

# COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois  
Thursday, February 22, 2018 – 6:30 p.m.

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

## **REMINDER**

**\*\*County Board Photos: 5:00 p.m. to 6:15 p.m.\*\***

### 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 6, 2018 @ 6:30 p.m.  
Lyle Shields Meeting Room
- B. Environment & Land Use Committee Meeting – Thursday, March 8, 2018 @ 6:30 p.m.  
Lyle Shields Meeting Room
- C. Highway & Transportation Committee Meeting – Friday, March 9, 2018 @ 9:00 a.m.  
1605 E. Main Street, Urbana

### Committee of the Whole:

- A. Justice & Social Services; Policy, Personnel, & Appointments; Finance  
Tuesday, March 13, 2018 @ 6:30 p.m.  
Lyle Shields Meeting Room

### County Board:

- A. Regular Meeting-Thursday, March 22, 2018 @ 6:30 p.m.  
Lyle Shields Meeting Room

### VII. Public Participation

### VIII. \*Consent Agenda

1-62

### IX. Communications

### X. Approval of Minutes

- A. January 18, 2018-Regular Meeting

63-67

### XI. Nursing Home Quarterly Report Presentation

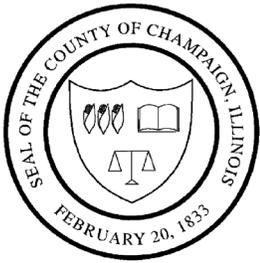
### XII. Standing Committees:

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<b>XV. <u>Other Business</u></b>	
<b>XVI. <u>Adjourn</u></b>	

- \*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 22, 2018 - 6:30 p.m.

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

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### A. Facilities

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2. Adoption of Resolution No. 2018-43 Designating Depositories for Funds 41-42
3. \*\*Adoption of Resolution No. 2018-44 Authorizing Budget Transfer 17-00011 43  
Fund-076 Tort Immunity Tax / Dept. 075 General County  
Total Amount: \$112,000  
Reason: Transfer from Unemployment Insurance Line (underspent due to a rate decrease), to Insurance Line to Cover Increases in Property and Auto Claims and Required Liability Funding per Actuarial Study
4. \*\*Adoption of Resolution No. 2018-45 Authorizing Budget Amendment 18-00001 44  
Fund-076 Tort Immunity Tax / Dept. 075 General County  
Increased Appropriations: \$82,000

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- Increased Revenue: None: from Fund Balance  
 Reason: Increase in Insurance Appropriation Required Based on Prior Fiscal Year Expenditures, and Claims to be Billed in FY2018. This Budget Remains Revenue Positive with the Increased Appropriation
5. **\*\*Adoption of Resolution No. 2018-46 Authorizing Budget Transfer 17-00012** 45  
 Fund-091 Animal Control / Dept. 247 Animal Warden Services & 047 Animal Control Administration  
 Total Amount: \$2,978  
 Reason: to Cover Computer Service Costs
  6. **\*\*Adoption of Resolution No. 2018-47 Authorizing Budget Transfer 17-00013** 46  
 Fund-080 General Corporate / Dept. 030 Circuit Clerk  
 Total Amount: \$2,000  
 Reason: Transfer from Remaining Salary Line to Pay for December Legal Notices
  7. **\*\*Adoption of Resolution No. 2018-48 Authorizing Budget Amendment 17-00063** 47  
 Fund-610 Working Cash / Dept. 026 County Treasurer  
 Increased Appropriations: \$2,339  
 Increased Revenue: None: \$2,339  
 Reason: Earned More Interest than Budgeted
  8. **\*\*Adoption of Resolution No. 2018-49 Authorizing Budget Amendment 17-00066** 48  
 Fund-089 County Public Health / Dept. 049 Board of Health  
 Increased Appropriations: \$62,238  
 Increased Revenue: \$62,238  
 Reason: Additional IDPH Tobacco Free Community Grant Funds were Received in FY2017. Increased Appropriation for Professional Services is Required to Pay for Tobacco Prevention and Control Grant Expenses (Predominantly Advertisement)
  9. **\*\*Adoption of Resolution No. 2018-50 Authorizing Budget Amendment 18-00002** 49  
 Fund 110 Workforce Development / Dept. 832 SNAP to Success-Employment & Training  
 Increased Appropriations: \$86,000  
 Increased Revenue: \$86,000  
 Reason: The SNAP to Success program is a collaboration between Carle Health Systems and the Regional Planning Commission designed to promote self-sufficiency among SNAP participants by obtaining marketable, in-demand healthcare-related skills that result in stable long-term employment and entrepreneurship opportunities.
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  3. **Adoption of Resolution No. 2018-55 Approving Precinct Boundaries** 58
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| 5. Adoption of Resolution No. 2018-57 Appointing Jack Anderson to the Litigation Committee                                                                       | 60 |
| 6. Adoption of Resolution No. 2018-58 Appointing Aaron Esry as County Board Liaison to the Rural Transit Advisory Group (RTAG)                                   | 61 |
| 7. Adoption of Resolution No. 2018-59 Appointing Brad Clemmons as County Board Liaison to the Region 8 Human Service Transportation Plan (HSTP) Policy Committee | 62 |

RESOLUTION NO. 2018-29

RESOLUTION APPROVING LEASE BETWEEN THE COUNTY OF CHAMPAIGN AND  
THE CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

WHEREAS, the County of Champaign currently leases space at Brookens  
Administrative Center, 1776 E. Washington Avenue, Urbana, Illinois to the Champaign County  
Geographic Information System Consortium (CCGIS); and

WHEREAS, CCGIS wishes to continue leasing space at the County Brookens  
Administrative Center; and

WHEREAS, Champaign County Facilities Committee recommended the approval of the  
five-year lease agreement from January 1, 2017 to December 31, 2021 between Champaign  
County and CCGIS; and

NOW, THEREFORE BE IT RESOLVED, that the Champaign County Board,  
Champaign County, Illinois, authorizes the County Board Chair to execute the five-year lease  
agreement from January 1, 2017 to December 31, 2021 between Champaign County and the  
CCGIS as documented in "Exhibit A".

PRESENTED, PASSED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

SIGNED:

ATTEST:

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

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

**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN  
AND GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

This lease is made and entered into this 22<sup>nd</sup> day of February 2018, by and between the County of Champaign (hereinafter referred to as "Landlord") and Champaign County Geographic Information System Consortium, an intergovernmental agency (hereinafter referred to as "Tenant").

**ARTICLE I**

**Premises**

Landlord does hereby lease to Tenant 995 square feet of office space located in Pod 400 of the Champaign County Brookens Administrative Center, which is located at 1776 E. Washington Street, Urbana, Illinois. The office space lease is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A" (Hereinafter referred to as the Premises). Common conference rooms located within the Brookens Administrative Center will be made available to Tenant by Landlord with reasonable prior notice to Champaign County Administrative Services. Other common areas, such as breakrooms, kitchens, and bathrooms may also be available for use by Tenant at the discretion of Landlord; however, the use of those areas is not governed by this Lease Agreement.

**ARTICLE II**

**Term**

This lease shall commence January 1, 2017 and continue through and including December 31, 2021 unless sooner terminated, modified, or extended by written agreement of the parties.

**ARTICLE III**

**Rent**

Rent for the said Premises shall be at the following rate:

- a. \$4.10 per square foot or \$4,079.5 annually or \$339.96 per month for the period of January 1, 2017 to December 31, 2017.
- b. \$4.31 per square foot or \$4,288.45 annually or \$357.37 per month for the period January 1, 2018 to December 31, 2018.
- c. \$4.53 per square foot or \$4,507.35 annually or \$375.61 per month for the period of January 1, 2019 to December 31, 2019.

- d. \$4.76 per square foot or \$4,736.20 annually or \$394.68 per month for the period of January 1, 2020 to December 31, 2020.
- e. \$5.00 per square foot or \$4,975.00 annually or \$414.58 per month for the period of January 1, 2021 to December 31, 2021.

#### **ARTICLE IV**

##### **Utilities**

Landlord shall provide electricity, plumbing, and heat and air conditioning, during the appropriate seasons. Tenant shall pay its proportional share of utilities. Tenant's proportional share shall be determined by dividing actual utility expenses for the Brookens Administrative Center; by the building's total square footage; and multiplying by 995. Landlord shall not be liable for failure to furnish or for suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance, or any cause or reason whatsoever beyond the control of Landlord.

#### **ARTICLE V**

##### **Use of Lease Premises**

1. Tenant shall use and occupy the said Premises as a business office for the Champaign County Geographic Information System Consortium, and shall not use and occupy the said Premises for any other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the Premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.

2. Tenant shall commit no act of waste and shall take good care of the said premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and municipal or local governments and any or their departments. Tenant further agrees to hold Landlord harmless from any fines, penalties and costs incurred by Tenant's violation or non-compliance with the said laws, orders and regulations.

3. Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the said Premises beyond that made known to Landlord at the time of the execution of this lease.

4. Tenant shall not use any equipment or engage in any activity on the said Premises which shall cause an increase in the liability insurance rate of the Brookens Administrative Center, or which shall create or cause undue expense to Landlord for maintenance or utilities.

5. At the expiration or termination of this lease, if there is no written extension agreement of the said lease, Tenant shall surrender and deliver the said

Premises to Landlord in as good a condition as when Tenant first received possession of the premises, ordinary wear and tear and damage by the elements, fire and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety (90) days of the execution of this lease written notice specifying what parts, if any, of the said premises are not in good order.

## **ARTICLE VI**

### **Subletting and Assignment**

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

## **ARTICLE VII**

### **Alterations**

1. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the said Premises or any part thereof without the prior written approval of Landlord of the design, plans and specifications therefore. Tenant shall keep the said Premises and the building and grounds of which it is a part free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including mechanic's liens.

2. It is specifically understood that all alterations, installations, changes, replacements, additions or improvements upon the said Premises shall, at the election of the Landlord, remain upon the said Premises and be surrendered by the Tenant with the said Premises at the expiration of this lease without disturbance or injury, unless otherwise agreed by the Tenant and Landlord in writing. Should Landlord require Tenant to remove any or all alterations, installations, changes, replacements, additions or improvements upon the said Premises upon termination of this lease or any extension thereof, Tenant agrees to remove those items so designated by Landlord at the sole cost and expense of Tenant. Shall Tenant fail to remove those items so designated by Landlord, then Landlord may cause the said items to be removed, and Tenant agrees to reimburse Landlord for the cost of such removal, together with any and all reasonable damage which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

3. Maintenance and repair of any items installed by Tenant as outlined in this Article shall be the sole responsibility of Tenant, and Landlord shall have no obligation to maintain or repair the said items unless the parties agree otherwise in writing.

