



## COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, May 20, 2021 – 6:30 p.m.

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**Shields-Carter Meeting Room/Zoom**

**Brookens Administrative Center**

**1776 East Washington Street, Urbana, Illinois**

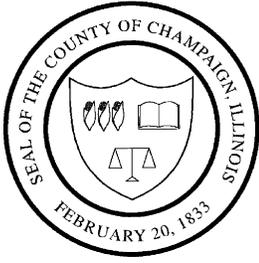
### Agenda Items

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- I. **Call To Order**
- II. **\*Roll Call**
- III. **Prayer & Pledge of Allegiance**
- IV. **Read Notice of Meeting**
- V. **Approval of Agenda/Addenda**
- VI. **Date/Time of Next Regular Meetings**  
**Standing Committees:**
  - A. County Facilities Committee Meeting  
Tuesday, June 8, 2021 @ 6:30 p.m.  
Shields-Carter Meeting Room
  - B. Environment & Land Use Committee  
Thursday, June 10, 2021 @ 6:30 p.m.  
Shields-Carter Meeting Room
  - C. Highway & Transportation Committee Meeting  
Friday, June 11, 2021 @ 9:00 a.m.  
1605 E Main Street, Urbana  
**Committee of the Whole:**
  - A. Study Session – Finance Committee  
Tuesday, May 25, 2021 @ 6:00 p.m.  
Shields-Carter Meeting Room
  - B. Justice & Social Services; Policy, Personnel & Appointments; Finance  
Tuesday, June 15, 2021 @ 6:30 p.m.  
Shields-Carter Meeting Room  
**County Board:**
  - A. Regular Meeting  
Thursday, June 24, 2021 @ 6:30 p.m.  
Shields-Carter Meeting Room
- VII. **Public Hearing**
  - A. Proposed 2021 maps for reapportionment of the County for election of the County Board
- VIII. **Public Participation**
  - Being accepted remotely through zoom – for instructions go to:  
[http://www.co.champaign.il.us/CountyBoard/CB/2021/210520\\_Meeting/210520\\_Zoom\\_Instructions.pdf](http://www.co.champaign.il.us/CountyBoard/CB/2021/210520_Meeting/210520_Zoom_Instructions.pdf)
- IX. **Presentation**
  - A. County Executive’s Annual Report to the County Board
- X. **\*Consent Agenda**
- XI. **Communications**

<b>XII.</b>	<b>Approval of Minutes</b>	
	A. April 22, 2021 – Regular Meeting	82-89
<b>XIII.</b>	<b>Standing Committees:</b>	
	A. County Facilities <i>Summary of Action Taken May 4, 2021 Meeting</i>	90-91
	B. Environment and Land Use <i>Summary of Action Taken May 6, 2021 Meeting</i>	92-93
	C. Highway & Transportation <i>Summary of Action Taken May 7, 2021 Meeting</i>	94-95
<b>XIV.</b>	<b>Areas of Responsibility</b>	
	<i>Summary of Action Taken May 11, 2021 at Committee of Whole Meeting (Justice &amp; Social Services; Finance; Policy, Personnel, &amp; Appointments)</i>	96-100
	A. Policy, Personnel, & Appointments	
	1. Adoption of Resolution No. 2021-171 appointing Meghan Hennesy to the Sangamon Valley Public Water District, term 6/1/2021-5/31/2026	101-103
	2. Adoption of Resolution No. 2021-172 appointing Colleen Schultz to the Sangamon Valley Public Water District, term 6/1/2021-5/31/2026	104-105
<b>XV.</b>	<b>New Business – Action Items</b>	
	A. Adoption of Resolution No. 2021-173 authorizing purchases not following purchasing policy	106-107
	B. Adoption of Resolution No. 2021-174 authorizing payment of claims	108
	C. Adoption of Resolution No. 2021-175 approving an authorizing the issuance and sale of not to exceed \$2,000,000 principal amount of Capital Improvement Revenue Refunding Bonds, Series 2021 (Countryside School Project), of the County of Champaign, Illinois, for the benefit of Countryside School of Champaign/Urbana, INC.; authorizing the execution and delivery of a loan agreement and other documents related thereto; authorizing the sale of said bonds to Hickory Point Bank and Trust; and approving related matters thereto	109-184
<b>XVI.</b>	<b>Other Business</b>	
	A. Adoption of Ordinance No. 2021-6 establishing the Champaign County 2021 Apportionment Plan	185-187
	B. Adoption of Ordinance No. 2021-7 establishing the Champaign County 2021 Apportionment Plan Map	188-189
<b>XVII.</b>	<b>Discussion/Information Only</b>	
<b>XVIII.</b>	<b>Adjourn</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, May 20, 2021 - 6:30 p.m.

