

# COUNTY BOARD ADDENDUM

*County of Champaign, Urbana, Illinois*

*Thursday, July 22, 2010 – 7:00 p.m.*

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

## Page Number

### **X. Standing Committee Reports**

#### **A. Finance**

6. \*\*Adoption of Resolution No. 7428 – Emergency Budget \*1-3  
Amendment #10-00063  
Fund/Dept: 476 Self-Funded Insurance – 118 Property/Liability Insurance  
Increased Appropriations: \$58,957  
Increased Revenue: \$58,957  
Reason: A-Reimbursement for repair of Highway Truck DOL: 2/5/10,  
Claim #2010-A-05 (Geico); B-Reimbursement clean-up of Highway  
Building DOL: 4/5/10, Claim #2010-P-05 (Cincinnati);  
C- Reimbursement clean-up and painting of Highway Building DOL:  
4/5/10, Claim #2010-P-05 (Cincinnati).
7. \*\*Adoption of Resolution No. 7429 – Emergency Budget \*4-5  
Transfer #10-00004  
Fund/Dept: 641 Access Initiative Grant - 053 Mental Health Board  
Total Amount of Transfer: \$79,666  
Reason: Adjustments to line items necessary to cover expenditures for  
County FY2010.

#### **C. County Facilities**

3. Adoption of Resolution No. 7430 Approving a Lease Agreement Between \*6-15  
the Champaign-Urbana Public Health District and the County of  
Champaign for the Children's Advocacy Center's Premises

\*Roll Call

\*\*Roll call and 18 votes

\*\*\*Roll call and 21 votes

\*\*\*\*Roll call and 14 votes

Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

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

RESOLUTION NO. 7428

EMERGENCY BUDGET AMENDMENT

July 2010

FY 2010

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the FY2010 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the FY2010 budget.

Budget Amendment #10-00063

Fund 476 Self-Funded Insurance  
Dept. 118 Property/Liability Insurance

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
534.80 Auto Damage/Liability Claims	\$1,722
533.26 Property Loss/Damage Claims	\$1,849
533.26 Property Loss/Damage Claims	<u>\$55,386</u>
Total	\$58,957
Increased Revenue:	
369.90 Other Misc. Revenue	\$1,722
369.80 Insurance Claims Reimbursement	\$1,849
369.80 Insurance Claims Reimbursement	<u>\$55,386</u>
Total	\$58,957

REASON: A-Reimbursement for repair of Highway Truck DOL: 2/5/10, Claim #2010-A-05 (Geico);  
B-Reimbursement clean-up of Highway Building DOL: 4/5/10, Claim #2010-P-05 (Cincinnati);  
C- Reimbursement clean-up and painting of Highway Building DOL: 4/5/10, Claim #2010-P-05 (Cincinnati).

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of July, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

FUND 476 SELF-FUNDED INSURANCE

DEPARTMENT 118 PROPERTY/LIABILITY INSUR

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
A 476-118-534.80 AUTO DAMAGE/LIAB CLAIMS	56,357	89,457	91,179	1,722
B 476-118-533.26 PROPERTY LOSS/DMG CLAIMS	15,000	120,913	122,762	1,849
C 476-118-533.26 PROPERTY LOSS/DMG CLAIMS	15,000	120,913	176,299	55,386
<b>TOTALS</b>	86,357	331,283	390,240	58,957

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
A 476-118-369.90 OTHER MISC. REVENUE	0	13,100	14,822	1,722
B 476-118-369.80 INSURANCE CLAIMS REIMB	0	54,913	56,762	1,849
C 476-118-369.80 INSURANCE CLAIMS REIMB	0	54,913	110,299	55,386
<b>TOTALS</b>	0	122,926	181,883	58,957

**EXPLANATION:** A-REIMBURSEMENT FOR REPAIR OF HWY TRUCK DOL:2-5-10  
CLM#2010-A-05 (GEICO); B-REIMBURSEMENT CLEAN-UP OF HWY BLDG DOL:4-5-10  
CLM#2010-P-05 (CINCINNATI); C-REIMBURSEMENT CLEAN-UP & PAINTING OF HWY  
BLDG DOL: 4-5-10 CLM#2010-P-05 (CINCINNATI)

DATE SUBMITTED: <p align="center">7-19-10</p>	AUTHORIZED SIGNATURE <p align="center"><i>Daniel Busby</i></p>	** PLEASE SIGN IN BLUE INK **
--	---	-------------------------------

APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_


RESOLUTION NO. 7429

EMERGENCY TRANSFER OF FUNDS

July 2010

FY 2010

WHEREAS, the Finance Committee has not approved the following transfer between accounts within the fund listed below; and

WHEREAS, sufficient amounts have been appropriated to support such a transfer;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following transfer within the FY2010 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following transfer to the FY2010 budget.

