAMPAIGN COUNTY BOARD
 ENVIRONMENT and LAND USE COMMITTEE (ELUC)
 February 6, 2020 Action Plan**

financial institution to a rating of “A-” by Standard & Poor’s, or a rating of “A3” by Moody’s, or a rating of “A-” by Kroll Bond Rating Agency.

IX. New Business: Items to be Approved by ELUC

- AA. Annual Renewal of Recreation & Entertainment License
 - i. Generations Music Booking, MFP, for Christian Music Festival, Champaign County Fairgrounds, 1302 North Coler Avenue, Urbana. July 1 – July 4 2020 Approved
 - ii. Bluestem Hall, Weddings & Events, 1401 E. Old Church Road, Urbana. 1/1/20 – 12/31/20 Approved

New Business: Items to be Recommended to the County Board

- A. **Zoning Case 968-AM-19.** A request by Kyle Britt, 412 Deerpath St, Tolono, and Alex Wilson, 134 W Orleans St, Paxton, d.b.a. Big Rig Diesel Service, LLC, to amend the Zoning Map to change the zoning district designation from the AG-1 Agriculture District to the B-3 Highway Business District in order to establish a Major Automobile Repair Shop on a 6.8 acre tract in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 12, Township 18N Range 10E of the Third Principal Meridian in Sidney Township, commonly known as part of the former Agrigenetics tract with an address of 2310 CR 1050 North (County Highway 15), Homer. ****Recommend County Board approval***

- B. Resolution Authorizing Brookfield Properties and Champaign County Event Agreement for IEPA One-Day Household Hazardous Waste Collection on April 4, 2020 ****Recommend County Board approval***

- C. Resolution Approving Champaign County Opt-in Form to Illinois EPA to Participate in Manufacturer E-Waste Program in 2021 ****Recommend County Board approval***

- D. **Zoning Case 945-AT-19.** Amend the Champaign County Zoning Ordinance requirements for a photovoltaic (PV) solar farm in Section 6.1.5 B.(2) of the Champaign County Zoning Ordinance by adding the following requirements for any proposed PV solar farm that is located within one-and-one-half miles of a municipality:
 - Part A: Increase the minimum required time for municipal review as described in the legal advertisement. Advances to County Board without recommendation.

**CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE (ELUC)
February 6, 2020 Action Plan**

Part B: Require municipal subdivision approval for any PV solar farmland lease exceeding five years when required by any relevant municipal authority that has an adopted comprehensive plan.

Part C: Amend Section 8.2.3 to allow any PV solar farm authorized prior to the effective date of this amendment and that is in the process of being repaired to not lose its zoning right to operate.

Part D: Add new Section 8.2.4 to allow any PV solar farm authorized prior to the effective date of this amendment to be constructed pursuant to the standard requirement of a Zoning Use Permit, provided that the Special Use Permit for the solar farm has not expired.

- E. **Zoning Case 946-AT-19.** Amend the Champaign County Zoning Ordinance requirements for a photovoltaic (PV) solar farm in Section 6.1.5 B.(2) of the Champaign County Zoning Ordinance by adding the following requirements for any proposed PV solar farm that is located within one-and-one-half miles of a municipality:

Part A: Increase the minimum required separation between a PV solar farm and a municipal boundary from 0.5 mile to 1.5 miles.

Part B: (same as Part A in Case 945-AT-19) Increase the minimum required time for municipal review as described in the legal advertisement.

Part C: (same as Part B in Case 945-AT-19) Require municipal subdivision approval for any PV solar farmland lease exceeding five years when required by any relevant municipal authority that has an adopted comprehensive plan.

Part D: (same as Part C in Case 945-AT-19) Amend Section 8.2.3 to allow any PV solar farm authorized prior to the effective date of this amendment and that is in the process of being repaired to not lose its zoning right to operate.

Part E: (same as Part D in Case 945-AT-19) Add new Section 8.2.4 to allow any PV solar farm authorized prior to the effective date of this amendment to be constructed pursuant to the standard requirement of a Zoning Use Permit, provided that the Special Use Permit for the solar farm has not expired.

Advances to County Board without recommendation.

- F. **Zoning Case 948-AT-19.** Amend the Champaign County Zoning Ordinance by amending Section 8.3.2 to

****Recommend County Board approval***

**CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE (ELUC)
February 6, 2020 Action Plan**

authorize a variance to rebuild a nonconforming structure before the structure is damaged.

- | | | |
|-------|---|-----------------------------|
| X. | Other Business | |
| | A. Monthly Report | Received and placed on file |
| | i. September 2019 | |
| | ii. October 2019 | |
| XI. | Chair’s Report | None |
| XII. | Designation of Items to be Placed on the Consent Agenda | IX. A, B, C and F |
| XIII. | Adjournment | 7:44 p.m. |

****Denotes inclusion on Consent Agenda***

RESOLUTION NO. 2020-47

**RESOLUTION APPROVING CONTRACT FOR SALE OF COUNTY PROPERTY
LOCATED AT 1101 CARROLL AVENUE, URBANA**

WHEREAS, Champaign County acquired the real estate located at 1101 Carroll Avenue, Urbana, as the result of a proceeding to remove a dangerous structure located on the property, and the property is not of any use or benefit to the County; and

WHEREAS, that property was last appraised on August 15, 2018, at a fair market value of \$20,000; and

WHEREAS, the Zoning Administrator has made efforts to market the property at that price, but has not received any offers meeting or exceeding that amount; and

WHEREAS, the Environment and Land Use Committee has reviewed an offer received by the Zoning Administrator in the amount of \$2,628 and has recommended acceptance of that offer; and

WHEREAS, the State's Attorney's Office has provided a proposed contract for sale of the property at 1101 Carroll Avenue, Urbana, which is attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the attached contract for sale of the real estate located at 1101 Carroll Avenue, Urbana, for the sale price of \$2,000 is approved, and the Champaign County Executive is authorized to sign that contract as approved by the State's Attorney's Office in substantially the form attached to this Resolution, on or before February 12, 2020, and is authorized thereafter to execute a warranty deed for the property and to sign any other documents required to complete the sale, as approved by the State's Attorney's Office.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of February, A.D., 2020.

Giraldo Rosales, Chair
Champaign County Board
Champaign, Illinois

Recorded
& Attest: _____
Aaron Ammons, County Clerk and
Ex Officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

CONTRACT FOR SALE OF VACANT LAND

THIS CONTRACT is made and entered into as of _____, 2020 by and between the County of Champaign, hereinafter referred to as “Seller,” and Alvin Williams, hereinafter referred to as “Buyer.”