4. Tenant shall promptly repair any and all damages caused to the said Premises or to the building and grounds of which the said Premises are a part which are occasioned by the installation or removal of any alteration made pursuant to this Article.

**ARTICLE VIII**

**Parking**

1. At no additional cost to Tenant, Tenant's employees may park in the unreserved spaces in the Brookens parking lot. Parking spaces shall be available on a first come, first served basis.

2. Tenant's temporary business guests and visitors shall be permitted to use the visitors' reserved parking spaces available off Washington Avenue and in the northeast parking lot off of Lierman Avenue of the property on which the Premises are located. Parking spaces shall be available on a first come, first served basis.

**ARTICLE IX**

**Signs, Notices, and Advertisements**

Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds of the said Premises, or the exterior or interior of the building of which the said Premises is a part, except on the doors of the said Premises, and only in a size, color and style approved by Landlord.

**ARTICLE X**

**Insurance**

As the Lead Agency of the Champaign County Geographic Information Consortium (CCGIS), the Landlord shall procure and maintain sufficient property insurance to cover the replacement value of the Tenant's equipment and all equipment loaned to the Consortium, against all direct loss or damage subject to the payment of any deductible by Tenant. Tenant will not be charged a deductible if the cause of equipment damage is due to landlord or building-related issues including, but not limited to, broken pipes, water damage, or fires not involving CCGISC staff.

**ARTICLE XI**

**Services**

Tenant shall pay an additional cost of \$1.02 per square foot or \$1,014.90 annually or \$84.58 monthly from January 1, 2017 to December 31, 2017, \$1.04 per square foot or \$1,034.80 annually or \$86.23 per month from January 1, 2018 to December 31, 2018, \$1.07 per square foot or \$1,064.65 annually from January 1, 2019 to December 31, 2019, \$1.10 per square foot or \$1,094.50 annually from January 1, 2020 and December 31, 2020, an 1.13 per square foot or 1,124.35 annually from January 1, 2021 to December 31, 2021 for custodial services provided by Landlord that are customary in the building of

which the said Premises is a part. Landlord shall furnish adequate lavatory supplies, and normal and usual maintenance, Mondays through Fridays, except legal holidays.

## **ARTICLE XII**

### **Personal Property**

Landlord shall not be responsible for insuring the personal property of Tenant's employees. Landlord shall not be liable for any accident, damage to, or theft of property belonging to Tenant's employees. Landlord shall not be liable for damages to personal property belonging to Tenant's employees resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus, water, steam or other causes. Tenant expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's employees' property.

## **ARTICLE XIII**

### **Damage to Lease Premises**

If through no fault of Tenant the said Premises are damaged by fire or other casualty to such extent that the said Premises are totally destroyed, or if the damage occurs during the last six months of the term of this lease, this lease shall cease, and Tenant shall be entitled to a refund of any rent paid for the period subsequent to the time of the damage. In all other cases when the said Premises are damaged by fire or other casualty through no fault of Tenant, Landlord shall repair the damage as soon as practicable, and if the damage has rendered the said Premises untenable in whole or in part, Tenant shall be entitled to a rent abatement on a prorated basis until Landlord has repaired the damage. Should the said Premises not be restored to tenantable condition within three months from the date of the said damage, then Tenant may, at its option, terminate this lease in its entirety. In determining what constitutes repair of damage by Landlord as soon as practicable, consideration shall be given to delays caused by strike, disposition of insurance claims related to the said damage, and other causes beyond Landlord's control. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent.

No compensation, claim, or diminution of rent shall be allowed or paid by Landlord to Tenant by reason of inconvenience, annoyance, or injury to Tenant's business arising from the necessity of repairing the said Premises or any portion of the building of which the said Premises are a part.

**ARTICLE XIV**

**Access**

Landlord, its agents and its employees shall have the right to enter the said Premises at all reasonable hours and necessary times to inspect the said Premises and to make necessary repairs and improvements to the said Premises and the building in which the said Premises are located. The said inspection and any repairs or improvements which are necessary to the said Premises shall be performed at a time mutually agreeable to both parties, unless the said inspection or repairs are necessary for an emergency purpose.

**ARTICLE XV**

**Cumulative Remedies and Waiver**

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

**ARTICLE XVI**

**Partial Invalidity**

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

**ARTICLE XVII**

**Successors**

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

**ARTICLE XVIII**

**Notices and Payments**

All rent or other payments due by Tenant pursuant to this lease shall be paid to Landlord at the office of the Champaign County Administrator, 1776 E. Washington

Street, Urbana, Illinois 61802, or such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord, addressed to Champaign County Administrator, 1776 E. Washington Street, Urbana, Illinois 61802 or by e-mail to the Facilities Director and the County Administrator/Executive. All notices from Landlord to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to 1776 E. Washington Street, Urbana, Illinois 61802 or by e-mail to an address provided by Tenant.

**ARTICLE XIX**

**Governing Law**

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

**ARTICLE XX**

**Titles**

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

**ARTICLE XXI**

**Entire Agreement**

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

**ARTICLE XXII**

**Amendment**

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

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

Resolution 2018-29  
Exhibit A

COUNTY OF CHAMPAIGN  
Landlord

CCGIS  
Tenant

BY: \_\_\_\_\_

Pius Weibel  
County Board Chair

Leanne Brehob-Riley  
Director

ATTEST: \_\_\_\_\_

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

RESOLUTION NO. 2018-30

RESOLUTION APPROVING SECOND AMENDMENT OF LEASE BETWEEN THE  
COUNTY OF CHAMPAIGN AND THE ATTORNEY GENERAL'S OFFICE

WHEREAS, the County of Champaign presently leases space in Pod 200 at the  
Brookens Administrative Center located at 1776 E Washington St, Urbana, Illinois to the  
Attorney General's Office; and

WHEREAS, the original lease began on November 19, 2014; and

WHEREAS, the Amendment to the Lease is subject to the terms of the original lease and  
first amendment executed September 6, 2016;

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 Second Amendment to the Lease for the Attorney General's Office as  
documented in "Exhibit A".

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February,  
2018.

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

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

**SECOND AMENDMENT TO NOVEMBER 19, 2014 LEASE AGREEMENT  
BETWEEN THE COUNTY OF CHAMPAIGN AND  
THE ILLINOIS ATTORNEY GENERAL**

February 22, 2018

The County of Champaign (“Lessor”) and the Illinois Attorney General (“Lessee”) hereby agree to amend the Lease Agreement between them, dated November 19, 2014, and modified with a First Amendment executed September 6, 2016 as follows:

1. Modify Article II as follows:

The lease agreement shall commence December 1, 2014 and continue through and including December 31, 2019.

2. Modify Article III as follows:

Annual rent for the period between December 1, 2017 and November 30, 2018 shall be \$40,330.00 due in monthly installments of \$3,360.83. Annual rent for the period between December 1, 2018 and December 31, 2019 shall increase over the previous year by 2.1%.

3. All other terms and conditions of the aforementioned November 19, 2014 Lease Agreement and the First Amendment executed September 6, 2016 shall remain in effect.

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

**COUNTY OF CHAMPAIGN**

**ILLINOIS ATTORNEY GENERAL**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION NO. 2018-31

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

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

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

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

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

WHEREAS, CHAMPAIGN COUNTY has agreed to host two one-day collection events during 2018 for residential electronics recycling, with a limit of two televisions per household; and

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

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

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

WHEREAS, WILL COUNTY has excess capacity under its Manufacturer Funded Electronics Recycler contract and can accommodate within that capacity the total weight of products estimated to be collected at CHAMPAIGN COUNTY's two one-day collection events in 2018; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County Board authorizes the County Board Chair to enter into an Intergovernmental Agreement between Champaign County, Illinois, and Will County, Illinois with regard to two Residential Electronics Collection events scheduled to occur in 2018 in Champaign County.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D., 2018.

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

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

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

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

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

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

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

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

WHEREAS, CHAMPAIGN COUNTY has agreed to host two one-day collection events during 2018 for residential electronics recycling, with a limit of two televisions per household; and

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

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

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

WHEREAS, WILL COUNTY has excess capacity under its Manufacturer Funded Electronics Recycler contract and can accommodate within that capacity the total weight of products estimated to be collected at CHAMPAIGN COUNTY's two one-day collection events in 2018; and

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

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

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

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

**SECTION 2. Definitions.**

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

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

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

**SECTION 2. WILL COUNTY Responsibilities:**

- A. Maintain at least two agreements with two separate Contractors, including at least one MFER, to collect, sort, pack, process, refurbish and recycle residential electronics.
- B. Allow CHAMPAIGN COUNTY to send or deliver RESIDENTIAL ELECTRONICS from CHAMPAIGN COUNTY’s two one-day collection events for 2018, at no charge, to the MFER entity identified by WILL COUNTY.
- C. Report to CHAMPAIGN COUNTY on the total amount, by weight, of RESIDENTIAL ELECTRONICS delivered to the WILL COUNTY MFER from each one-day collection, as reported by the MFER.
- D. Take no responsibility for any costs incurred by CHAMPAIGN COUNTY for offering a collection event, nor provide any insurance coverage for such an event.
- E. WILL COUNTY agrees it will not include the amount of electronics collected by CHAMPAIGN COUNTY in WILL COUNTY’s annual IEPA report on RESIDENTIAL ELECTRONICS submitted pursuant to 415 ILCS 150/55.

**SECTION 4. CHAMPAIGN COUNTY Responsibilities:**

- A. Conduct two single-day recycling collection events to collect RESIDENTIAL ELECTRONICS. CHAMPAIGN COUNTY agrees to operate and maintain a host site for the events; establish the events’ hours of operation; utilize an appointment system to limit the total number of participants; and establish a limit of two television sets per household.
- B. Contract with a collection contractor approved by WILL COUNTY, which contractor will: sort, stack, pack and transport residential electronics to WILL COUNTY’s MFER in trucks packed to 20,000 pounds or greater; and report to the IEPA prior to January 1, 2019 the total weight of RESIDENTIAL ELECTRONICS collected as reported by the MFER through WILL COUNTY.