Shields-Carter Meeting Room/Zoom  
Brookens Administrative Center  
1776 E. Washington Street, Urbana, IL 61802

## Consent Agenda Items

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### **A. Facilities**

1. Adoption of Resolution No. 2021-156 approving bid results and recommendations for Champaign County roof replacement – Highway Department and ILEAS Training Center pursuant to ITB #2021-001 1-4
2. Adoption of Resolution No. 2021-157 approving lease between the County of Champaign and the Urbana Park District 5-16

### **B. Environment and Land Use Committee**

1. Adoption of Resolution No. 2021-158 approving subdivision case 205-21 Trumbull Subdivision 17
2. Adoption of Resolution No. 2021-159 authorizing County Executive signature on annual facility inspection report required for M.S.4. Stormwater Permit with I.E.P.A. for program year April 2020 through March 2021 18-61

### **C. Highway & Transportation**

1. Adoption of Resolution No. 2021-160 approving appropriation of funds from the County Bridge Fund, Rantoul Township, #21-20111-00-BR 62-64
2. Adoption of Resolution No. 2021-161 awarding contract for railroad crossing upgrade on County Road 2000N and appropriating \$110,000 from County Highway Funds section #15-25442-00-SP 65-66
3. Adoption of Resolution No. 2021-162 for contract award authority road striping 2021 67

### **D. Finance**

1. \*\*Adoption of Resolution No. 2021-163 approving Budget Amendment 21-00016 Fund 089 County Public Health Fund / Dept 049 Board of Health 68  
Increased Appropriations: \$321,258  
Increased Revenue: \$321,258  
Reason: COVID mass vaccination grant funding awarded to Public Health Department from State of Illinois \$290,000. Increased local health protection grant funding \$31,258.
2. \*\*Adoption of Resolution No. 2021-164 approving Budget Amendment 21-00017 Fund 080 General Corporate / Dept 040 Sheriff 69  
Increased Appropriations: \$67,834  
Increased Revenue: \$67,834  
Reason: Increased grant funding to cover increased FY21 expenditures for the new Records Management (RMS) implementation (see attached memo).
3. \*\*Adoption of Resolution No. 2021-165 approving Budget Amendment 21-00019 Fund 103 Hwy Fed Aid Matching Fund / Dept 060 Highway 70  
Increased Appropriations: \$345,297  
Increased Revenue: \$0  
Reason: Request for budget amendment for final county share of CH 13 Section #17-0/445-00-RS. Agreement executed with the State of IL on 7/25/2018. \$350,000 was carried in the federal aid FY 2020 budget. The final invoice was received on 04/15/2021. Grant funding of \$2,300,000 was received. The total project cost was \$2,645,297.
4. Adoption of Resolution No. 2021-166 adopting the Champaign County Financial Policies 71-77

- 5. Adoption of Resolution No. 2021-167 authorizing County Executive to execute an intergovernmental agreement with Champaign-Urbana Public Health District 78

**E. Policy, Personnel & Appointments**

- 1. Adoption of Resolution No. 2021-168 appointing Kathryn Stacey to the Locust Grove Cemetery Association, unexpired term ending 6/30/2024 79
- 2. Adoption of Resolution No. 2021-169 appointing Derek Winstanley to the Urbana-Champaign Sanitary District, term 6/1/2021-5/31/2024 80
- 3. Adoption of Resolution No. 2021-170 appointing Steve Parrish to the Penfield Public Water District, term 6/1/2021-5/31/2026 81