Budget Transfer #10-00004

Fund 641 Access Initiative Grant  
Dept. 053 Mental Health Board

<u>TRANSFER TO</u> <u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>TRANSFER FROM</u> <u>ACCOUNT DESCRIPTION</u>
533.92 Contributions and Grants	\$11,248	511.02 Appointed Official Salary
533.92 Contributions and Grants	\$59,332	511.03 Regular Full-Time Employees
533.92 Contributions and Grants	\$3,636	513.01 Social Security-Employer
533.92 Contributions and Grants	\$5,288	513.02 IMRF-Employer Cost
533.92 Contributions and Grants	<u>\$162</u>	513.04 Workers' Compensation Insurance
Total:	\$79,666	

REASON: Adjustments to line items necessary to cover expenditures for County FY10.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of July, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

REQUEST FOR BUDGET TRANSFER  
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 10-00004

FUND 641 ACCESS INITIATIVE GRANT DEPARTMENT 053 MENTAL HEALTH BOARD

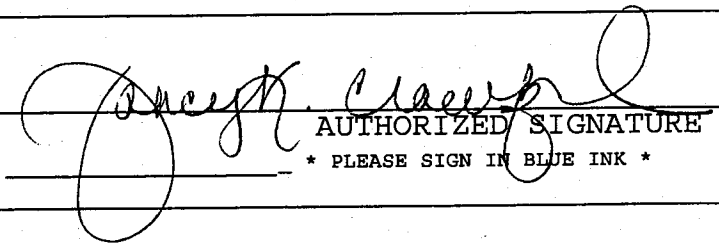
TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
641-053-533.92 CONTRIBUTIONS & GRANTS	11,248.	641-053-511.02 APPOINTED OFFICIAL SALARY
641-053-533.92 CONTRIBUTIONS & GRANTS	59,332.	641-053-511.03 REG. FULL-TIME EMPLOYEES
641-053-533.92 CONTRIBUTIONS & GRANTS	3,636.	641-053-513.01 SOCIAL SECURITY-EMPLOYER
641-053-533.92 CONTRIBUTIONS & GRANTS	5,288.	641-053-513.02 IMRF - EMPLOYER COST
641-053-533.92 CONTRIBUTIONS & GRANTS	162.	641-053-513.04 WORKERS' COMPENSATION INS

EXPLANATION: ADJUSTMENTS TO LINE ITEMS NECESSARY TO COVER EXPENDITURES FOR  
COUNTY FY10.

DATE SUBMITTED: 07/16/10

  
 AUTHORIZED SIGNATURE  
 \* PLEASE SIGN IN BLUE INK \*

APPROVED BY PARENT COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BUDGET AND FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

RESOLUTION NO. 7430

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT AND THE COUNTY OF CHAMPAIGN FOR THE CHILDREN'S ADVOCACY CENTER'S PREMISES

WHEREAS, The Champaign County Children's Advocacy Center is a county agency and occupies leased premises owned by the Champaign-Urbana Public Health District; and

WHEREAS, The County of Champaign has negotiated a lease agreement with the Champaign-Urbana Public Health District outlining the financial participation and service responsibilities of the parties for a term beginning August 1, 2010 and ending July 31, 2011 with the option for renewal;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the County Board Chair is hereby authorized and directed to execute on behalf of the County of Champaign the lease agreement with the Champaign-Urbana Public Health District for premises occupied by the Children's Advocacy Center.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22nd day of July, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Mark Shelden, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

LEASE AGREEMENT

This Lease Agreement is made as of August 1, 2010, by and between the Champaign-Urbana Public Health District, a body corporate, hereinafter called Lessor, and the County of Champaign, a body politic and corporate, hereinafter called Lessee, in consideration of the following representations and mutual covenants and conditions and pursuant to authorization from the governing bodies of the parties.