WITNESSETH THAT:

WHEREAS, Seller is the owner of real estate legally described as:

The South Half of Lot 57 of Fred C. Carroll’s Subdivision, Section 9, Township 19 North, Range 9 East of the Third Principal Meridian, Urbana Township, Champaign County, Illinois encompassing approximately.463 acres.

with PIN: 30-21-09-126-028, commonly known as 1101 Carroll Avenue, Urbana, Illinois, 61802; and,

WHEREAS, Seller desires to sell said real estate and Buyer desires to purchase the same; and,

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of said real estate and wish to reflect their agreement in writing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, and other good and valuable consideration, the receipt of which is acknowledged, the parties do hereby agree as follows:

1. Mutual Covenants. Seller shall sell and Buyer shall purchase the above-described real estate, together with all existing improvements and appurtenances, upon the terms set forth in this Contract.
2. Purchase Price. Buyer shall pay the total sum of \$2,628.00 to Seller as the purchase price for the property described herein including closing costs as detailed below.
3. Payment. Payment shall be made in the following manner:
 - a. Buyer has paid \$200.00 as earnest money to be held by Seller until closing.
 - b. Buyer shall pay the balance of the purchase price at closing. The amount of this payment shall be adjusted by prorations and credits allowed the parties by this Contract and shall be paid to Seller in cash, by cashier’s check, or by other form of payment acceptable to Seller.
4. Closing. Closing of this transaction shall be held on or before March 28, 2020, at the offices of the Champaign County State’s Attorney, 101 East Main Street, Urbana, Illinois, or at such other place as the parties may agree.

5. Possession. Seller shall deliver possession of the real estate and personal property herein described to Buyer at the time of closing of this transaction.
6. Personal Property. All items of personal property now located upon the premises are included in this sale and title thereto shall pass to Buyer upon final payment of the full purchase price as provided herein. Buyer shall accept such property in “as-is” condition.
7. Deed of Conveyance. As soon as practicable, Seller shall execute a recordable Warranty Deed, with waiver of homestead rights, sufficient in form to convey the real estate in fee simple absolute, subject only to the title exceptions permitted herein, to Buyer, or Buyer’s nominee. The deed of conveyance shall be delivered to Buyer at closing upon Buyer’s compliance with the terms of this Contract, or as otherwise provided herein.
8. Taxes.
 - a. The State of Illinois Real Estate Transfer Tax, if any, shall be Seller’s expense and shall be allowed Buyer as a credit against the purchase price.
 - b. Real estate taxes for all prior years shall be Seller’s expense. Real estate taxes for the current year apportioned up to, but not including, the date of closing shall be Seller’s expense. The amount of prior taxes and the proration of the current tax shall be calculated upon the basis of the most current tax information and shall be allowed to Buyer as a credit against the purchase price herein.
 - c. Buyer’s acceptance of such credits shall release Seller from any further liability in connection therewith, unless otherwise agreed between the parties.
9. Assessments.
 - a. All special assessments that are a lien upon the real estate as of the date of this Contract shall be Seller’s expense; all special assessments levied and confirmed against the real estate after the date of this Contract shall be Buyer’s expense.
 - b. The unpaid balance of special assessments chargeable hereunder to Seller shall be allowed to Buyer as a credit against the purchase price herein. Buyer’s acceptance of such credit shall release Seller from any further liability in connection there with, unless otherwise agreed between the parties.
10. Evidence of Title.
 - a. Within a reasonable time, Seller shall elect and deliver to Buyer, or to Buyer’s attorney, a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county within which the real estate is located,

committing the company to issue a policy in a standard American Land Title Association form insuring title to the real estate in Buyer, or Buyer's nominee, for the amount of the purchase price set forth above.

- b. Permissible exceptions to title shall include only the lien of general taxes; zoning and building laws or ordinances; easements apparent or of record; and covenants, conditions, and restrictions of record.
 - c. Buyer shall notify Seller, or Seller's attorney, in writing within 4 days after receipt of the evidence of title of any objection which Buyer may have thereto and unless such Notice is given, the evidence of title shall be conclusively presumed to be accepted by Buyer.
 - d. Seller shall have a reasonable time to cure any objection actually interfering with or impairing the merchantability of the title to the real estate. Seller or Buyer shall have the right to cure any such objection which may be removed by the payment of money by deducting the amount of such payment from the purchase price at the time of closing.
 - e. If Seller is unable to cure such objection and is unable to procure a title policy insuring over such objection, then Buyer shall have the option to terminate this Contract, in which case all monies paid under this Contract by Buyer shall be returned to Buyer.
 - f. The evidence of title shall be at the sole expense of Buyer and the Buyer shall reimburse the Seller for the customary service or search charge in connection with the issuance of title insurance and Buyer shall also pay for the cost of abstracting any item attributable to Buyer, and the cost of any insurance covering Buyer's lender, if any.
 - g. Seller warrants that no contracts for the furnishing of any labor or material to the land or the improvements thereon, nor any security agreements, nor any leases with respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures, shall at the time of closing be outstanding and not fully performed or satisfied; and, further, Seller warrants that at the time of closing there shall not be any unrecorded lease or contract relating to the property, except as theretofore disclosed to Buyer.
11. Closing costs. The Purchase Price includes all closing costs arising from the transaction including \$375 for appraisal and \$253 for title insurance and zero for recording. No financing costs are part of these Closing Costs.

12. Condition of Premises. Buyer acknowledges that Buyer has inspected the real estate and any existing improvements and/or appurtenances thereon; that Buyer is acquainted with the condition thereof; and, that Buyer accepts the same in their condition as of the date of this Contract, with absolutely no warranties as to the condition of the premises.
13. Default.
 - a. If Buyer fails to make any payment or to perform any obligation imposed upon Buyer by this Contract, then Buyer shall be in default under this Contract and Seller may serve written Notice of Default upon Buyer.
 - b. If Buyer fails to remedy such default within a period of ten (10) days after service of such Notice of Default, then Seller may, by written Notice of Termination served upon Buyer, terminate this Contract. In the event of such termination, all monies paid under this contract by Buyer shall be retained by Seller and applied against any actual damages incurred by the Seller for breach of this contract. Seller shall be entitled to recover actual damages incurred by Seller due to a default or breach of the contract by Buyer, if the monies paid by Buyer and applied by Seller against the actual damages are not sufficient to fully compensate the actual damages. Seller shall have a cause of action against Buyer for such unpaid actual damages.
 - c. If Seller fails to perform the obligations imposed upon Seller by this Contract, then Buyer may terminate this Contract upon similar Notice of Default and similar Notice of Termination served upon Seller. In the event of such termination, all monies paid under this Contract by Buyer shall be returned to Buyer.
 - d. Default by Buyer or Seller shall entitle the non-defaulting party to claim as damages all reasonable costs, attorney's fees, and expenses incurred in connection with the judicial or non-judicial enforcement of this Contract.
 - e. No failure by Seller or Buyer to elect to declare a default, or to elect to declare a termination, shall be deemed a waiver of such party's right to make such election.
14. Notices. Any notice required under this Contract to be served upon Seller or Buyer shall be either personally delivered or mailed by Certified Mail to such party at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing. Any notice served upon a party by mail shall be deemed to have been served upon the date that such notice bearing fully prepaid postage is deposited in the United States mail.