RESOLUTION NO. 2021-156

RESOLUTION APPROVING BID RESULTS AND RECOMMENDATIONS FOR  
CHAMPAIGN COUNTY ROOF REPLACEMENT - HIGHWAY DEPARTMENT AND  
ILEAS TRAINING CENTER PURSUANT TO ITB #2021-001

WHEREAS, Bids were received on Friday April 30, 2021 for the roof replacement at the Highway Department and ILEAS Training Center; and

WHEREAS, pursuant to the parameters and guidelines established by ITB #2021-001, the Facilities Committee recommended to the County Board on May 20, 2021 the award of contracts to Industrial Services of Illinois, Inc. for \$530,300.00 and River City Roofing for \$299,280.00; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the award of contracts to Industrial Services of Illinois, Inc. and River City Roofing. pursuant to ITB #2021-001 for the Champaign County roof replacement at the Highway Department and ILEAS Training Center project for the amounts of \$530,300.00 and \$299,280.00 and authorizes the County Executive to execute that agreement.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of May A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive  
Date: \_\_\_\_\_



April 30, 2021

Mr. Dana Brenner  
Champaign County Facility Director  
1776 E Washington Street  
Urbana IL 61802

Re: Bid Results and Recommendations  
Champaign Co Roof Replacement  
Highway Department and ILEAS Training Center  
RRCo Project #202106

Dear Mr. Brenner,

Bids were received on Friday April 30, 2021 for the roof replacements at Highway Department and ILEAS Training Center. Reifsteck Reid & Company (RRCo) attended the bid opening where a total of two (2) bids received for Bid Package 1 - Highway Department and three (3) bids were received for Bid package 2 - ILEAS Center. Bids were opened and read aloud. The results of the bids are attached to this letter. The apparent low bidder for the Highway Department roof replacement was Industrial Services of Illinois, Inc. with a base bid amount of \$530,300.00. The apparent low bidder for the ILEAS Center roof replacement was River City Roofing with a base bid amount of \$299,280.

Bid package 1:

Reifsteck Reid & Company Architects contacted Industrial Services of Illinois to ascertain their familiarity with the project documents, the project schedule, and their willingness to proceed with the project work. We discussed their understanding of the project scope as outlined in the bid package. After our discussion we feel that they are clear on the requirements set forth in the documents and the bid package description.

Industrial Services of Illinois indicated that they are satisfied with their bid amount; are confident in their ability to complete the work successfully in the time frame established; and are ready to proceed when authorized.

Reifsteck Reid & Company Architects recommends Industrial Services of Illinois be awarded a contract for the work associated with Bid Package 2. In addition, Reifsteck Reid & Company Architects recommends the District set aside a construction contingency of 5% of the bid amount to address any issues that may arise during construction.

Bid package 2:

Reifsteck Reid & Company Architects also contacted River City Roofing to ascertain their familiarity with the project documents, the project schedule, and their willingness to proceed with the project work. We discussed their understanding of the project scope as outlined in the bid package. After our discussion we feel that they are clear on the requirements set forth in the documents and the bid package description.

River City Roofing indicated that they are satisfied with their bid amount; are confident in their ability to complete the work successfully in the time frame established; and are ready to proceed when authorized.

Reifsteck Reid & Company Architects recommends River City Roofing be awarded a contract for the work associated with Bid Package 2. In addition, Reifsteck Reid & Company Architects recommends the District set aside a construction contingency of 5% of the bid amount to address any issues that may arise during construction.