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

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

**SECTION 6. Term.** The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect until January 15, 2019. This agreement may be terminated by sixty (60) days written notice by either party without cause.

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

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

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

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

**If to WILL COUNTY:**

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

**If to CHAMPAIGN COUNTY:**

Debra Busey, Interim County Administrator  
1776 E. Washington Street  
Urbana, IL 61802  
Phone: (217) 384-3776  
E-mail: [countyadmin@co.champaign.il.us](mailto:countyadmin@co.champaign.il.us)

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

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

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

**WILL COUNTY, ILLINOIS**

**CHAMPAIGN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
County Executive Lawrence M. Walsh

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

Attest:

By: \_\_\_\_\_  
County Clerk Nancy Schultz Voots

By: \_\_\_\_\_  
County Clerk, and ex-officio Clerk of the  
Champaign County Board, Gordy Hulten

## EXHIBIT 1.

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

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

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

RESOLUTION NO. 2018-32

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF  
CHAMPAIGN, PARKLAND COLLEGE, AND A-TEAM RECYCLERS, LLC  
WITH REGARD TO 2018 RESIDENTIAL ELECTRONICS COLLECTIONS

WHEREAS, the County of Champaign is serving as coordinator for the Residential Electronics Collections scheduled to be held on May 19, 2018 and October 13, 2018; and

WHEREAS, the Champaign County Board was informed that the one-day residential electronics collections planned to occur in 2018 will be the only options available to residents of participating communities in Champaign County to bring their unwanted cathode-ray-tube (CRT) televisions, wood console TVs of any size, or projection TVs for recycling at no cost to the resident; and

WHEREAS, the County of Champaign, Illinois, and the County of Will, Illinois, are expected to enter into an intergovernmental agreement with regard to electronics collected at the two Residential Electronics Collection events to be held in Champaign County on May 19, 2018 and October 13, 2018; and

WHEREAS, an agreement has been prepared between the County of Champaign, Parkland College (as host site), and A-Team Recyclers, LLC (as contractor) documenting the responsibilities of each of the parties with regard to the Residential Electronics Collection to be held in 2018.

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board authorizes the County Board Chair to execute the Agreement between the County of Champaign, Parkland College, and A-Team Recyclers, LLC regarding the planned 2018 Residential Electronics Collections.

PRESENTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February, A. D., 2018.

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

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

**CONTRACTOR, COORDINATOR, AND HOST SITE AGREEMENT  
2018 RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and A-TEAM RECYCLERS, LLC. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2018 Residential Electronics Collection Events ("Coordinator"), A-Team Recyclers ("Contractor"), and Parkland College ("Host Site"), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

**Section 1. Term**

This Agreement is for services to be provided in conjunction with two Residential Electronics Collections scheduled to occur on May 19, 2018, and on Saturday October 13, 2018.

**Section 2. Collection Event Schedule**

2-1. Two Residential Electronics Collections are scheduled to occur on Saturday, May 19, 2018 and on Saturday, October 13, 2018.

2-2. The advertised hours of the collection event will be 8:00 a.m. to 12:00 noon.

**Section 3. Access to Host Site**

3-1. The Coordinator, event staff, and Contractor will have access to the Applied Technology Center T121 storage bay and T107-T106 classroom after noon on the Friday prior to the May 19, 2018 event and after 4:00 p.m. on the Friday prior to the October 13, 2018 event for purposes of setting up. The Coordinator, event staff, and Contractor will have partial access to Lot M-4 premises on the Friday afternoon prior to each event for purposes of setting up.

3-2. On the day of the event, the Coordinator, event staff and volunteers, and Contractor will have access to the Host Site premises from 6:00 a.m. to 9:00 p.m.

3-3. Access to the Host Site premises includes limited access to a classroom and restroom facilities in the Applied Technology Center (T Building) for use by the event staff and volunteers and Contractor's employees and volunteers as a break room station between 6:00 a.m. and 5:00 p.m. on the day of the event. Event staff may stock the area with coffee, water, and other non-alcoholic drinks and food snacks. Event staff will be responsible for cleaning up the area after the event on the day of the event.

**Section 4. Coordinator**

4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees to:

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

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

**Section 5. Contractor Services to be Provided**

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

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

- 5-4. The Contractor will not accept the following unaccepted items:
- Loose Alkaline Batteries (accepted while contained in electronic devices)
  - Liquid Containing Items
  - Freon Containing Items (AC units, dehumidifiers)
  - White Goods (refrigerators, freezers)
  - Thermostats
  - Light Bulbs
- 5-5. The Contractor will supply necessary staff required to collect, sort, package, and transport all collected products on the service date.
- 5-6. The Contractor will accept and recycle recyclable materials (e.g., plastics and miscellaneous cardboard) and trash (e.g., Styrofoam) from electronics items accepted, sorted and generated at the May 19, 2018 and October 13, 2018 collection events.
- 5-7. The Contractor will provide proof of insurance requested as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, and City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.
- 5-8. Before each event, the Contractor staff will provide instruction to the event organizer regarding requested day-of-event onsite separation, sorting and packaging of collected electronics waste by volunteers.
- 5-9. The Contractor agrees to provide, at no charge, and set up a sufficient amount of pallets, shrink-wrap and Gaylord boxes at the Host Site prior to the beginning of each scheduled collection event.
- 5-10.
- a) The Contractor agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be provided at the Host Site on the day of the event no later than 7:00 a.m.
  - b) All volunteers and employees of the Coordinator and Contractor shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.

5-11.

- a) The Contractor agrees to secure, remove, transport, and process all materials collected at the Host Site at the May 19, 2018 and October 13, 2018 collection events pursuant to the *Illinois Electronic Products Recycling and Reuse Act (415 ILCS 150)*.
- b) The Contractor agrees to arrange for delivery of all appropriate materials collected at each event to a manufacturer-funded electronics recycler that has contracted with Will County, Illinois. The Contractor agrees to conform all such deliveries to that electronics recycler's specifications as to weight and other details. The Contractor agrees to arrange for as many as possible of the semi-trailers used at each collection event to be provided by Will County's manufacturer-funded electronics recycler.
- c) The Contractor agrees to remove and/or securely store all materials collected at the May 19, 2018 and October 13, 2018 collection events by 9:00 p.m. on the day of the collection event within semitrailers or trucks located in Parking Lot M-4 of Host Site. The Contractor agrees to remove and transport all materials collected at each collection event and securely stored within semi-trucks and/or trucks in Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each collection event. The Contractor further agrees that if it fails to remove materials collected and stored at the Host Site by the deadline established in this paragraph, the Contractor will pay a late fee of \$500 per day, commencing on the Tuesday following each collection event, and continuing until the removal of the stored materials. The Contractor shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

5-12. Reporting/Documentation of E-waste: The Contractor will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest number for all items collected for each event, as soon as it becomes available prior to January 1, 2019.

#### **Section 6. Data Security Requirements**

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

#### **Section 7. Employment Issues**

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

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

**Section 8. Licenses and Related Laws**

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

**Section 9. Liability and Insurance: Coordinator**

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

**Section 10. Liability and Insurance: Contractor**

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

**Section 11. No Smoking or Alcohol on Grounds**

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

**Section 12. Damage to Premises**

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

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

**Section 13. Dangerous Materials**

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

**Section 14. Subordination of Agreement**

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

**Section 15. Time of the Essence**

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

**Section 16. Abandonment**

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

**Section 17. Contact Information**

Contact information for the Coordinator is as follows:

Name: Champaign County

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

Contact person: Susan Monte

Title: Champaign County Recycling Coordinator

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

Contact information for the Contractor is as follows:

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

Contact information for the Host Site is as follows:

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

**Section 18. Choice of Law**

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

**Section 19. Agreement Severability**

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

**Section 20. Changes**

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

**Section 21. Termination**

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

**Section 22. Remedies**

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

**Section 23. Successors and Assigns**

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

**Section 24. Third Party Beneficiaries**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coordinator: C. Pius Weibel, County Board Chair  
Champaign County, Illinois

\_\_\_\_\_  
Date

\_\_\_\_\_  
Host Site: James Bustard, Physical Plant Director  
Parkland College

\_\_\_\_\_  
Date

RESOLUTION NO. 2018-33

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 2018

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

WHEREAS, the County of Champaign, Illinois, and the County of Will, Illinois, have entered into an intergovernmental agreement with regard to electronics collected at two Residential Electronics Collection events to be held in Champaign County on May 19, 2018 and October 13, 2018; and

WHEREAS, the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy find it to be most cost effective to mutually combine efforts and to share in the costs associated with the two Residential Electronics Collection events to be held on May 19, 2018 and October 13, 2018; 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 Board Chair 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 2018, as attached to this Resolution.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February, A.D., 2018.

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

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

Intergovernmental Agreement: 2018 Residential Electronics Collection Events

AN INTERGOVERNMENTAL AGREEMENT

2018 RESIDENTIAL ELECTRONICS COLLECTION EVENTS COST-SHARING  
AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN, THE CITY OF CHAMPAIGN,  
THE CITY OF URBANA, AND THE VILLAGE OF SAVOY

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

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

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with the planned Residential Electronics Collection Events to be held on May 19, 2018 and October 13, 2018 (hereinafter referred to as "events") at Parkland College campus in Champaign, Illinois utilizing the services of the electronics recycling contractor company A-Team Recyclers. These costs include:

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

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

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

Section 1. Purpose

1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of administering the 2018 Residential Electronics Collection events. Costs will include:

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

Intergovernmental Agreement: 2018 Residential Electronics Collection Events

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

Section 2. Terms

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

Section 3. Responsibilities

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

Section 4. Cost Sharing

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

Table 4.1

Event Date	Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
May 19, 2018	\$8,130 (31)	\$11,277 (43)	\$5,769 (22)	\$1,049 (4)	\$26,225
October 13, 2018	\$8,130 (31)	\$11,277 (43)	\$5,769 (22)	\$1,049 (4)	\$26,225

Section 5. Invoices and Payments

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

Intergovernmental Agreement: 2018 Residential Electronics Collection Events

Commission, 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.