- 15. RESPA. Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended.
- 16. Number and Gender. Each pronoun used in this Contract shall be construed to be plural or of feminine gender if required by the number or gender of the parties.
- 17. Merger. All offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Contract.
- 18. Time of the Essence. The time for performance of the obligations of the parties is of the essence of this Contract. Unless accepted by Seller, this offer expires at noon on February 28, 2020.
- 19. Succession of Obligations. All terms of this Contract shall be binding upon the heirs, legatees, devisees, personal representatives and assignees of the parties.
- 20. Construction. The language used in this Contract shall be deemed to be approved by all parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- 21. Duplicate Originals. Multiple copies of this Contract may be signed by all parties, and each copy so signed shall be considered an original document.

IN WITNESS WHEREOF, the parties have signed this Contract as of the day and year first above written.

SELLER: County of Champaign

BUYER: Alvin Williams

BY: _____

<p>Darlene A. Kloeppel, Champaign County Executive</p>	<p>Alvin Williams</p>
--	-----------------------

Address:
 County of Champaign
 c/o Champaign County State’s Attorney’s Office
 Civil Division 101 E. Main St.
 Urbana, IL 61801

Address:
 1504 Carroll Avenue,
 Apt. B
 Urbana, IL 61802

ORDINANCE NO. 2020-1
ORDINANCE AMENDING ZONING ORDINANCE
ZONING CASE 945-AT-19

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation for approval, and forwarded to this Board Case Number 945-AT-19;

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

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

PRESENTED, PASSED, APPROVED, AND RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

ATTEST:

Approved:

Aaron Ammons, County Clerk and
Ex-Officio Clerk of the County Board

Darlene A. Kloepfel, County Executive

Date:

1. Revise Section 6.1.5B.(2) as follows:

- (2) The PV SOLAR FARM County Board SPECIAL USE permit shall not be located in the following areas:
- a. Less than one-and-one-half miles from an incorporated municipality that has a zoning ordinance except for any power lines of 34.5 kVA or less and any related proposed connection to an existing substation. Any request for a waiver of this minimum separation shall include the following:
 - (a) No part of a PV SOLAR FARM shall be located within a contiguous urban growth area (CUGA) as indicated in the most recent update of the CUGA in the Champaign County Land Resource Management Plan, and there shall be a separation of one-half mile from a proposed PV SOLAR FARM to a municipal boundary at the time of application for the SPECIAL USE Permit.
 - (b) The ZONING ADMINISTRATOR shall notify in writing any municipality that is located within one-and one-half miles of any proposed PV SOLAR FARM upon the receipt of any substantial PV SOLAR FARM SPECIAL USE permit application in addition to any notice otherwise required.
 - (c) The PV SOLAR FARM SPECIAL USE permit application shall include documentation that the applicant has provided a complete copy of the SPECIAL USE permit application to any municipality within one-and-one-half miles of the proposed PV SOLAR FARM.
 - (d) Municipal subdivision approval for any PV SOLAR FARM land lease exceeding five years may be required by any relevant municipal authority that has an adopted comprehensive plan and when required said subdivision approval shall be necessary for compliance with Section 13.2.1.
 - (e) The public hearing for any proposed PV SOLAR FARM that is located within one-and-one-half miles of a municipality that has a zoning ordinance shall occur at a minimum of two BOARD meetings that are not less than 28 days apart to provide time for municipal comments

during the public hearing, unless the 28-day comment period is waived in writing by any relevant municipality.

- (f) For any proposed PV SOLAR FARM that is located within one-and-one-half miles of a municipality that has a zoning ordinance, the ZONING ADMINISTRATOR shall notify said municipality of the recommendation by the BOARD after the close of the public hearing.
- (g) After the initial review of the BOARD recommendation for the PV SOLAR FARM SPECIAL USE permit by the Environment and Land Use Committee of the COUNTY BOARD, if the Environment and Land Use Committee makes a preliminary determination to accept the BOARD recommendation, the PV SOLAR FARM SPECIAL USE permit shall remain at the Environment and Land Use Committee for a maximum 30-day comment period, or until the next regularly scheduled meeting, to allow comments regarding the PV SOLAR FARM SPECIAL USE permit to be received from any relevant municipal authority prior to the Environment and Land Use Committee recommendation to the County Board, unless the municipal comment period is waived in writing by any relevant municipality. If a PV SOLAR FARM is not located within one-and-one-half miles of a municipality the Environment and Land Use recommendation can be referred to the County Board without a municipal comment period.
- (h) If no municipal resolution regarding the PV SOLAR FARM is received from any municipality located within one-and-one-half miles of the PV SOLAR FARM prior to the consideration of the PV SOLAR FARM SPECIAL USE permit by the Champaign County Board, the ZONING ADMINISTRATOR shall provide documentation to the County Board that any municipality within one-and-one-half miles of the PV SOLAR FARM was provided notice of the meeting dates for consideration of the proposed PV SOLAR FARM SPECIAL USE Permit for both the Environment and Land Use Committee and the County Board.

2. Revise Section 8.2.3 as follows:

8.2.3 If any such NONCONFORMING USE of land ceases for any reason for a period of more than 180 consecutive days except for seasonal vacations lasting more than 274 consecutive days and that occur no more often than once in any 365 consecutive days or except when actively marketed for sale or rent by either the posting of a sign on the front LOT LINE of the property or when marketed by other affirmative means, any subsequent USE of such land shall conform to the regulations and standards set by this ordinance for the DISTRICT in which such land is located. The requirements of Section 8.2.3 shall not apply to any PV SOLAR FARM authorized prior to February 20, 2020, or PV SOLAR FARM equipment that is in the process of being repaired or replaced.