Respectfully submitted,



Dan Wakefield, Project Manager  
Reifsteck Reid & Company Architects

Attachments: Bid Tabulation Sheet



**Champaign Co Roof Replacement  
Highway Department and ILEAS Training Center**  
Project # 202106

Bid Opening  
04.30.21  
2:00pm

Bidder's Name	Bid Security / Check Number	Addenda Received		Bid Package 1 Highway Department	Bid Package 2 ILEAS Center	Bid Package 3 Combined 1+ 2
		1				
Advanced Commercial Roofing*				–	–	–
*Bid submission was delivered late and was returned						
Filotto Roofing	X	X		No Bid	\$413,980.00	
Henson Robinson Company	X	X		\$631,189.00	No Bid	
Industrial Services of Illinois, Inc.	X	X		\$530,300.00	\$336,700.00	\$862,000.00
River City Roofing	X	X		No Bid	\$4,299,280.00	

I hereby do certify that the bids submitted by the bidders whose names are recorded above were opened, read and recorded at the place and time specified in the bid information.

4 \_\_\_\_\_  
Architect/Engineer

RESOLUTION NO. 2021-157

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

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

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

WHEREAS, the Urbana Park District wishes to continue leasing space at the Brookens Administrative Center; and

WHEREAS, the Champaign County Facilities Committee recommended the approval of a five-year lease agreement from June 1, 2021 to May 31, 2026 between the County of Champaign and the Urbana Park District; and

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County that the County Executive is hereby authorized and directed to execute, on behalf of the County of Champaign, a lease with the Urbana Park District.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20<sup>th</sup> day of May A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_

## LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE URBANA PARK DISTRICT

**THIS LEASE AGREEMENT** is made and entered into this **first day of June 2021**, by and between the County of Champaign (hereinafter referred to as "Landlord") and the Urbana Park District (hereinafter referred to as "Tenant").

### ARTICLE I

#### Premises

Landlord does hereby lease to Tenant space located in POD #400 of the Champaign County Brookens Administrative Center, which is located at 1776 East Washington Street, Urbana, Illinois. The Tenant will lease 12,957 square feet of space on the first floor and 875 square feet of space on the east mezzanine during the period of **June 1, 2021-May 31, 2026**. The space leased is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A".

### ARTICLE II

#### Term

This lease agreement shall be in effect for five successive one-year terms, commencing on **June 1, 2021**. Each one-year term commences on **June 1** and ends on **May 31**. This lease agreement terminates on May 31, 2026. Either party may terminate this lease agreement, for any reason, with written notification at least one hundred and twenty (120) days prior to the end of each one-year term.

### ARTICLE III

#### Rent

Rent for said premises shall be at the following rates:

- a) From June 1, 2021 to May 31, 2022 - The rent for this term shall be **\$54,848.00** annually (\$3.84 x 12,957 sq. ft. and \$5.82 x 875 sq. ft.).
- b) From June 1, 2022 to May 31, 2023 - The rent for this term shall be \$54,848.00 multiplied by the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2022, to determine the maximum extension under the Property Tax Extension Limitation Law), except if the CPI is negative, then the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.
- c) From June 1, 2023 to May 31, 2024 - The rent for this term shall be the amount paid from June 1, 2022 to May 31, 2023 multiplied by the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2023, to determine the maximum extension under the Property Tax Extension Limitation Law), except if the CPI is negative, then the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.
- d) From June 1, 2024 to May 31, 2025 - The rent for this term shall be the amount paid from June 1, 2023 to May 31, 2024 multiplied by the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2024, to determine the maximum extension under the Property Tax Extension Limitation Law), except if the CPI is negative, then the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.
- e) From June 1, 2025 to May 31, 2026 - The rent for this term shall be the amount paid from June 1, 2024 to May 31, 2025 multiplied by the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2025, to determine the maximum extension under the Property Tax Extension Limitation Law),

except if the CPI is negative, then the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.

#### **ARTICLE IV**

##### **Utilities**

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

#### **ARTICLE V**

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

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

#### **ARTICLE VI**

##### **Tenant's Responsibilities**

The Tenant shall, for the period of the lease, maintain the leased premises in the following manner:

- a) Cut all grass of the Brookens Administrative Center properties in the same manner as it has for the past twenty years of the original lease, identified in Appendix B. Mowing should be done on a reasonable schedule, which is approved by the Landlord;
- b) Provide snow removal for the North parking lot C of Brookens Administrative Center, identified in Appendix C, when the snow is 1" or more, prior to 7:00am on weekdays;
- c) Provide plantings for and maintain a flower garden in a mini-park area near the Brookens Center signs located at the corner of Washington and Lierman, and, by the Urbana Park District entrance to POD #400;
- d) Provide janitorial services for areas of POD#400, which are occupied by the Tenant.