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. 2018-34

RESOLUTION TO PARTICIPATE IN THE MANUFACTURER E-WASTE PROGRAM IN 2019 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 prior to March 1, 2018 and March 1 of each year thereafter; 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 2019 and has instructed County staff to complete and submit the necessary documentation by the deadline of March 1, 2018.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

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

RESOLUTION NO. 2018-39

RESOLUTION APPROVING ADDENDUM to EXTENDED CONTRACT BETWEEN  
ROSECRANCE and COUNTY BOARD for RE-ENTRY PROGRAMMING

WHEREAS, The County Board approved Resolution No. 9862 on February 23, 2017 authorizing a Contract Extension with Rosecrance for Re-Entry Programming for the term of March 1, 2017 through February 28, 2018; and

WHEREAS, The Justice & Social Services Committee of the Whole recommends to the County Board an extension of four months to the current one year Extended Contract Between the County Board and Rosecrance for Re-Entry Programming with a revised contract end date of June 30, 2018 instead of February 28, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves an extension of four months to the current one year Extended Contract for Re-Entry Programming with Rosecrance with a revised contract end date of June 30, 2018 instead of February 28, 2018 and authorizes the County Board Chair to execute the Addendum to the Extended Contract on behalf of the County Board.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

**ADDENDUM TO EXTENDED CONTRACT BETWEEN THE COUNTY BOARD AND ROSECRANCE FOR RE-ENTRY PROGRAM**

The County of Champaign by and through the County Board (hereinafter “the Board”) and Rosecrance, Inc. a not-for-profit corporation of Community Elements, Inc. (hereinafter “Provider”) agreed to an extended contract for the Re-Entry Program effective March 1, 2017 through February 28, 2018.

The Board and Provider have agreed to extend this one-year Contract Extension to a sixteen-month Contract Extension with an end date of June 30, 2018, and with an amended Timeline as indicated in the Attachment to this document.

All other terms and conditions of the aforementioned Contract Extension of March 1, 2017 between the Board and Provider shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, which is effective March 1, 2018.

**COUNTY OF CHAMPAIGN**

**ROSECRANCE, INC.**

**BY:** \_\_\_\_\_  
**C. Pius Weibel, Chair**  
**Champaign County Board**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Reentry Program Timeline and Work Products**  
**December 2017 – June 2018**

<b>Completion Date</b>	<b>TASKS/WORK PRODUCTS</b>	<b>Responsible Party</b>
December 2017	Transition from Reentry Case Management to Contact & Refer Format.	CJ Liaison Master's-level Intern
January 2018	Contact & Refer Format and Data Collection fully implemented. Write and maintain a Transitional Summary of activities.	CJ Liaison Project Director Intern
January 2018	Reentry Council reviews Transitional Summary, monthly Reentry Program report, and standing agenda items.	Reentry Council & Project Director
January 2018	Prepare and submit annual report, including 3-year recidivism report. Request to Justice and Social Services Committee to extend grant four months.	CJ Liaison & Project Director Executive Director
February 2018	Reentry Council reviews annual report, including 3-year recidivism report, and standing agenda items, including adding to the agenda an update re: grant opportunities (local/state/and federal).	Reentry Council & Project Director
February 13, 2018	Justice and Social Services Committee Meeting – four-month extension request	
March 2018	Reentry Council reviews ongoing activities, including standing agenda, ongoing Contact & Referral and Data Collection.	Reentry Council & Project Director CJ Liaison, Intern
March 22, 2018	Annual Report presented to Champaign County Board	CJ Liaison & Project Director
April 2018	Reentry Council reviews ongoing activities, including standing agenda. Reentry Resource Guide updated and disseminated. Ongoing Contact & Referral and Data Collection reporting.	Reentry Council & Project Director CJ Liaison, Intern
May 2018	Reentry Council reviews ongoing activities. Reentry Resource Guide updated and disseminated. Ongoing Contact & Referral and Data Collection reporting. Prepare and submit quarterly report.	Reentry Council & Project Director CJ Liaison Intern
June 2018	Reentry Council reviews and discusses outcome of County funding potential going forward. Reentry Resource Guide updated and disseminated. Final Contact & Referral and Data Collection Report prepared and submitted. Prepare and submit final Reentry Program report.	Reentry Council & Project Director CJ Liaison

**RESOLUTION NO. 2018-40**

**RESOLUTION TO URGE THE HOUSING AUTHORITY OF CHAMPAIGN COUNTY TO CHANGE ITS ELIGIBILITY POLICIES TO PROVIDE FAIR HOUSING RIGHTS TO ALL APPLICANTS WITH CRIMINAL CONVICTION RECORDS EXCEPT WHEN U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RULES REQUIRE A PUBLIC HOUSING AUTHORITY TO REJECT AN APPLICANT DUE TO A CRIMINAL RECORD**

**WHEREAS**, on October 22, 2015, the Champaign County Board established the Racial Justice Task Force to address the issue of racial disparity in the criminal justice system and to provide recommendations for positive steps to address the issue of racial disparity; and

**WHEREAS**, the Racial Justice Task Force presented its Report and Findings to the Champaign County Board on November 14, 2017; and

**WHEREAS**, one of the recommendations of the Racial Justice Task Force was regarding housing for people with criminal conviction records with a priority step recommendation to remove barriers to achieving stable housing for people with criminal conviction records; and

**WHEREAS**, the Racial Justice Task Force Report notes that the Housing Authority of Champaign County's (HACC) eligibility criteria used for HACC-owned, public housing and for the Housing Choice Voucher Program require (a) family members who are ex-offenders must have been compliant with all parole requirements a minimum of five years prior to final eligibility determination; and (b) no member of the family may have engaged in drug related or violent criminal activity for five years prior to final eligibility determination, conviction or arrest not necessary; and

**WHEREAS**, the HACC eligibility criteria policy creates an inability to obtain housing or to re-unite with one's family, increasing the risk of recidivism; and

**WHEREAS**, the Racial Justice Task Force Report notes that research shows that housing discrimination based on criminal record boosts recidivism and has a disparate impact on racial minorities; and

**WHEREAS**, the Racial Justice Task Force Report encourages the Champaign County Board to urge the Housing Authority of Champaign County to change its eligibility policies to provide fair housing rights to all applicants with criminal conviction records except when U.S. Department of Housing and Urban Development rules require a public housing authority to reject an applicant due to criminal record;

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Champaign County that based upon the findings and recommendations of the Racial Justice Task Force, the County Board urges the Housing Authority of Champaign County to change its eligibility policies to provide fair housing rights to all applicants with criminal conviction records except when U.S. Department of Housing and Urban Development rules require a public housing authority to reject an applicant due to criminal record; and

**BE IT FURTHER RESOLVED**, that the County Clerk deliver a certified copy of this Resolution to the Executive Director of the Housing Authority of Champaign County.

**PRESENTED, PASSED, APPROVED and RECORDED** this 22<sup>nd</sup> day of February, A.D. 2018.

ATTEST:

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C. Pius Weibel, Chair  
Champaign County Board

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

**RESOLUTION NO. 2018-41**

**RESOLUTION TO URGE THE CHAMPAIGN CITY COUNCIL TO REPEAL SECTION 17.4-5 OF THE CITY CODE**

**WHEREAS**, on October 22, 2015, the Champaign County Board established the Racial Justice Task Force to address the issue of racial disparity in the criminal justice system and to provide recommendations for positive steps to address the issue of racial disparity; and

**WHEREAS**, the Racial Justice Task Force presented its Report and Findings to the Champaign County Board on November 14, 2017; and

**WHEREAS**, one of the recommendations of the Racial Justice Task Force was regarding housing for people with criminal conviction records with a priority step recommendation to remove barriers to achieving stable housing for people with criminal conviction records; and

**WHEREAS**, the Racial Justice Task Force Report notes that if a person is a renter, as are most low income and indigent people, Section 17.4-5 of the Champaign Municipal Code provides that anyone convicted of a forcible felony or a felony drug charge may be lawfully denied housing until he or she has lived outside of jail or prison for at least 5 consecutive years without another conviction related to drugs or force; and

**WHEREAS**, the Racial Justice Task Force Report notes that research shows that housing discrimination based on criminal record boosts recidivism and has a disparate impact on racial minorities; and

**WHEREAS**, the Racial Justice Task Force Report encourages the Champaign County Board to bring this issue to the Champaign City Council members and urge the members to repeal Section 17.4-5 of the City Code;

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Champaign County that based upon the findings and recommendations of the Racial Justice Task Force, the County Board urges the Champaign City Council to repeal Section 17.4-5 of the City Code; and

**BE IT FURTHER RESOLVED**, that the County Clerk deliver a certified copy of this Resolution to Mayor Deb Feinen of the City of Champaign.

**PRESENTED, PASSED, APPROVED and RECORDED** this 22<sup>nd</sup> day of February, A.D. 2018.

ATTEST:

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C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-42

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN A MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE, PERMANENT PARCEL NUMBER 14-023-0069

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

WHEREAS, Pursuant to this program, the County of Champaign has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

19 Triangle

Permanent Parcel Number: 14-023-0069

As described in certificate(s): 39 sold on October 2013; and

WHEREAS, Pursuant to public auction sale, Mercedes Wease, Purchaser, has deposited the total sum of \$700.00 for the purchase of the said Certificate of Purchase and has requested that the County of Champaign assign to said Purchaser the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$255.00 as a return for its Certificate of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$95.00 for issuance of the Tax Certificate Title to said Purchaser; and the remainder shall be the sums due the Tax Agent for his services; and

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

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, that the County Board Chair is authorized to assign the above said Tax Sale Certificate of Purchase, as to the above described mobile home in exchange for payment to the Treasurer of Champaign County Illinois, of the sum of \$255.00, which shall be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February 2018.