3. Add new Section 8.2.4 as follows:

8.2.4 For purposes of applicability of this Section 8.2 to any PV SOLAR FARM, any PV SOLAR FARM for which a SPECIAL USE permit had been authorized prior to February 20, 2020, said PV SOLAR FARM may be constructed in compliance with the SPECIAL USE permit and subject to a duly approved Zoning Use Permit so long as the construction shall be consistent with the SPECIAL USE permit expiration requirements of Section 6.1.5 T. and any special conditions of approval that may be applicable.

ORDINANCE NO. 2020-2
ORDINANCE AMENDING ZONING ORDINANCE
ZONING CASE 946-AT-19

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation for approval, and forwarded to this Board Case Number 946-AT-19;

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

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

PRESENTED, PASSED, APPROVED, AND RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

ATTEST:

Approved:

Aaron Ammons, County Clerk and
Ex-Officio Clerk of the County Board

Darlene A. Kloepfel, County Executive

Date:

1. Revise Section 6.1.5B.(2) as follows:

- (2) The PV SOLAR FARM County Board SPECIAL USE permit shall not be located in the following areas:
- a. Less than one-and-one-half miles from an incorporated municipality that has a zoning ordinance except for any power lines of 34.5 kVA or less and any related proposed connection to an existing substation. Any request for a waiver of this minimum separation shall include the following:
 - (a) No part of a PV SOLAR FARM shall be located within a contiguous urban growth area (CUGA) as indicated in the most recent update of the CUGA in the Champaign County Land Resource Management Plan.
 - (b) The ZONING ADMINISTRATOR shall notify in writing any municipality that is located within one-and one-half miles of any proposed PV SOLAR FARM upon the receipt of any substantial PV SOLAR FARM SPECIAL USE permit application in addition to any notice otherwise required.
 - (c) The PV SOLAR FARM SPECIAL USE permit application shall include documentation that the applicant has provided a complete copy of the SPECIAL USE permit application to any municipality within one-and-one-half miles of the proposed PV SOLAR FARM.
 - (d) Municipal subdivision approval for any PV SOLAR FARM land lease exceeding five years may be required by any relevant municipal authority that has an adopted comprehensive plan and when required said subdivision approval shall be necessary for compliance with Section 13.2.1.
 - (e) The public hearing for any proposed PV SOLAR FARM that is located within one-and-one-half miles of a municipality that has a zoning ordinance shall occur at a minimum of two BOARD meetings that are not less than 28 days apart to provide time for municipal comments during the public hearing, unless the 28-day comment period is waived in writing by any relevant municipality.

- (f) For any proposed PV SOLAR FARM that is located within one-and-one-half miles of a municipality that has a zoning ordinance, the ZONING ADMINISTRATOR shall notify said municipality of the recommendation by the BOARD after the close of the public hearing.
- (g) After the initial review of the BOARD recommendation for the PV SOLAR FARM SPECIAL USE permit by the Environment and Land Use Committee of the COUNTY BOARD, if the Environment and Land Use Committee makes a preliminary determination to accept the BOARD recommendation, the PV SOLAR FARM SPECIAL USE permit shall remain at the Environment and Land Use Committee for a maximum 30-day comment period, or until the next regularly scheduled meeting, to allow comments regarding the PV SOLAR FARM SPECIAL USE permit to be received from any relevant municipal authority prior to the Environment and Land Use Committee recommendation to the County Board, unless the municipal comment period is waived in writing by any relevant municipality. If a PV SOLAR FARM is not located within one-and-one-half miles of a municipality the Environment and Land Use recommendation can be referred to the County Board without a municipal comment period.
- (h) If no municipal resolution regarding the PV SOLAR FARM is received from any municipality located within one-and-one-half miles of the PV SOLAR FARM prior to the consideration of the PV SOLAR FARM SPECIAL USE permit by the Champaign County Board, the ZONING ADMINISTRATOR shall provide documentation to the County Board that any municipality within one-and-one-half miles of the PV SOLAR FARM was provided notice of the meeting dates for consideration of the proposed PV SOLAR FARM SPECIAL USE Permit for both the Environment and Land Use Committee and the County Board.

2. Revise Section 8.2.3 as follows:

- 8.2.3 If any such NONCONFORMING USE of land ceases for any reason for a period of more than 180 consecutive days except for seasonal vacations lasting more

than 274 consecutive days and that occur no more often than once in any 365 consecutive days or except when actively marketed for sale or rent by either the posting of a sign on the front LOT LINE of the property or when marketed by other affirmative means, any subsequent USE of such land shall conform to the regulations and standards set by this ordinance for the DISTRICT in which such land is located. The requirements of Section 8.2.3 shall not apply to any PV SOLAR FARM authorized prior to February 20, 2020, or PV SOLAR FARM equipment that is in the process of being repaired or replaced.

3. Add new Section 8.2.4 as follows:

- 8.2.4 For purposes of applicability of this Section 8.2 to any PV SOLAR FARM, any PV SOLAR FARM for which a SPECIAL USE permit had been authorized prior to February 20, 2020, said PV SOLAR FARM may be constructed in compliance with the SPECIAL USE permit and subject to a duly approved Zoning Use Permit so long as the construction shall be consistent with the SPECIAL USE permit expiration requirements of Section 6.1.5 T. and any special conditions of approval that may be applicable.



**CHAMPAIGN COUNTY BOARD
HIGHWAY & TRANSPORTATION COMMITTEE
Summary of Action Taken at the February 7, 2020 Meeting**

MEMBERS PRESENT: Lorraine Cowart (Chair), Brad Clemmons, John Clifford, Cynthia Fears, Jim McGuire, Giraldo Rosales, Chris Stohr

MEMBERS ABSENT: None

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	9: 10 AM
II. Roll Call	7 Committee members present
III. Approval of Agenda/Addenda	Approved
IV. Approval of Minutes – November 8, 2019	Approved
V. Approval of Closed Session Minutes- November 8, 2019	Approved
VI. Public Participation	None
VII. Communications	None
VIII. County & Township Motor Fuel Tax Claims–November & December 2019 and January 2020	Approved
IX. FY 19 Final Bridge Report	Information Only
X. Mahomet Township Section #18-15063-00-BR, Bid Tab	Information Only
XI. Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Ayers Township, #20-01084-00-BR	<i>*RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Ayers Township, #20-01084-00-BR</i>
XII. Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Somer Township, #20-25085-00-BR	<i>*RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Somer Township, #20-25085-00-BR</i>
XIII. Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Sadorus Township, #20-22088-00-BR	<i>*RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Sadorus Township, #20-22088-00-BR</i>