1. Lessee is a unit of local government. The Champaign County Children's Advocacy Center is a county agency. The Children's Advocacy Center will occupy the leased premises. The Children's Advocacy Center uses personnel working in the fields of child protective services, law enforcement, prosecution, victim advocacy and medical and mental health to investigate cases of suspected child abuse and serious physical abuse.

2. The space being leased hereunder, hereinafter called the leased premises, shall consist of the area designated as Suite 1 on the attached drawing at the facility of the Champaign-Urbana Public Health District, 201 West Kenyon Road, Champaign, Illinois, which is incorporated herein.

3. This Lease Agreement shall be for the period beginning on August 1, 2010. The period shall end at the end of the day on July 31, 2011.



4. At the expiration of the lease term on July 31, 2011, this Lease Agreement may be renewed annual for a renewal period of one year for a maximum of two renewals, with each renewal period beginning on August 1 and ending at the end of the day on the following July 31. Lessee shall give written notice of renewal to Lessor not later than June 1 next preceding the beginning of the renewal period. If June 1 falls on a weekend or holiday, written notice shall be given not later than the next day after June 1 on which the office of the Lessor is open for regular business. Notice shall be timely if mailed with proof of mailing or delivered to the office of the Lessor by the specified date.

5. Rent for the initial period shall be \$1,316.00 and shall be paid monthly in advance by the first day of that month.

6. The Lessee shall pay to the Lessor the sum of \$132.00 per month for utilities in consideration of which the Lessor will provide heat, air conditioning, electricity for normal office use, hot and cold water, sewer service and trash hauling for normal office refuse. The payment for utilities shall be paid in the same way and at the same time as the monthly rent.

7. The Lessor shall be responsible for paying to any other unit of government any user fees related to the utilities provided to the Lessee.

8. In the event any taxes become due in relation to the leased premises as a result of the activities of the Lessee, but not including user fees related to the utilities provided to the Lessee, payment of those taxes is the obligation of the Lessee.

9. The Lessee shall be responsible for its signage. The written approval of the Lessor shall be required for any signs which the Lessee erects or displays outside the building or visible from outside the leased premises.

10. The Lessee shall be permitted to use the leased premises for the purposes set forth herein. The Lessee shall not use the leased premises for any unlawful purpose. The Lessee shall not allow any unlawful activity to occur on the leased premises.

11. The Lessee shall have reasonable use of the parking lots for its staff, volunteers and visitors, subject to any restrictions set forth in this section. If the Lessor designates any specific parking lot spaces for its own use, the Lessor will post signs indicating such spaces are reserved and the Lessee shall not have the use of those particular spaces.

12. The Lessee shall have reasonable use of the handicapped accessible doorway and passenger elevator in the commons area of the building in which the leased premises are located except as set forth otherwise herein. Maintenance of the said handicapped accessible doorway and passenger elevator will be the

responsibility of the Lessor. At the time of the making of this Lease Agreement, the elevator is not in service. The Lessor shall have the sole discretion whether to have the passenger elevator placed in service.

13. The Lessee shall be permitted to remodel the leased premises at its own expense. The Lessee shall obtain first the written approval of the Lessor for the specific remodeling plans of the Lessee.

14. The Lessor shall be responsible for normal maintenance of the building and the electrical, heating, cooling, plumbing, and sewer systems and of the outside structure of the building and roof.

15. The Lessee shall be responsible for cleaning the leased premises and for repair of any damage caused by the staff, volunteers and visitors of the Lessee.

16. The Lessee shall provide to the Lessor keys to the leased premises so that the Lessor can enter the premises in case of emergency or for other lawful purposes.

17. (a) The Lessee shall be permitted to make use of the telephone wiring and computer network wiring which has been or is being installed by the Lessor for access from the premises. The Lessee may have modifications, additions or changes to the current telephone or network wiring made. However these changes

will be performed through or by the Lessor with any incurred cost to be the responsibility of the Lessee.