#### **ARTICLE VII**

## Insurance

Tenant shall, at its expense, maintain public liability and property damage insurance with the liability limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate, and property limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate insuring against liability of Landlord and its authorized representatives arising out of and in connection with Tenant's use of occupancy of the leased space.

The County of Champaign shall be named as an additional insured on the insurance policy.

All insurance required under this lease shall:

- a) Be issued by insurance companies authorized to do business in the State of Illinois, with a financial rating of at least A+ #A status as rated in the most recent edition of Best's Insurance Reports;
- b) Be issued as a primary policy;
- c) Contain an endorsement requiring 30 days' written notice from the Insurance Company to both parties before cancellation or change in the coverage, scope, or amount of any policy;
- d) Be renewed no less than 20 days before the expiration of the term of the policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement of the term and on each renewal of the policy.

## ARTICLE VIII

### Subletting and Assignment

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

## ARTICLE IX

### Alterations

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

b) It is distinctly understood that all alterations, installations, changes, replacement, additions, or improvements upon the leased premises made by the Tenant pursuant to (a) herein, shall, at the election of Landlord, remain upon the leased premises and be surrendered with the leased premises at the expiration of this lease without disturbance or injury. Should Landlord elect that same be removed upon termination of this lease or any extension thereof, Tenant hereby agrees to cause same to be removed at the sole cost and expense of Tenant. Should Tenant fail to remove same, then Landlord may cause same to be removed, and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages that Landlord may suffer and sustain by any reason of the failure of Tenant to remove the same.

c) Maintenance and repair of any items installed pursuant hereto shall be the sole responsibility of Tenant, and Landlord shall have no obligation in connection therewith.

d) Tenant shall promptly repair all damage caused to the leased premises or to the building and grounds of which the leased premises are a part occasioned by the installation or removal of any alteration made pursuant hereto.

## ARTICLE X

### Parking

Appendix C identifies Brookens Administrative Center Parking Lots A, B, C, and D.

- a) At no additional cost to Tenant, Tenant's employees and guests may park in the north parking lot C, located at the northern and northeastern portion of the property. Parking spaces shall be available on a first-come-first-served basis.
- b) Tenant's temporary business guests and visitors will be permitted to use the visitors' reserved parking spaces available off Washington Avenue, designated as Parking Lot A, and in the northeastern parking lot off of Lierman Avenue, designated as Parking Lot D. Parking spaces shall be available on a first-come-first-served basis.
- c) The Tenant shall allow the Landlord the daily use of Parking Lot B, for use by employees of the Brookens Administrative Center during regular Monday thru Friday business hours.

## **ARTICLE XI**

### **Signs, Notices, Advertisements, Etc.**

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

## **ARTICLE XII**

### **Damage to Premises**

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

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

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

## **ARTICLE XIII**

### **Access**

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

#### **ARTICLE XIV**

##### **Landlord's Remedies on Default**

If Tenant defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions of this lease agreement, Landlord may give Tenant notice of the default. Rent default shall be cured within 15 days of the notice, and other defaults shall be cured within 21 days of the notice. Landlord may extend the time to cure if tenant fails to cure within the required time. On the date specified in the notice, or on the date specified by the Landlord's extension of time to cure, this lease agreement will terminate, and Tenant will then quit and surrender the premises to Landlord, and the Tenant will remain liable for any deficiencies in rent or damage to the property. If the lease is terminated because of Tenant's default, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and its or their effects.