Agenda Item

Action Taken

XIV. Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Sadorus Township, #20-22089-00-BR

****RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Sadorus Township, #20-22089-00-BR***

XV. Resolution Appropriating County Bridge Funds for the Rehabilitation of Structure #010-4269 on County Road 00N, Section #20-00087-00-BR

****RECOMMEND COUNTY BOARD APPROVAL of Resolution Appropriating County Bridge Funds for the Rehabilitation of Structure #010-4269 on County Road 00N, Section #20-00087-00-BR***

XVI. Resolution Appropriating County Bridge Funds for the Replacement of Structure #010-0224 on County Road 13, Section #19-00077-00-BR

****RECOMMEND COUNTY BOARD APPROVAL of Resolution Appropriating County Bridge Funds for the Replacement of Structure #010-0224 on County Road 13, Section #19-00077-00-BR***

XVII. Resolution Appropriating County Motor Fuel Tax Funds for the Improvement of County Highway 32, Section #20-00086-00-BR

****RECOMMEND COUNTY BOARD APPROVAL of Resolution Appropriating County Motor Fuel Tax Funds for the Improvement of County Highway 32, Section #20-00086-00-BR***

XVIII. Other Business

None

XIX. Chair's Report

None

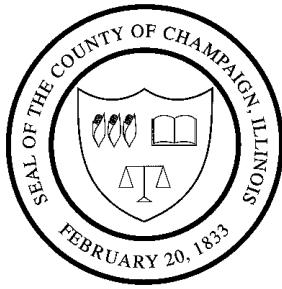
XX. Designation of Items to be Placed on the Consent Agenda

XI thru XVII

XXI. Adjournment

9:26 AM

***Denotes Inclusion on the Consent Agenda**



CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE
Finance/ Policy, Personnel, & Appointments/Justice & Social Services Action Plan
 County of Champaign, Urbana, Illinois
 Tuesday, February 11, 2020 – 6:30 p.m.

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

<u>Agenda Items</u>	<u>Action</u>
I. <u>Call to Order</u>	6:33
II. <u>Roll Call</u>	17 members present
III. <u>Approval of Agenda/Addenda</u>	Approved
IV. <u>Approval of Minutes</u> A. January 14, 2020	Approved with additions
V. <u>Public Participation</u>	Dottie Vura-Weis & Nathan Poulosky
VI. <u>Presentation</u> A. Sheriff's Annual Report	Information Only
VII. <u>Communications</u> A. Mahomet-Seymour Community Schools letter	Information Only
VIII. <u>Justice and Social Services</u> A. Monthly Reports – All reports are available on each department's webpage through the department reports page at: http://www.co.champaign.il.us/CountyBoard/Reports.php <ul style="list-style-type: none"> • Probation & Court Services – December 2019 & 2019 4th Quarter Report • Public Defender – January 2020 • Animal Control – October, November & December 2019 • Emergency Management Agency – January 2020 • Head Start – October & November 2019 	Received and placed on file
B. Rosecrance Re-Entry Financial Report – December 2019	Information Only
C. Resolution honoring Chief Deputy Circuit Clerk Brian Kelly	<i>*RECOMMEND COUNTY BOARD APPROVAL of a resolution honoring Chief Deputy Circuit Clerk Brian Kelly</i>
D. <u>Other Business</u>	None

- | | |
|--|---|
| E. <u>Chair's Report</u> | Update regarding jail consolidation |
| F. <u>Designation of Items to be Placed on the Consent Agenda</u> | VIII. C. |
|
 | |
| IX. <u>Policy, Personnel, & Appointments</u> | |
| A. County Executive | |
| 1. Monthly HR Report – January 2020 | Received and placed on file |
| 2. Appointments/Reappointments | |
| a. Locust Grove Cemetery
Applicant: | <i>*RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Dale Kirby to the Locust Grove Cemetery Association</i> |
| • Dale Kirby | |
| b. Lincoln Legacy Committee
Applicant: | <i>*RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Kay Grabow to the Lincoln Legacy Committee</i> |
| • Kay Grabow | |
|
 | |
| B. County Clerk | |
| 1. January 2020 Report | Received and placed on file |
| 2. Resolution to establish polling locations for the 2020 General Primary Election | RECOMMEND COUNTY BOARD APPROVAL of a resolution establishing polling locations for the 2020 General Primary Election |
|
 | |
| C. <u>Other Business</u> | |
| None | |
|
 | |
| D. <u>Chair's Report</u> | |
| 1. Vacancies appointed by County Executive | Discussion |
|
 | |
| E. <u>Designation of Items to be Placed on the Consent Agenda</u> | IX. A. 2. a, b |
|
 | |
| X. <u>Finance</u> | |
| A. Budget Amendments/Transfers | |
| 1. Budget Amendment 20-00005
Fund 850 Geog Inf Sys Joint Venture / Dept 111
Operations & Administration
Increased appropriations: \$39,856
Increased revenue: \$24,754
Reason: 2019 LiDAR acquisition project delayed due to unfavorable weather conditions.
Amendment needed to cover costs from FY2020 budget. The majority of the expenditure to be paid with pass through of funds from the member agencies as reflected in requested revenue increases. Funds from the CCGISC Fund balance will be used for the remainder of the expenditure. | <i>*RECOMMEND COUNTY BOARD APPROVAL of a resolution authorizing budget amendment 20-00005</i> |

2. Budget Amendment 20-00006
Fund 107 Geographic Inf System Fund / Dept
010 County Board
Increased appropriations: \$6,187
Increased revenue: \$0
Reason: LIDAR project scheduled for FY2019
was incomplete due to unfavorable weather
conditions requiring appropriation originally
budgeted in FY19 to be re-appropriated in
FY20. Unspent FY19 appropriation, originally
budgeted for \$20,000 is in fund balance. The
County's contribution towards the project is
\$6,187.

****RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
budget amendment 20-00006***

3. Budget Amendment 19-00076
Fund 092 Law Library / Dept 074 Law Library
Increased appropriations: \$2,265
Increased revenue: \$3,369
Reason: Requesting increase to cover
unaccounted for invoices to be paid from fiscal
year 2019.

****RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
budget amendment 19-00076***

4. Budget Amendment 19-00075
Fund 080 General Corporate / Dept 042 Coroner
Increased appropriations: \$15,262
Increased revenue: \$15,262
Reason: To cover end of fiscal year 2019
autopsy, toxicology and histology expenses. The
increased expenditure is offset by increased
revenue in the Coroner statutory fees and
reimbursement of costs line items.

****RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
budget amendment 19-00075***

5. Budget Amendment 19-00074
Fund 610 Working cash fund / Dept 026 County
Treasurer
Increased appropriations: \$2,025
Increased revenue: \$2,025
Reason: Increased interest earnings resulted in
the need for the transfer to the general fund to be
increased.

****RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
budget amendment 19-00074***

6. Budget Amendment 20-00007
Fund 075 Regional Planning Comm / Dept 854
Smart Energy Design Assist
Increased appropriations: \$25,000
Increased revenue: \$25,000
Reason: See attached

****RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
budget amendment 20-00007***

7. Budget Transfer 19-00019
Fund 679 Child Advocacy Center / Dept 179
Child Advocacy Center
Total amount: \$1,550
Reason: Transfer of spending authority to pay
for FY19 liability insurance costs

****RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
budget transfer 19-00019***

B. Treasurer	1. Tax Distribution Summary Report – Reports are available on the Treasurer’s webpage at: http://www.co.champaign.il.us/treasurer/reports.php	Received and placed on file
C. Auditor	1. Monthly Report – December 2019 – Reports are available on the Auditor’s webpage at: http://www.co.champaign.il.us/auditor/countyboardreports.php	Received and placed on file
D. County Executive	1. Resolution authorizing a loan to the general corporate fund from the public safety sales tax fund 2. Resolution abating taxes levied on outstanding bonds 3. Resolution extending the East Mahomet re-development project area tax increment financing district and authorizing a letter of support	<p><i>*RECOMMEND COUNTY BOARD APPROVAL of a resolution authorizing a loan to the general corporate fund from the public safety sales tax fund</i></p> <p><i>*RECOMMEND COUNTY BOARD APPROVAL of a resolution abating taxes levied on outstanding bonds</i></p> <p>RECOMMEND COUNTY BOARD APPROVAL of a resolution extending the East Mahomet re-development project area tax increment financing district and authorizing a letter of support</p>
E. <u>Other Business</u>		None
F. <u>Chair’s Report</u>		Thanked the Auditors Office and Ms. Fortado for the amount of time they have spent assisting the Treasurer’s Office
G. <u>Designation of Items to be Placed on the Consent Agenda</u>		X. A. 1, 2, 3, 4, 5, 6, 7 D. 1, 2
XI. <u>Other Business</u>		None
XII. <u>Adjournment</u>		8:14 p.m.

****Denotes inclusion on the Consent Agenda***

RESOLUTION NO. 2020-25

**RESOLUTION TO ESTABLISH POLLING LOCATIONS FOR THE 2020 GENERAL
PRIMARY ELECTION**

WHEREAS, pursuant to 10 ILCS 5/11-1, the County Board shall fix and establish polling places for holding elections in its respective county and all elections shall be held at the places so fixed; and

WHEREAS, the County Board of Champaign County seeks to ensure that voters can easily identify the location of established polling places; and

WHEREAS, the County Board of Champaign County established polling places for all Champaign County precincts on January 21, 2016; and

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board, Champaign County, Illinois that the place for holding elections in Champaign County (see attached listing)

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of February, A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded & Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County
Executive
Date: _____

Polling Places

Ayers		Broadlands Fire Station	102 State Street	Broadlands, IL 61816
Brown	Fisher	Fisher Community Building	100 E School St.	Fisher, IL 61843
Brown	Foosland	Fisher Community Building	100 E School St	Fisher, IL 61843
Champaign	1	Mt Calvary Baptist Church	1601 Bloomington Rd	Champaign IL 61821
Champaign	2	Alan G. Ryle Companies	4102 Belmont Point	Champaign IL 61822
Champaign	3	Bible Baptist Church	4001 W Kirby Ave	Champaign, IL 61822
Champaign	4	Savoy Recreation Center	402 W Graham	Savoy, IL 61874
Champaign	5	Curtis Road Church of God	2604 Curtis Rd	Champaign, IL 61822
Champaign	6	First Baptist Church at Savoy	1602 S. Prospect Avenue	Savoy IL 61874
City of Champaign	1	Douglass Center Annex	804 N Fifth St	Champaign, IL 61820
City of Champaign	2	Cohen Hillel Center at UIUC	503 E John	Champaign, IL 61820
City of Champaign	3	University YMCA	1001 S Wright St	Champaign, IL 61820
City of Champaign	4	University YMCA	1001 S Wright St	Champaign, IL 61820
City of Champaign	5	Activities and Recreation Center (ARC)	201 E Peabody Dr	Champaign, IL 61820
City of Champaign	6	The Church Of The Living God	312 E Bradley	Champaign, IL 61820
City of Champaign	7	Cohen Hillel Center at UIUC	503 E John	Champaign, IL 61820
City of Champaign	8	Activities and Recreation Center (ARC)	201 E Peabody Dr	Champaign IL 61820
City of Champaign	9	IL Employment and Training Ctr.	1307 N Mattis	Champaign, IL 61821
City of Champaign	10	The Church Of The Living God	312 E Bradley	Champaign IL 61820
City of Champaign	11	Holy Cross Parish Center	405 W Clark	Champaign IL 61820
City of Champaign	12	Holy Cross Parish Center	405 W Clark	Champaign IL 61820
City of Champaign	13	E.H. Mellon Adm. Ctr.	703 S New	Champaign IL 61820
City of Champaign	14	E.H. Mellon Adm. Ctr.	703 S New	Champaign IL 61820