(b) Telephone service and internet access will be provided by the Lessor to the Lessee. The Lessee shall pay to the Lessor the amount of \$26.00 per month per telephone line plus the actual cost to the Lessor for long distance telephone service and \$11.00 per month per computer for such services. The payment for telephone service and internet access shall be paid in the same way and at the same time as the monthly rent.

18. The Lessee shall provide signage at its sole expense on the leased premises informing its visitors that its services are being provided by the Lessee and not by the Lessor.

19. The Lessee shall comply with all statutes, ordinances and regulations as apply to its use of the facilities and to its operations and activities.

20. The Lessor shall maintain general liability insurance coverage on the premises with limits in at least the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate through the County's liability insurance policy. The Lessee shall have the Lessor designated as an additional insured on all insurance policies of the Lessee that do or may provide coverage for the activities of the Lessee under this Lease Agreement. The Lessee shall furnish to the Lessor a certificate of

insurance as to such liability insurance coverage in compliance with this provision.

21. The Lessee shall indemnify the Lessor against all claims and for reasonable attorneys fees and court costs and expenses for any claims against the Lessor as a result of the acts or omissions of the Lessee, its staff, volunteers and visitors.

22. Violation of any provision of this Lease Agreement by the Lessee shall constitute grounds for termination of this Lease Agreement by the Lessor.

23. Upon violation of any provision of this Lease Agreement by the Lessee, the Lessor shall be entitled to pursue all or any combination of remedies provided by law.

24. The waiver by the Lessor of any violation of this Lease Agreement by the Lessee shall not constitute a waiver by the Lessor of any other or further violation of this Lease Agreement.

25. (a) In the event of the renewal of this Lease Agreement by the Lessee, both rent and utility payments and charges for telephone service and computer access shall increase over the amount paid during the previous lease period by a percentage equal to the percentage increase in the Consumer Price Index [CPI] between the day of the beginning of the previous period and the day of the beginning of the renewal

period. If a consumer price index number is not available for any such day, the number to be used shall be the number on the last preceding day on which it was available provided the CPI still is being published and calculated in the same way as at the effective date of this Lease Agreement.

(b) CPI shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor, Bureau of Labor Statistics, for the Chicago, Illinois, subgroup All Items (1982-1984=100).

(c) If the manner in which the CPI is determined by the Bureau of Labor Statistics shall be substantially revised, including without limitation, a change in the base index year, an adjustment shall be made by the Lessor in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if such CPI and not been so revised. If the CPI shall become unavailable to the public because publication is discontinued, or otherwise, Lessor shall select a substitute index that most closely approximates the above referenced index, as reasonably determined by Lessor.

26. Not later than the last day on which the Lessee occupies the leased premises under the terms of this Lease Agreement, the Lessee shall remove all its personal property from the leased premises.

27. Upon termination of this Lease Agreement by expiration of the lease term or otherwise, the Lessee shall leave the premises in at least as good condition as when it took possession, normal wear and tear excepted.

28. The Lessee shall pay to the Lessor such reasonable attorney's fees and expenses and court costs as the Lessor may incur in any way in relation to this Lease Agreement or the termination of this Lease Agreement or in any action to recover possession of the premises or rent or other payment or in any other litigation or administrative proceedings involving this lease, other than incurred by the Lessor in the preparation of this Lease Agreement or of any amendments that may be considered or made.

29. The Lessee shall not assign or sublease this Lease Agreement to any person or organization without the written consent of the Lessor.

30. The Lessee shall not permit any mechanic's liens or other liens to become a lien against the Lessor or the subject facility of the Lessor.

31. In the event the premises become unusable for any reason not the fault of the Lessee, at the option of the Lessor the Lessor may restore the premises or terminate this Lease Agreement.

32. This Lease Agreement may be amended only by an agreement in writing executed by the parties hereto.

33. This Lease Agreement constitutes the entire agreement and no oral statement made before, on or after that date of execution hereof shall affect the terms or be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first set forth above.

CHAMPAIGN-URBANA PUBLIC  
HEALTH DISTRICT  
Lessor

COUNTY OF CHAMPAIGN  
Lessee

By \_\_\_\_\_  
Carol A. Elliott  
Chairperson

By \_\_\_\_\_  
C. Pius Weibel  
County Board Chair

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mark Shelden,  
Champaign County Clerk and  
ex officio Clerk of the  
Champaign County Board