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

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

**RESOLUTION NO. 2018-43**

**RESOLUTION DESIGNATING DEPOSITORIES FOR FUNDS**

**WHEREAS**, John Farney, County Treasurer of the County of Champaign, State of Illinois, Pursuant to 55 ILCS 5/3-11002 of the Illinois Compiled Statutes, requests the County Board of the County of Champaign to designate a bank or banks, or other depositories in which the funds and other public monies in his custody may be deposited, and

**WHEREAS**, when requested by the County Treasurer, the designation of depositories for the keeping of County Funds and other public monies in the custody of the County Treasurer of the County of Champaign is a valid exercise of power and duties of said County Board.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Champaign, State of Illinois, that the following Financial Institutions are hereby designated as depositories for the County Funds and other public monies in the custody of John Farney, County Treasurer of the County of Champaign:

Bank of Rantoul  
BankChampaign  
Busey Bank  
Central Illinois Bank  
Chase Bank  
Commerce Bank  
Community Plus Federal Credit Union  
Dewey Bank  
First Bank  
First Federal Savings Bank  
First Financial Bank  
First Mid-Illinois Bank & Trust  
First Midwest Bank  
First State Bank  
Fisher National Bank  
The Gifford State Bank  
Heartland Bank & Trust  
Hickory Point Bank & Trust  
Illinois Funds c/o U.S. Bancorp Fund Services, LLC  
Illinois National Bank  
Iroquois Federal  
Longview Bank  
Marine Bank  
Midland States Bank  
Philo Exchange Bank

PNC Bank  
Prairie State Bank and Trust  
Prospect Bank  
Regions Bank  
State Bank of Bement - Ivesdale Branch  
U of I Community Credit Union

**BE IT FURTHER RESOLVED** that this resolution shall supersede and cancel all previous resolutions relating to the designation of depositories for funds in the custody of the Champaign County Treasurer.

**PRESENTED, ADOPTED, APPROVED AND RECORDED** this 22<sup>nd</sup> day of February, A.D., 2018.

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C. Pius Weibel, Chair  
Champaign County Board

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Gordy Hulten, County Clerk &  
Ex-officio Clerk of the Champaign  
County Board

RESOLUTION NO. 2018-44

TRANSFER OF FUNDS

February 2018

FY 2017

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 FY2017 budget; and

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

Budget Transfer #17-00011

Fund 076 Tort Immunity Tax  
Dept. 075 General County

<u>TRANSFER TO ACCOUNT</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT</u>
533.20 Insurance	\$112,000	513.05 Unemployment Insurance

REASON: Transfer from Unemployment Insurance Line (underspent due to a rate decrease), to Insurance Line to cover Increases in Property and Auto Claims and Required Liability Funding per Actuarial Study

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

RESOLUTION NO. 2018-45

BUDGET AMENDMENT

February 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00001

Fund: 076 Tort Immunity Tax  
Dept. 075 General County

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:  
533.20 Insurance

Total \$82,000  
\$82,000

Increased Revenue:  
None: from Fund Balance

Total \$0  
\$0

REASON: Increase in Insurance Appropriation Required Based on Prior Fiscal Year Expenditures, and Claims to be Billed in FY2018. This Budget Remains Revenue Positive with the Increased Appropriation

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

RESOLUTION NO. 2018-46

TRANSFER OF FUNDS

February 2018

FY 2017

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 FY2017 budget; and

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

Budget Transfer #17-00012

Fund 091 Animal Control  
Dept. 247 Animal Warden Services &  
047 Animal Control Administration

<u>TRANSFER TO ACCOUNT</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT</u>
047-533.29 Computer/Information Technology Svcs	\$2,978	247-513.06 Employee Health/Life Insurance

REASON: Transfer to Cover Computer Services Costs

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

RESOLUTION NO. 2018-47

TRANSFER OF FUNDS

February 2018

FY 2017

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 FY2017 budget; and

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

Budget Transfer #17-00013

Fund 080 General Corporate  
Dept. 030 Circuit Clerk

<u>TRANSFER TO ACCOUNT</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT</u>
533.70 Legal Notices, Advertising	\$2,000	511.03 Regular Full-time Employees

REASON: Transfer from Remaining Salary Line to Pay for December Legal Notices

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

RESOLUTION NO. 2018-48

BUDGET AMENDMENT

February 2018

FY 2017

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

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

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

Budget Amendment #17-00063

Fund: 610 Working Cash  
Dept. 026 County Treasurer

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

571.80 to General Corporate Fund 080

Total \$2,339

Increased Revenue:

361.10 Investment Interest

Total \$2,339

REASON: Earned More Interest than Budgeted

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

RESOLUTION NO. 2018-49

BUDGET AMENDMENT

February 2018

FY 2017

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

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

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

Budget Amendment #17-00066

Fund: 089 County Public Health  
Dept. 049 Board of Health

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

533.07 Professional Services

\$62,238

Total \$62,238

Increased Revenue:

334.46 IDPH-Tobacco Free Community

\$62,238

Total \$62,238

REASON: Additional IDPH Tobacco Free Community Grant Funds were Received in FY2017. Increased Appropriation for Professional Services is Required to Pay for Tobacco Prevention and Control Grant Expenses (Predominantly Advertisement)

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

RESOLUTION NO. 2018-50

BUDGET AMENDMENT

February 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00002

Fund: 110 Workforce Development  
Dept. 832 SNAP to Success-Employment & Training

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-time Employees	\$17,000
513.01 Social Security-Employer	\$1,301
513.02 IMRF – Employer Cost	\$1,401
513.04 Workers’ Compensation Insurance	\$100
513.05 Unemployment Insurance	\$325
513.06 Employee Health/Life Insurance	\$2,223
533.87 Indirect Costs/Overhead	\$7,650
533.92 Contributions & Grants	<u>\$56,000</u>
Total	\$86,000
Increased Revenue:	
331.62 HHS-SNAP to Success E & T	\$56,000
341.40 Technical Service Contract	<u>\$30,000</u>
Total	\$86,000

REASON: This pilot program will provide SNAP-eligible participants with job-driven training, tools, and access to career pathways that lead to permanent sustainable employment and ongoing advancement.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

**RESOLUTION NO. 2018-51**

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 Resolution Number 4920 (the "*2005 Resolution*"), did provide for the issue of \$7,425,000 General Obligation Refunding Bonds, Series 2005A (the "*2005A Bonds*"), and \$18,440,000 General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2005B (the "*2005B Bonds*" and together with the 2005A Bonds, the "*2005 Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2005 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 968 (the "*2015 Ordinance*"), did provide for the issue of \$2,535,000 General Obligation Refunding Bonds (General Sales Tax Alternate Revenue Source), Series 2015 (the "*2015 Bonds*"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2015 Bonds; and

WHEREAS, the Board, by Ordinance Number 982 (the "*2016 Ordinance*" and collectively with the 1999 Ordinance, the 2005 Resolution, the 2014 Ordinance and the 2015 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, the 2005B Bonds, the 2014 Bonds and the 2015 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 2017 to pay the principal of and interest on the Outstanding Alternate Bonds be abated in their entirety; and

WHEREAS, the amount of taxes levied in the 2005 Resolution for the 2005A Bonds exceeds the amount necessary to pay debt service on the 2005A Bonds in each succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the County to abate from the taxes levied in Section 3a of the 2005 Resolution the amount representing the reduction to the County resulting from the sale of the 2005A Bonds in the final principal amounts and interest rates:

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 2017 in each of the Bond Ordinances for each series of the Outstanding Alternate Bonds are hereby abated in their entirety. The taxes heretofore levied in the 2005 Resolution for the 2005A Bonds for the years 2017 to 2020, inclusive, are hereby abated as shown on *Exhibit A* hereto.

*Section 3. Filing of Resolution.* Forthwith upon the adoption of this Resolution, a certified copy hereof shall be filed with the County Clerk of the County, and it shall be the duty of said County Clerk to abate said taxes levied for the years 2017 to 2020, inclusive, in accordance with the provisions hereof.

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

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

Adopted on February 22, 2018.

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Chairman, County Board

ATTEST:

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County Clerk

**EXHIBIT A**

**ABATEMENTS FOR GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005A**

YEAR OF LEVY	TAX LEVIED IN THE 2005 RESOLUTION	TAX TO BE ABATED	TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2017	\$2,025,000	\$ 756,737	\$1,268,263
2018	\$2,025,000	\$2,025,000	\$ 0
2019	\$2,025,000	\$2,025,000	\$ 0
2020	\$2,025,000	\$2,025,000	\$ 0

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF CHAMPAIGN    )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the "*County*"), and as such official I do further certify that on the \_\_\_\_ day of February, 2018, there was filed in my office a duly certified copy of Resolution No. \_\_\_\_\_ entitled:

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

(the "*Resolution*") duly adopted by the County Board of the County on the 22nd day of February, 2018, and that the same has been deposited in the official files and records of my office.

I do further certify that certain taxes heretofore levied for the years 2017 to 2020, inclusive, as described in the Resolution will be abated as provided in the Resolution.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_\_ day of February, 2018.

\_\_\_\_\_  
County Clerk

[SEAL]

RESOLUTION NO. 2018-52

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 FY2018 tax levy for the General Corporate Fund is \$11,549,743 and there are no outstanding General Corporate Fund tax anticipation warrants or notes;

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.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February, A.D. 2018.

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C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-53

RESOLUTION APPOINTING RAYMOND CUNNINGHAM TO THE  
CHAMPAIGN COUNTY LINCOLN LEGACY COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Raymond Cunningham 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 Raymond Cunningham to the Champaign County Lincoln Legacy Committee for a term commencing March 1, 2018 and ending February 28, 2021; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Raymond Cunningham 304 E. First Street, Urbana IL 61849.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

RESOLUTION NO. 2018-54

RESOLUTION APPOINTING KIM RUCKMAN  
TO THE COMMUNITY ACTION BOARD

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Kim Ruckman to the Community Action Board; 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 Kim Ruckman to the Community Action Board for a term commencing December 1, 2017 and ending November 30, 2020; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Kim Ruckman 316 Stebbins St., Urbana IL 61801.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

RESOLUTION NO. 2018-55

RESOLUTION APPROVING PRECINCT BOUNDARIES

WHEREAS, The Champaign County Clerk has recommended that each address within Champaign County be wholly contained within one voting precinct;

NOW, THEREFORE, BE IT RESOLVED that the two parcels (15-13-13-101-007 and 15-13-13-101-008) commonly addressed at 307 N. Prairieview Road, Mahomet, be precincted in Mahomet 3.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> Day of February, A.D. 2018.

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C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-56

RESOLUTION APPOINTING JOHN CLIFFORD TO THE  
LABOR/MANAGEMENT HEALTH INSURANCE COMMITTEE & AS COUNTY BOARD  
LIAISON TO THE REGIONAL OFFICE OF EDUCATION

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of John Clifford to the Labor/Management Health Insurance Committee and the Regional Office of Education County Board liaison; 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 John Clifford to the Labor/Management Health Insurance Committee as well as County Board liaison to the Regional Office of Education.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February, A.D. 2018.