City of Champaign	15	Faith Methodist Church	1719 S Prospect Ave	Champaign IL 61821
City of Champaign	16	Good Shepherd Lutheran Church	2101 S Prospect Ave	Champaign IL 61821
City of Champaign	17	Mt Calvary Baptist Church	1601 W Bloomington Rd	Champaign IL 61821
City of Champaign	18	Farm Bureau	801 Country Fair Dr	Champaign IL 61821
City of Champaign	19	Salvation Army Corps	502 N Prospect	Champaign IL 61820
City of Champaign	20	Grace Lutheran Church	313 S Prospect Ave	Champaign IL 61821
City of Champaign	21	St. Peter's United Church of Christ	905 S Russell	Champaign IL 61821
City of Champaign	22	Hessel Pk. Christian Reformed Church	700 W Kirby	Champaign IL 61820
City of Champaign	23	Faith Methodist Church	1719 S Prospect Ave	Champaign IL 61821
City of Champaign	24	Good Shepherd Lutheran Church	2101 S Prospect Ave	Champaign IL 61821
City of Champaign	25	Hays Center	1311 W Church	Champaign IL 61821
City of Champaign	26	St. John's Lutheran Church	509 S Mattis Ave	Champaign IL 61821
City of Champaign	27	Champaign Church of Christ	1509 W John	Champaign IL 61820
City of Champaign	28	Champaign Church of Christ	1509 W John	Champaign IL 61821
City of Champaign	29	Westminster Presbyterian Church	1700 Crescent Dr	Champaign IL 61821
City of Champaign	30	St. John's Lutheran Church	509 S Mattis Ave	Champaign IL 61821
City of Champaign	31	Leonhard Recreation Center	2307 W Sangamon	Champaign IL 61821
City of Champaign	32	Free Methodist Church	1913 S Mattis Ave	Champaign IL 61821
City of Champaign	33	Meadowbrook Community Church	1902 S Duncan Rd	Champaign IL 61821
City of Champaign	34	Parkland College Tony Noel Ag Center	2400 W Bradley Ave	Champaign IL 61821
City of Champaign	35	Bresnan Meeting Center	706 Kenwood Rd	Champaign IL 61821
City of Champaign	36	Stratford Park Bible Chapel	2801 W Kirby	Champaign IL 61821
City of Champaign	37	Carpenters' Local No. 243	402 S Duncan Rd	Champaign IL 61821
City of Champaign	38	Windsor Rd. Christian Church	2501 W Windsor Rd	Champaign IL 61822

City of Champaign	39	First Christian Church	3601 S Staley Rd	Champaign, IL 61822
Colfax		Ivesdale Fire Station	406 Third	Ivesdale, IL 61851
Compromise	Gifford	Gifford Community Bldg	101 S Main	Gifford, IL 61847
Compromise	Penfield	I & I Antique Tractor Club	401 Busey	Penfield IL 61862
Condit		River Valley Church of	17 Owlcreek Ln	Fisher, IL 61843
Crittenden		Pesotum Community Building	103 E Lincoln	Pesotum, IL 61863
Cunningham	1	Mt Olive Baptist Church	808 E Bradley Ave	Urbana, IL 61801
Cunningham	2	Illini Union	1401 W Green	Urbana, IL 61801
Cunningham	3	Illini Union	1401 W Green	Urbana IL 61801
Cunningham	4	Twin City Bible Church	810 W Michigan	Urbana IL 61801
Cunningham	5	Florida Ave. Residence Hall	1005 W College Ct	Urbana IL 61801
Cunningham	6	Vineyard Church	1500 N Lincoln Ave	Urbana IL 61801
Cunningham	7	First Presbyterian Church	602 W Green St	Urbana, IL 61801
Cunningham	8	First Presbyterian Church	602 W Green St	Urbana IL 61801
Cunningham	9	Twin City Bible Church	810 W Michigan	Urbana IL 61801
Cunningham	10	Urbana Free Library	210 W Green St	Urbana IL 61801
Cunningham	11	Urbana City Building	400 S Vine	Urbana IL 61801
Cunningham	12	Urbana City Building	400 S Vine	Urbana IL 61801
Cunningham	13	Pennsylvania Ave. Baptist Church	600 E Pennsylvania Ave	Urbana IL 61801
Cunningham	14	Clark-Lindsey Village	101 W Windsor Rd	Urbana IL 61801
Cunningham	15	Church of Christ	2601 S Philo Rd	Urbana IL 61802
Cunningham	16	Pennsylvania Ave. Baptist Church	600 E Pennsylvania Ave	Urbana IL 61801
Cunningham	17	Champaign-Urbana Mass Transit District	1207 E University Ave	Urbana, IL 61802
Cunningham	18	Champaign County Clerk's Office	1776 E Washington	Urbana IL 61802
Cunningham	19	Champaign County Clerk's Office	1776 E Washington	Urbana IL 61802
Cunningham	20	Sunnycrest Center	1717 Philo Rd	Urbana, IL 61801
Cunningham	21	Steer Place Community Room	1202 E Harding	Urbana IL 61801
Cunningham	22	Quest United Methodist Church	2004 Philo Rd	Urbana IL 61802
Cunningham	23	St. Matthew's Lutheran Church	2200 Philo Rd	Urbana IL 61802
East Bend		Dewey Community Building	9 Main	Dewey IL 61840
Harwood		Gifford Community Bldg	101 S Main St	Gifford IL 61847
Hensley		Hensley Town Hall	SW Corner of Hensley Rd & 900E	Champaign IL 61822

Kerr		I & I Antique Tractor Club	401 Busey	Penfield IL 61862
Ludlow	1	Ludlow Community Ctr.	133 W Thomas	Ludlow IL 60949
Ludlow	2	St. Christopher Episcopal Church	1501 E Grove	Rantoul IL 61866
Ludlow	3	Bethany Park Christian Church	1401 E Grove	Rantoul IL 61866
Mahomet	1	Mahomet Area Community Ctr.	510 E Main Street	Mahomet IL 61853
Mahomet	2	The Glenwood	1709 S Division St	Mahomet IL 61853
Mahomet	3	Lake of the Woods	Elks Lake Pavilion	Mahomet IL 61853
Mahomet	4	Lake of the Woods	Elks Lake Pavilion	Mahomet IL 61853
Mahomet	5	Point of Change Church	702 Turkey Farm Rd	Mahomet IL 61853
Newcomb		Newcomb Town Hall	355 Co Rd 2700N	Mahomet IL 61853
Ogden	1	Ogden Rose Library	103 E Main St	Ogden IL 61859
Ogden	2	Royal Community Building	103 S Park	Royal IL 61871
Pesotum		Pesotum Community Building	103 E Lincoln	Pesotum IL 61863
Philo		Philo Town Hall	104 Harrison	Philo IL 61864
Rantoul	1	The Gathering Place (First United Methodist Ch.)	200 S Century Blvd	Rantoul IL 61866
Rantoul	2	Eagle's View Retirement Center	200 W International	Rantoul IL 61866
Rantoul	3	American Lutheran Church	500 Church Dr	Rantoul IL 61866
Rantoul	4	Thomasboro Fire Station	101 N Church St	Thomasboro IL 61878
Rantoul	5	The Gathering Place (First United Methodist Ch.)	200 S Century Blvd	Rantoul IL 61866
Rantoul	6	Rantoul Youth Center	1306 Country Club Lane	Rantoul IL 61866
Raymond		Longview Fire Station	112 E Logan	Longview IL 61852
Sadorus	Sadorus	Sadorus Village Hall	115 E Market	Sadorus IL 61872
Sadorus	Ivesdale	Ivesdale Fire Station	406 Third	Ivesdale IL 61851
Scott	Bondville	Bondville Village Hall	102 S Walnut	Bondville IL 61815
Scott	Seymour	Seymour Meeting Center	112 N Main	Seymour IL 61875
Sidney		Sidney United Church	501 E Main	Sidney IL 61877
Somer		Somer Township Building	5406 NW Arrowhead Drive	Urbana IL 61802
South Homer		Homer City Building	500 E 2nd St	Homer IL 61849
Stanton		Stanton Township Building & Town Hall	NW Corner of Rds 2100N & 2100E	St. Joseph IL 61873
St. Joseph	1	St. Joseph Township Bldg.	400 W Sherman	St. Joseph IL 61873
St. Joseph	2	Living Word Fellowship Church	1000 Park Ave	St. Joseph IL 61873
St. Joseph	3	Prince of Peace Lutheran Church	802 E Douglas	St Joseph, IL 61873