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

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

RESOLUTION NO. 2018-57

RESOLUTION APPOINTING JACK ANDERSON TO THE  
LITIGATION COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Jack Anderson to the Litigation Committee; and

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Jack Anderson to the Litigation Committee.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February, A.D. 2018.

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

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

RESOLUTION NO. 2018-58

RESOLUTION APPOINTING AARON ESRY AS THE COUNTY BOARD  
LIAISON TO THE RURAL TRANSIT ADVISORY GROUP (RTAG)

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Aaron Esry as County Board liaison to the Rural Transit Advisory Group; and

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Aaron Esry as County Board liaison to the Rural Transit Advisory Group (RTAG).

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February, A.D. 2018.

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

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

RESOLUTION NO. 2018-59

RESOLUTION APPOINTING BRAD CLEMMONS AS THE COUNTY BOARD  
LIAISON TO THE REGION 8 HUMAN SERVICE TRANSPORTATION PLAN (HSTP)  
POLICY COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Brad Clemmons as County Board liaison to the Region 8 Human Service Transportation Plan (HSTP) Policy Committee; and

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Brad Clemmons as County Board liaison to the Region 8 Human Service Transportation Plan (HSTP) Policy Committee.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February, A.D. 2018.

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

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

RESUME OF MINUTES OF A REGULAR MEETING OF THE  
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS  
January 18, 2018

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, January 18, 2018, at 6:31 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois with C. Pius Weibel presiding and Sasha Green as Clerk of the Meeting.

**ROLL CALL**

Roll call showed the following members present: Tinsley, Anderson, Clemmons, Clifford, Cowart, Crews, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Mitchell, Patterson, Rector, Rosales, Summers and Weibel – 19; absent: Fortado, Petrie and Stohr – 2. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Members Petrie and Stohr arrived after roll call.

**PRAYER & PLEDGE OF ALLEGIANCE**

Chair Weibel read a prayer. The Pledge of Allegiance to the Flag was recited.

**READ NOTICE OF MEETING**

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* on December 28, January 4 and 11, 2018.

**APPROVAL OF AGENDA/ADDENDA**

Board Member Mitchell offered the motion to approve the Agenda/Addenda; seconded by Board Member Rosales. Approved by voice vote.

**DATE/TIME OF NEXT MEETINGS**

**Standing Committees**

The next County Facilities Committee Meeting will be held on Tuesday, February 6, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center; the next Environment and Land Use Committee Meeting will be held on Thursday, February 8, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center; the next Highway and Transportation Committee Meeting will begin on Friday, February 9, 2018 at 9:00 A.M. in the Fleet Maintenance Facility.

**Committee of the Whole**

The next Committee of the Whole for Finance; Justice & Social Services; Policy, Personnel, & Appointments will be held Tuesday, February 13, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

County Board

The County Board photos will be taken Thursday, February 22, 2018 from 5:15 P.M. to 6:15 P.M. Lyle Shields Meeting Room

The next Regular meeting of the Champaign County Board will be held on Thursday, February 22, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

**PUBLIC PARTICIPATION**

There was no public participation.

**CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE**

Environment & Land Use

Adoption of **Resolution No. 2018-6** Approving Subdivision Case 198-17 Stierwalt Subdivision.

Finance

Adoption of **Resolution No. 2018-12** Authorizing the Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 46-21-07-327-006.

Adoption of **Resolution No. 2018-13** Authorizing Budget Amendment 17-00053  
Fund 679 Child Advocacy Center - Dept. 179 Child Advocacy Center  
Increased Appropriations: \$1,000  
Increased Revenue: \$1,000  
Reason: End of the Year Personnel Expenses. Revenue from Increased Grant Funds.

Adoption of **Resolution No. 2018-14** Authorizing Budget Amendment 17-00055  
Fund 080 General Corporate – Dept. 043 Emergency Management Agency  
Increased Appropriations: \$8,801  
Increased Revenue: \$8,801  
Reason: For Funds Received From the Illinois Emergency Hazardous Material Planning Grant for Hazardous Commodity Flow Study (Freight Train Data Collection) Funds have been Received and Deposited with the County Treasurer to Pay for Completed Surveys.

Adoption of **Resolution No. 2018-15** Authorizing Budget Amendment 17-00056  
Fund 080 General Corporate – Dept. 041 State's Attorney  
Increased Appropriations: \$3,000  
Increased Revenue: None: from Fund Balance  
Reason: to Pay for Expert Testimony in 3 Child Abuse Cases.

Adoption of **Resolution No. 2018-16** Authorizing Budget Amendment 17-00057  
Fund 675 Victim Advocacy Grant-ICJIA – Dept. 041 State's Attorney  
Increased Appropriations: \$2,619

Increased Revenue: None: from Fund Balance  
Reason: to Pay for FY17 Salary Costs. Deficit Created Following Former Employee's Retirement & Payout.

Adoption of **Resolution No. 2018-17** Approving Contract Renewal for State's Attorney Appellate Prosecutor's Office.

Adoption of **Resolution No. 2018-18** Amending Schedule of Authorized Positions for the GIS Department.

**Policy, Personnel, & Appointments**

Adoption of **Resolution No. 2018-19** Appointing Caitlin Hitzeman to the Rural Transit Advisory Group, Term 1/1/2018-12/31/2019.

Adoption of **Resolution No. 2018-20** Appointing Edmund Sutton to the Nursing Home Board of Directors, Term 12/1/2017-11/30/2019.

Adoption of **Resolution No. 2018-5** Honoring County Employees.

Adoption of **Resolution No. 2018-4** Honoring Retiring County Employees.

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

Consent Agenda approved by roll call vote.

Yeas: Tinsley, Clemmons, Clifford, Cowart, Crews, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Mitchell, Patterson, Petrie, Rector, Rosales, Stohr, Summers and Weibel – 20;

Nays: None;

Absent: Anderson - 1.

**COMMUNICATIONS**

Board Chair Weibel informed the Board regarding the UCCI Leadership Academy. Board Member Brooks announced Mahomet-Seymour SD #3 is in need of volunteers for its poverty simulation. Board Member Rector spoke regarding One Winter Night, which will be held February 3<sup>rd</sup>.

**APPROVAL OF MINUTES**

Board Member Petrie offered a motion to approve the minutes of the Regular County Board Meeting for December 19, 2017 and the Special County Board Meeting for January 9, 2018; seconded by Board Member King. Approved by voice vote.

**PRESENTATION OF FY2016 COMPREHENSIVE ANNUAL FINANCIAL REPORT**

Jason Coyle and Michael Malott from Baker Tilly gave an overview of the FY2016 Comprehensive Annual Financial Report (CAFR) and answered Board Member's questions.

**STANDING COMMITTEES**

Environment & Land Use

There were no items for Board action.

Highway & Transportation

There were no items for Board action.

**AREAS OF RESPONSIBILITY**

Finance

Board Member Goss, Assistant Deputy Chair, recommended adoption of **Resolution No. 2018-7** Authorizing Payment of Claims; seconded by Board Member Anderson. Adopted by voice vote.

Board Member Goss recommended adoption of **Resolution No. 2018-8** Authorizing Purchases Not Following Purchasing Policy; seconded by Board Member Harper. Discussion followed. Adopted by voice vote.

Board Member Goss recommended adoption of **Resolution No. 2018-9** Authorizing Budget Amendment 17-00058 Fund 080 General Corporate-Dept. 030 Circuit Clerk Increased Appropriations: \$660 Increased Revenue: None: from the Fund Balance Reason: Westlaw Subscriptions and Abandoned Bond Payments; seconded by Board Member Cowart. Discussion followed.

Adopted by 15 vote required roll call vote.

Yeas: Tinsley, Anderson, Clemmons, Clifford, Cowart, Crews, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Mitchell, Patterson, Petrie, Rector, Rosales, Stohr, Summers and Weibel – 21;

Nays: None.

Board Member Goss recommended adoption of **Resolution No. 2018-10** Authorizing the Adjustment of Compensation of Nursing Home Board of Directors Members; seconded by Board Member Clifford. Adopted by voice vote.

**NEW BUSINESS**

Finance, cont.

Board Member Goss recommended adoption of **Resolution No. 2018-24** Authorizing Budget Amendment 17-00060

Fund-080 General Corporate-Dept. 026 County Treasurer

Increased Appropriations: \$2,816

Increased Revenue: None: from Fund Balance

Reason: to Cover Final Benefit Pay Out to Retired Chief Deputy Per County Employment Policy; seconded by Board Member King.

Adopted by 15 vote required roll call vote.

Yeas: Tinsley, Anderson, Clemmons, Clifford, Cowart, Crews, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Mitchell, Patterson, Petrie, Rector, Rosales, Stohr, Summers and Weibel – 21;

Nays: None.

Board Member Esry moved to suspend the rules to allow items to come directly to County Board, which did not go through a Committee; seconded by Board Member Hartke. Approved by voice vote.

Highway & Transportation

Board Member Cowart, Chair, recommended adoption of **Resolution No. 2018-28** Authorizing the Submission of a Capital Grant Amendment #1 and the Execution of Any Subsequent Agreements for State and Federal Mass Transportation Capital Funds; seconded by Board Member Mitchell. Discussion followed. Adopted by voice vote.

**OTHER BUSINESS**

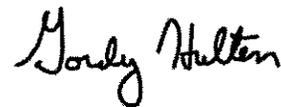
Board Member King recommended adoption of **Resolution No. 2018-11** Approving Agreement Between the Champaign County Board, the Sheriff, and the Illinois Fraternal Order of Police Court Security Officers, January 1, 2017 – December 31, 2019; seconded by Board Member Hartke. Adopted by voice vote.

Board Member King recommended a motion to allow the Agreement with SAK Management Services, L.L.C. to Automatically Renew at the End of the Initial Term on March 31, 2018, for the First Renewal Term to Continue through May 31, 2018; seconded by Board Member Stohr. Discussion followed. Approved by voice vote.

Board Member Rosales recommended adoption of **Resolution No. 2018-27** to Establish RFP 2018-001 Evaluation Committee; seconded by Board Member Petrie. Discussion followed. Adopted by voice vote.

**ADJOURN**

Board Chair Weibel adjourned the Meeting at 7:02 P.M.



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Gordy Hulten, 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 November 7, 2017 Meeting

**MEMBERS PRESENT:** Jack Anderson, Stan Harper, Josh Hartke, Jon Rector  
**MEMBERS ABSENT:** Shana Crews, Giraldo Rosales, James Tinsley

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	6:31 p.m.
II. Roll Call	4 committee members present
III. Approval of Agenda	Approved
IV. Approval of Minutes – November 7, 2017	Approved as distributed
V. Public Participation	None
VI. Communications	Mr. Rosales is traveling and unable to attend
VII. Items for Facilities Committee Approval	
A. Approval for Authorization for ITB #2018-002 Satellite Jail Domestic Hot Water Delivery System Replacement Project	Approved ITB #2018-002 for Satellite Jail Domestic Hot Water System Replacement
VIII. Items to be Recommended to the County Board	
A. GIS Lease Agreement beginning January 1, 2017 through December 31, 2021	<i>* Recommend Approval to County Board for GIS Lease</i>
B. Attorney General's Office Lease Amendment, extending lease from December 1, 2018 through December 31, 2019	<i>* Recommend Approval to County Board for Attorney General's Office Lease Amendment</i>
IX. Facilities Director's Report	
A. Ameren IL Energy Efficiency Incentive Check – ITB #2017-002 Brookens 2-RTU's Replacement Project	Information Only
B. Update on County's Request to DOJ – to defer Downtown Jail ADA Updated Planning until July 2018	Information Only
X. Chair's Report	
A. Future Meeting – Tuesday, March 6, 2018 at 6:30 p.m.	Information Only
XI. Other Business	
A. CLOSED Session Pursuant to 5 ILCS 120/2(c)6 to discuss the setting of a price for sale or lease of property owned by Champaign County	None
XII. Designation of Items to be placed on the Consent Agenda	VIII.A and VIII.B

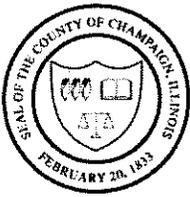
**Agenda Item**

**Action Taken**

XIII. Adjournment

7:32 p.m.

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



**CHAMPAIGN COUNTY BOARD  
ENVIRONMENT AND LAND USE COMMITTEE  
Summary of Action Taken at the January 4, 2018 Meeting**

**MEMBERS PRESENT:** Aaron Esry, Stephanie Fortado, Jim Goss, Robert King, Patti Petrie  
**MEMBERS ABSENT:** Brooks Marsh, Kyle Patterson

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	6:31 p.m.
II. Roll Call	5 committee members present
III. Approval of Agenda	Approved as distributed
IV. Approval of Minutes – January 4, 2018	Approved as distributed
V. Public Participation	Patrick Brown
VI. Communications	Patti Petrie
VII. For Information Only	
A. Update regarding Coal Ash in Floodplain of the Middle fork of the Vermillion River	None
B. Update regarding Mahomet Aquifer Protection Task Force	None
VIII. Items to Receive and Place on File to Allow for a 30-Day Municipal Review	
A. Zoning Case 873-AT-17. Amend the text of the Zoning Ordinance as follows: Part A. Amend Sections 7.1.1 and 7.1.2 to require a Special Use Permit for any Neighborhood Home Occupation or Rural Home Occupation that exceeds and/or does not meet the other requirements of Section 7.1.1 or Section 7.1.2 provided that the Home Occupation is not prohibited Home Occupation under paragraph 7.1.1.I. or 7.1.2.J. and specify that the residential use shall remain the principal use on the property and the dwelling on the subject property shall remain the principal building. Part B. Amend Sections 7.1.1 to authorize “minor auto repair” as a Neighborhood Home Occupation subject to a Special Use Permit when located more than 1.5 miles from a municipality that prohibits “minor auto repair” as a home occupation and subject to several standard conditions including but not limited to a condition that minor auto repair shall be conducted inside a building and a condition that the total building area occupied by the minor auto repair shall not exceed 1,500 square feet or more than 150% of the dwelling unit area, whichever is greater.	Received and Placed on File
IX. Items to be Approved by ELUC	
A. Annual Renewal of Recreation & Entertainment License	
i. Champaign County Fair Association Annual License for Champaign County Fairgrounds, 1302 North Coler Avenue, Urbana, including the Champaign County Fair July 20 – July 28, 2018	Approved

<u>Agenda Item</u>	<u>Action Taken</u>
<ul style="list-style-type: none"> <li>ii. Recreation &amp; Entertainment License: Generations Music Booking, NFP for Christian Music Festival. Location: Champaign County Fairgrounds, 1302 North Coler Avenue, Urbana. July 4 – July 7, 2018</li> </ul>	Approved
<ul style="list-style-type: none"> <li>B. Proposed Public Hearing for Proposed Zoning Ordinance Text Amendment to Add Requirements for “solar farm”</li> </ul>	Approved
<ul style="list-style-type: none"> <li>X. Items to be Recommended to the County Board                             <ul style="list-style-type: none"> <li>A. An Intergovernmental Agreement between Champaign County, Illinois, and Will County, Illinois</li> <li>B. Contractor, Coordinator, and Host Site Agreement: 2018 Residential Electronics Collection</li> <li>C. An Intergovernmental Agreement: 2018 Residential Electronics Collection Events cost-Sharing Agreement Between the County of Champaign, the City of Champaign, the City of Urbana and the Village of Savoy</li> <li>D. Resolution Approving Written Notice to Participate in the Manufacturer E-Waste Program in 2019 under the Illinois Consumer Electronics Recycling Act</li> </ul> </li> </ul>	<p><b>*RECOMMEND County Board Approval of Intergovernmental Agreement</b></p> <p><b>*RECOMMEND County Board Approval of Agreement</b></p> <p><b>*RECOMMEND County Board Approval of Intergovernmental Agreement</b></p> <p><b>*RECOMMEND County Board Approval to Participate</b></p>
<ul style="list-style-type: none"> <li>XI. Monthly Report                             <ul style="list-style-type: none"> <li>A. October 2017</li> </ul> </li> </ul>	None
<ul style="list-style-type: none"> <li>XII. Other Business                             <ul style="list-style-type: none"> <li>A. None</li> </ul> </li> </ul>	None
<ul style="list-style-type: none"> <li>XIII. Chair’s Report</li> </ul>	None
<ul style="list-style-type: none"> <li>XIV. Designation of Items to be placed on the Consent Agenda</li> </ul>	X.A, X.B, X.C, and X.D
<ul style="list-style-type: none"> <li>XV. Adjournment</li> </ul>	9:05 p.m.

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

**COMMITTEE OF THE WHOLE**  
**Finance/ Policy, Personnel, & Appointments/Justice & Social Services**  
 County of Champaign, Urbana, Illinois  
 Summary of Action Taken Tuesday, February 13, 2018

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<u>Agenda Items</u>	<u>Action</u>
I. <u>Call To Order</u>	6:31 p.m.
II. <u>Roll Call</u>	20 members present
III. <u>Approval of Agenda/Addenda</u>	Approved as Amended
IV. <u>Approval of Minutes</u> A. January 9, 2018	Approved
V. <u>Public Participation</u>	Patricia Marlow, James Kilgore, Tammie, Bouseman, and Randy Nelson
VI. <u>Communications</u>	Tinsley and Weibel
VII. <u>Justice &amp; Social Services</u>	
A. Extension of Current Re-Entry Programming Grant for Champaign County	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Contract Extension for Re-Entry Programming</i></b>
B. Racial Justice Task Force Report on Housing	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Supporting RJTF Housing Recommendations 2 &amp; 4</i></b>
C. Monthly Reports –	All reports received and placed on file
1. Animal Control – December 2017	
2. Emergency Management Agency – January 2018	
3. Head Start – December 2017 & January 2018	
4. Probation & Court Services – December 2017 & 4 <sup>th</sup> Quarter Statistics	
5. Public Defender – December 2017	
6. Veterans’ Assistance Commission – December 2017	
D. Other Business	
1. Illinois Counties Association Allocation of Funds to a 501(c)(3) Organization in Champaign County	Information Only
E. Chair’s Report	King will continue to bring forth the recommendations of the Racial Justice Task Force at future meetings.
F. Designation of Items to be Placed on the Consent Agenda	A and B-RJTF Housing Recommendations 2 and 4
VIII. <u>Finance</u>	
A. Treasurer	
1. Monthly Report – January 2018	Received and placed on file
2. Cash Flow Projection Report Presentation	Information only
3. Resolution Authorizing the County Board Chair to Assign a Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel 14-0023-0069	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing the County Board Chair to Assign a</i></b>

*Committee of the Whole  
Finance; Policy, Personnel, & Appointments; Justice & Social Services  
Summary of Action Taken February 13, 2018  
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**Agenda Items**

**Action**

4. Resolution Designating Depositories for Funds
- B. Auditor
1. Monthly Report – January 2018
  2. Champaign County Nursing Home Accounts Payable Update
- C. Budget Amendments/Transfers
1. Budget Transfer 17-00011  
Fund-076 Tort Immunity Tax / Dept. 075 General County  
Total Amount: \$112,000  
Reason: Transfer from Unemployment Insurance Line (underspent due to a rate decrease), to Insurance Line to Cover Increases in Property and Auto Claims and Required Liability Funding per Actuarial Study
  2. Budget Amendment 18-00001  
Fund-076 Tort Immunity Tax / Dept. 075 General County  
Increased Appropriations: \$82,000  
Increased Revenue: None: from Fund Balance  
Reason: Increase in Insurance Appropriation Required Based on Prior Fiscal Year Expenditures, and Claims to be Billed in FY2018. This Budget Remains Revenue Positive with the Increased Appropriation
  3. Budget Transfer 17-00012  
Fund-091 Animal Control / Dept. 247 Animal Warden Services & 047 Animal Control Administration  
Total Amount: \$2,978  
Reason: to Cover Computer Service Costs
  4. Budget Transfer 17-00013  
Fund-080 General Corporate / Dept. 030 Circuit Clerk  
Total Amount: \$2,000  
Reason: Transfer from Remaining Salary Line to Pay for December Legal Notices
  5. Budget Amendment 17-00063  
Fund-610 Working Cash / Dept. 026 County Treasurer  
Increased Appropriations: \$2,339  
Increased Revenue: None: \$2,339  
Reason: Earned More Interest than Budgeted
  6. Budget Amendment 17-00066  
Fund-089 County Public Health / Dept. 049 Board of Health  
Increased Appropriations: \$62,238  
Increased Revenue: \$62,238  
Reason: Additional IDPH Tobacco Free Community Grant Funds were Received in FY2017. Increased Appropriation for

***Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel 14-0023-0069***

***\*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Designating Depositories***

Reports received and placed on file

***\*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Authorizing Budget Transfers: 17-00011, 17-00012, 17-00013, and Budget Amendments: 17-00063, 17-00066, 18-00001, and 18-00002***

*Committee of the Whole  
Finance; Policy, Personnel, & Appointments; Justice & Social Services  
Summary of Action Taken February 13, 2018  
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**Agenda Items**

**Action**

Professional Services is Required to Pay for Tobacco Prevention and Control Grant Expenses (Predominantly Advertisement)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <p><del>7. Budget Amendment 17-00068<br/>Fund 101 MHB/DDB CILA Facilities / Dept. 054 CILA Project<br/>Increased Appropriations: \$8,651<br/>Increased Revenue: \$22,053<br/>Reason: for FY2017 CILA Fund</del></p> <p>8. Budget Amendment 18-00002<br/>Fund 110 Workforce Development / Dept. 832 SNAP to Success-Employment &amp; Training<br/>Increased Appropriations: \$86,000<br/>Increased Revenue: \$86,000<br/>Reason: The SNAP to Success program is a collaboration between Carle Health Systems and the Regional Planning Commission designed to promote self-sufficiency among SNAP participants by obtaining marketable, in-demand healthcare-related skills that result in stable long-term employment and entrepreneurship opportunities. This pilot program will provide SNAP-eligible participants with job-driven training, tools, and access to career pathways that lead to permanent sustainable employment and ongoing advancement. Private funds secured from Carle Foundation will leverage public funds in an effort to expand workforce training and support services with a focus on in-demand entry and mid-level healthcare positions currently available in our community</p> <p>D. County Administrator</p> <p>1. FY2017 General Corporate Fund Budget Projection Report<br/>FY2017 General Corporate Fund Budget Change Report</p> <p>2. Resolution Abating Certain Taxes Hereto Levied to Pay the Principal of and Interest on Various Outstanding Bonds of the County</p> <p>3. Resolution for Authorization of Loan to the General Corporate Fund from the Public Safety Sales Tax Fund</p> <p>4. Approval of Additional Cost for FY2016 Audit</p> <p>E. Nursing Home</p> <p><del>1. Forbearance Agreement with Health Pro Therapy Services, LLC</del></p> | <p>Removed from agenda</p> <p>Report received and placed on file</p> <p><b><i>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Abating Certain Taxes Hereto Levied to Pay the Principal of and Interest on Various Outstanding Bonds of the County</i></b></p> <p><b><i>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution for Authorization of Loan to the General Corporate Fund from the Public Safety Sales Tax Fund</i></b></p> <p>Approved</p> <p>Removed from Agenda</p> |
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*Committee of the Whole*  
*Finance; Policy, Personnel, & Appointments; Justice & Social Services*  
*Summary of Action Taken February 13, 2018*  
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**Agenda Items**

**Action**

<p>2. Recommendation for Payment of Nursing Home Insurance Premium for Liability/Property Insurance for FY2018</p>	<p><b>RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Payment of Nursing Home Insurance Premium for Liability/Property Insurance for FY2018</b></p>
<p>3. Financial Statement Summary</p>	<p>Information Only</p>
<p>4. Detailed Financial Report</p>	<p>Information Only</p>
<p>F. Other Business</p>	<p>None</p>
<p>G. Chair's Report</p>	<p>None</p>
<p>H. Designation of Items to be Placed on the Consent Agenda</p>	<p>A3-4; C1-6; C8; D3-4;</p>
<p><b>IX. <u>Policy, Personnel, &amp; Appointments</u></b></p>	
<p>A. Appointments/Reappointments <i>*Italicized Name Indicates Incumbent</i></p>	
<p>1. Lincoln Legacy Committee – 1 Vacancy, Term 3/1/2018-2/28/2021 Applicant:</p> <ul style="list-style-type: none"> <li>• <i>Raymond Cunningham</i></li> </ul>	<p><b>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Appointing Raymond Cunningham to the Lincoln Legacy Committee, Term 3/1/2018-2/28/2021</b></p>
<p>2. Community Action Board – 1 Vacancy, Term 12/1/2017-11/30/2020 Applicant:</p> <ul style="list-style-type: none"> <li>• <i>Kim Ruckman</i></li> </ul>	<p><b>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Appointing Kim Ruckman to the Community Action Board, Term 12/1/2017-11/30/2020</b></p>
<p>B. County Clerk</p>	
<p>1. January 2018 Report</p>	<p>Received and placed on file</p>
<p>2. Recommendation for Consolidation of Two Contiguous Parcels to One Voting Precinct</p>	<p><b>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Approving Precinct Boundaries</b></p>
<p>C. County Administrator</p>	
<p>1. Administrative Services Monthly Report – January 2018</p>	<p>Received and placed on file</p>
<p>D. Other Business</p>	
<p>1. Appointment of _____ to the Labor/Management Health Insurance Committee</p>	<p><b>*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Appointing John Clifford to the Labor/Management Health Insurance Committee and as Liaison to the Regional Office of Education; Jack Anderson to the Litigation Committee; Aaron Esry as Liaison to the Rural Transit Advisory Group; and Brad Clemmons as Liaison to the Region 8 Human Service Transportation Plan (HSTP) Policy Committee</b></p>
<p>2. Appointment of _____ to the Litigation Committee</p>	
<p>3. Appointment of _____ as County Board Liaison to the Regional Office of Education</p>	
<p>4. Appointment of _____ as County Board Liaison to the Rural Transit Advisory Group</p>	
<p>5. Appointment of _____ as County Board Liaison to the Region 8 Human Service Transportation Plan (HSTP) Policy Committee</p>	
<p>E. Chair's Report</p>	
<p>1. County Board Appointments Expiring March 31, 2018: None</p>	<p>Information Only</p>

*Committee of the Whole*  
*Finance; Policy, Personnel, & Appointments; Justice & Social Services*  
*Summary of Action Taken February 13, 2018*  
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<u>Agenda Items</u>	<u>Action</u>
F. Designation of Items to be Placed on the Consent Agenda	A1-2; B2; D1-5
X. <u>Other Business</u>	
A. Closed Session Pursuant to 5 ILCS 120/2(c)6 to Discuss the Setting of a Price for Sale or Lease of Property Owned by Champaign County	Approved
XI. Adjournment	10:01 p.m.

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.

RESOLUTION NO. 2018-35

PAYMENT OF CLAIMS AUTHORIZATION

FEBRUARY, 2018

FY 2017/2018

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$10,351,694.90 including warrants 570528 through 571661; 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 \$10,351,694.90 including warrants 570528 through 571661 is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22nd day of February, A.D. 2018.

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

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

RESOLUTION NO. 2018-36

PURCHASES NOT FOLLOWING PURCHASING POLICY

February 2018

FY2018

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 February 22, 2018 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

FOR COUNTY BOARD APPROVAL  
2/22/18

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
<b>CREDIT CARD PURCHASES WITH TAX PAID</b>						
Sheriff	080-040-522.90	VR#040-600	01/24/18	Streichers groin protectors 12/20	Visa Cardmember Service	\$ 6.75
Recorder Automation	614-023-522.01	VR#614-068	02/06/18	lpswitch software 12/29	Visa Cardmember Service	\$ 5.12

\*\*\*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. 2018-38**

**RESOLUTION AUTHORIZING PAYMENT OF NURSING HOME FY2018  
PROPERTY/LIABILITY INSURANCE PREMIUM FROM SELF-FUNDED  
INSURANCE FUND and SUBSEQUENT INTERNAL BILLING AND REPAYMENT  
FROM NURSING HOME FUND**

**WHEREAS**, the premium for Property/Liability Insurance with ICRMT for the Nursing Home for the period from December 1, 2017 through November 30, 2018 is now due; and

**WHEREAS**, the Nursing Home Fund does not have adequate cash to pay the annual premium of \$125,125 to ICRMT for Property and Liability Insurance for FY2018 at this time; and

**WHEREAS**, the FY2018 Self-Funded Insurance Fund has adequate budgetary authority and adequate cash to pay the Nursing Home premium on behalf of the Nursing Home at this time, with future repayment to the Self-Funded Insurance Fund to come from the Nursing Home Fund with an internal billing when the cash is available;

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Champaign County that it authorizes the payment for the Nursing Home FY2018 Property Liability Insurance Premium to be paid from the Self-Funded Insurance Fund with direction to the County Administrator to provide future repayment to the Self-Funded Insurance Fund from the Nursing Home Fund with an internal billing when the cash is available.

**PRESENTED, PASSED, APPROVED and RECORDED** this 22<sup>nd</sup> day of February, A.D. 2018.

ATTEST:

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C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-37

TRANSFER OF FUNDS

February 2018

FY 2017

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 FY2017 budget; and

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

Budget Transfer #17-00014

Fund 091 Animal Control  
Dept. 047 Animal Control Administration &  
247 Animals Warden Services

<u>TRANSFER TO ACCOUNT</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT</u>
047-533.20 Insurance	\$1,616	047-511.03 Regular Full-time Employees
247-533.20 Insurance	\$1,855	247-511.03 Regular Full-time Employees

REASON: Transfer to Cover Insurance Costs

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22<sup>nd</sup> day of February A.D. 2018.

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

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

REQUEST FOR BUDGET TRANSFER  
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 17-00014

FUND 091 ANIMAL CONTROL  
 091 ANIMAL CONTROL

DEPARTMENT 047 ANIMAL CONTROL ADMIN  
 247 ANIMAL WARDEN SERVICES

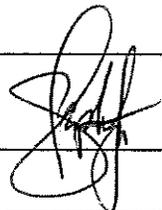
TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
091-047-533.20 INSURANCE	1,616.	091-047-511.03 REG. FULL-TIME EMPLOYEES
091-247-533.20 INSURANCE	1,855.	091-247-511.03 REG. FULL-TIME EMPLOYEES

EXPLANATION: TRANSFER TO COVER INSURANCE COSTS

DATE SUBMITTED: 2/1/18



AUTHORIZED SIGNATURE

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

\* PLEASE SIGN IN BLUE INK \*

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