Tolono	1	Tolono Public Library	111 E Main	Tolono IL 61880
Tolono	2	Savoy Municipal Building	611 N. Dunlap	Savoy IL 61874
Tolono	3	Tolono West Fire Station	202 W Linden	Tolono IL 61880
Urbana	1	Church of Christ	2601 S Philo Rd	Urbana IL 61802
Urbana	2	Carroll Fire Protection Dist. Bldg.	1811 Brownfield Rd	Urbana IL 61802
Urbana	3	Vineyard Church	1500 N Lincoln	Urbana IL 61802
Urbana	4	Edge-Scott Fire Department	201 Smith Rd	Urbana IL 61802



AARON AMMONS
CHAMPAIGN COUNTY CLERK

Champaign County, Illinois

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

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

Memo

To: County Executive Kloeppel, Board Chair, Rosales, and Champaign County Board Members
From: Aaron Ammons, Champaign County Clerk
Date: January 21, 2020
Re: Polling Place Resolution

According to the Illinois statute 10 ILCS 5/11-1, the County Board shall fix and establish the places for holding elections in its respective county and all elections shall be held at the places so fixed.

Attached to the resolution is a final listing of polling places to be approved by the Champaign County Board for early voting and for the General Primary Election March 17, 2020.

Aaron Ammons

Champaign County Clerk

RESOLUTION NO. 2020-28

A RESOLUTION SUPPORTING AN EXTENSION OF THE EAST MAHOMET REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCING DISTRICT AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN A LETTER OF SUPPORT FOR THE EXTENSION

WHEREAS, Champaign County includes residents located in the Village of Mahomet; and,

WHEREAS, Champaign County and the Village of Mahomet have historically worked together to grow the tax base for the benefit of residents, and;

WHEREAS, the East Mahomet Tax Increment Area Redevelopment Project Plan (the “East Mahomet TIF”), predominately used to fund eligible public infrastructure projects, is set to expire on December 31, 2024, and;

WHEREAS, the Village of Mahomet has proposed extending the East Mahomet TIF for twelve years, expiring on December 31, 2036 to fund the extension of South Mahomet Road and a new railroad crossing which will serve the regional transportation needs of area residents, and:

WHEREAS, the extension of the East Mahomet TIF will incentivize further development and the growth of the tax base, and;

WHEREAS, Champaign County wishes to support the extension of the East Mahomet TIF under the existing terms, conditions and definitions including 100% of any Incremental Taxes attributable to any Residential Property and 50% of any Incremental Taxes attributable to any other lot, block, tract or parcel of real property within the Redevelopment Project Area.

NOW, THEREFORE, BE IT RESOLVED this 20th day of February 2020 that the County Board of Champaign County, State of Illinois:

1. The County Board finds that all of the recitals contained above are true and correct, and that the same are hereby incorporated herein by reference.
2. The County Board hereby supports an Extension of the East Mahomet Tax Increment Area Redevelopment Project Plan until December 31, 2036, including as set forth in the letter of support attached hereto.
3. That Darlene A. Kloepfel, County Executive, be hereby authorized to sign such letter of support for the extension of the East Mahomet Tax Increment Area Redevelopment Project Plan.
4. This Resolution shall be in full force and effect upon its adoption.

PRESENTED, PASSED, APPROVED, AND RECORDED this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
&: Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

County of Champaign
Brookens Administrative Center
1776 East Washington Street
Urbana, Illinois 61802-4581

February 20, 2020

Illinois General Assembly
301 S 2nd St
Springfield, Illinois 62701

Re: Village of Mahomet, Champaign County, Illinois
East Mahomet Tax Increment Area Redevelopment Project Plan designated December 21, 2000

To Members of the General Assembly:

The Village of Mahomet, Champaign County, Illinois has requested our support in connection with the extension to December 31, 2036 of its East Mahomet Tax Increment Area Redevelopment Project Plan in order to permit the Village to continue its program for the redevelopment of the East Mahomet Redevelopment Project Area. After a review of the accomplishments to date and the need to enable the Village to continue its approved redevelopment plan for this project area which includes high priority transportation infrastructure projects, we support the Village of Mahomet's request. We believe an extension to December 31, 2036 of the designation of the Village's East Mahomet Tax Increment Area Redevelopment Project Plan is warranted.

Best Regards,

Darlene A. Kloepfel, MSW, MS, MCP
Champaign County Executive

RESOLUTION NO. 2020-44

PURCHASES NOT FOLLOWING PURCHASING POLICY

February 2020

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 January 23, 2020 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of February A.D. 2020.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

FOR COUNTY BOARD APPROVAL
2/7/20

PURCHASES NOT FOLLOWING THE PURCHASING POLICY AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
INAPPROPRIATE USE OF COUNTY FUNDS						
** County Clerk	080-022-522.10	22-252	1/21/2020	Biaggi's Year End Meal Note: the County was reimbursed in full	Visa/Biaggi's	343.45
EMERGENCY PURCHASE						
None						
NO PURCHASE ORDER ISSUED						
None						
CREDIT CARD PAYMENT PAID WITH TAX						
None						
CREDIT CARD PAID WITH NO RECEIPT						
** County Clerk	080-022-various	22-252	1/21/2020	Walgreen 12/19 paper plates	Visa/Walgreens	11.41

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

** Paid-For information only

RESOLUTION NO. 2020-52

PAYMENT OF CLAIMS AUTHORIZATION

February 2020

FY 2019/2020

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$10,484,201.23 including warrants 603105 through 604561 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 \$10,484,201.23 including warrants 603105 through 604561 is approved.

PRESENTED, ADOPTED, APPROVED, by the County Board this 20th day of February, A.D. 2019.

Giraldo Rosales, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____