#### **ARTICLE XV**

##### **Cumulative Remedies and Waiver**

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

#### **ARTICLE XVI**

##### **Partial Invalidity**

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

#### **ARTICLE XVII**

##### **Successors**

All 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 under this lease shall be paid to Landlord at Champaign County Treasurer's Office, 1776 East Washington Street, Urbana, Illinois, 61802, or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord addressed to Champaign County Administrator/Facilities & Procurement, 1776 East Washington Street, Urbana, Illinois 61802. All notices to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to Urbana Park District, 303 W. University Avenue, Urbana, IL 61801.

#### **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 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 hereto have hereunto set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered an original.

**Landlord:**

**COUNTY OF CHAMPAIGN, ILLINOIS**

**By:** \_\_\_\_\_  
**Darlene Kloeppel, Executive**  
**Champaign County Executive**

**Date:** \_\_\_\_\_

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

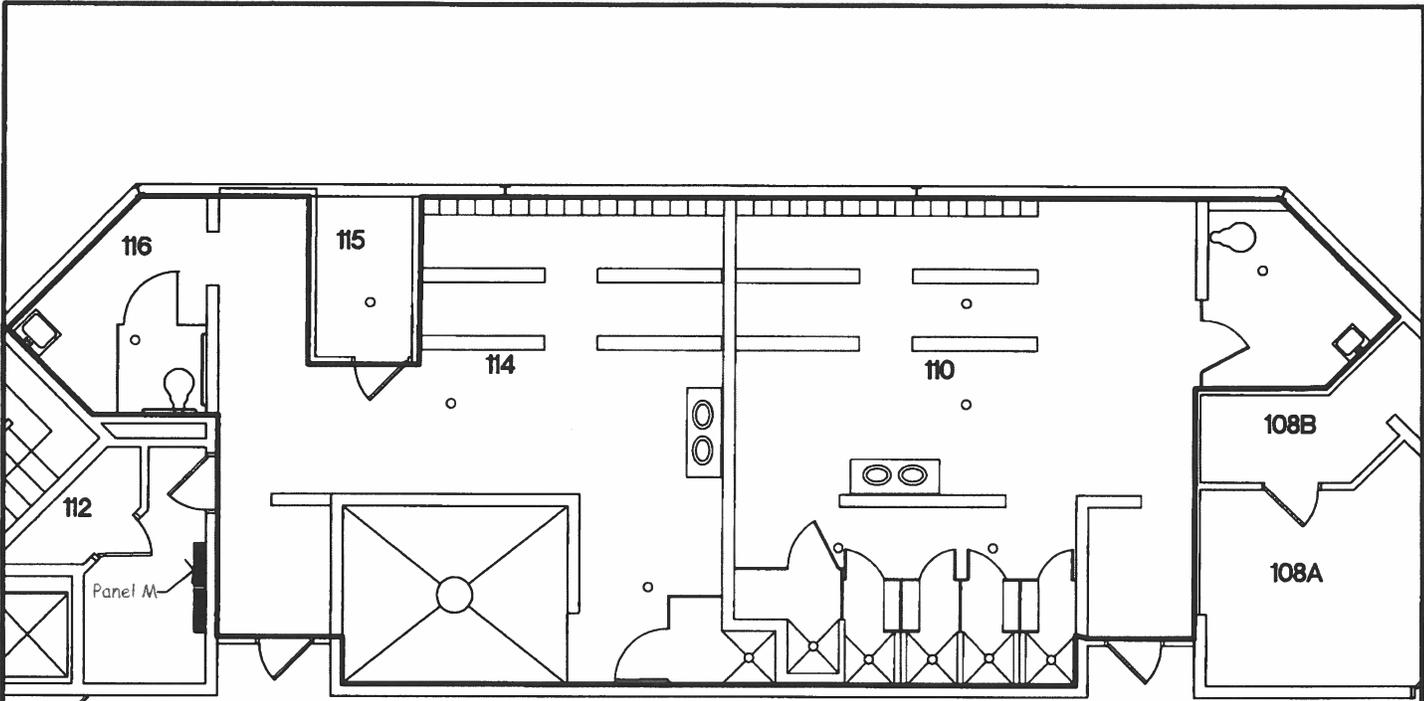
**Tenant:**

**Urbana Park District**

**By:** \_\_\_\_\_  
**Timothy Bartlett**  
**Executive Director**

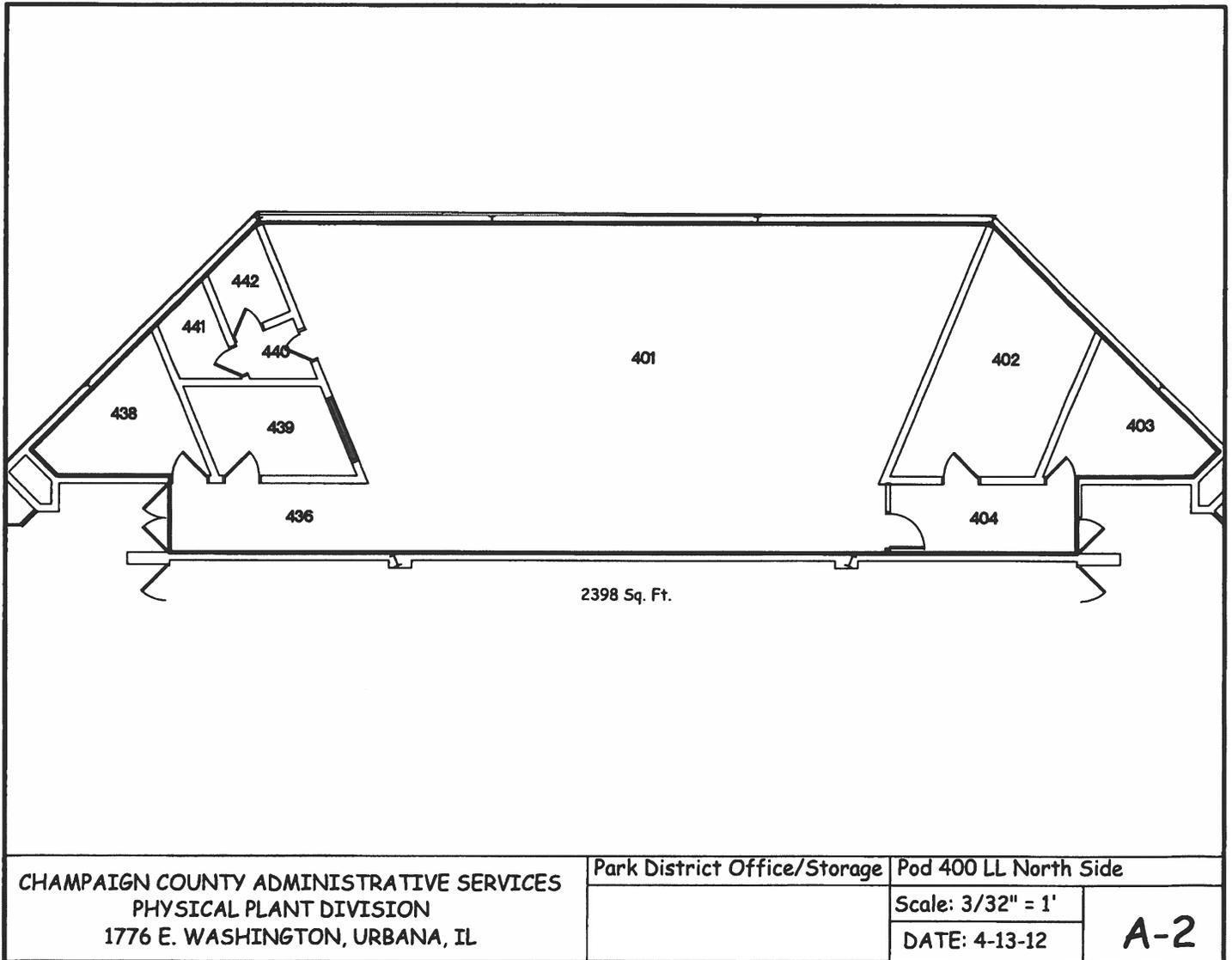
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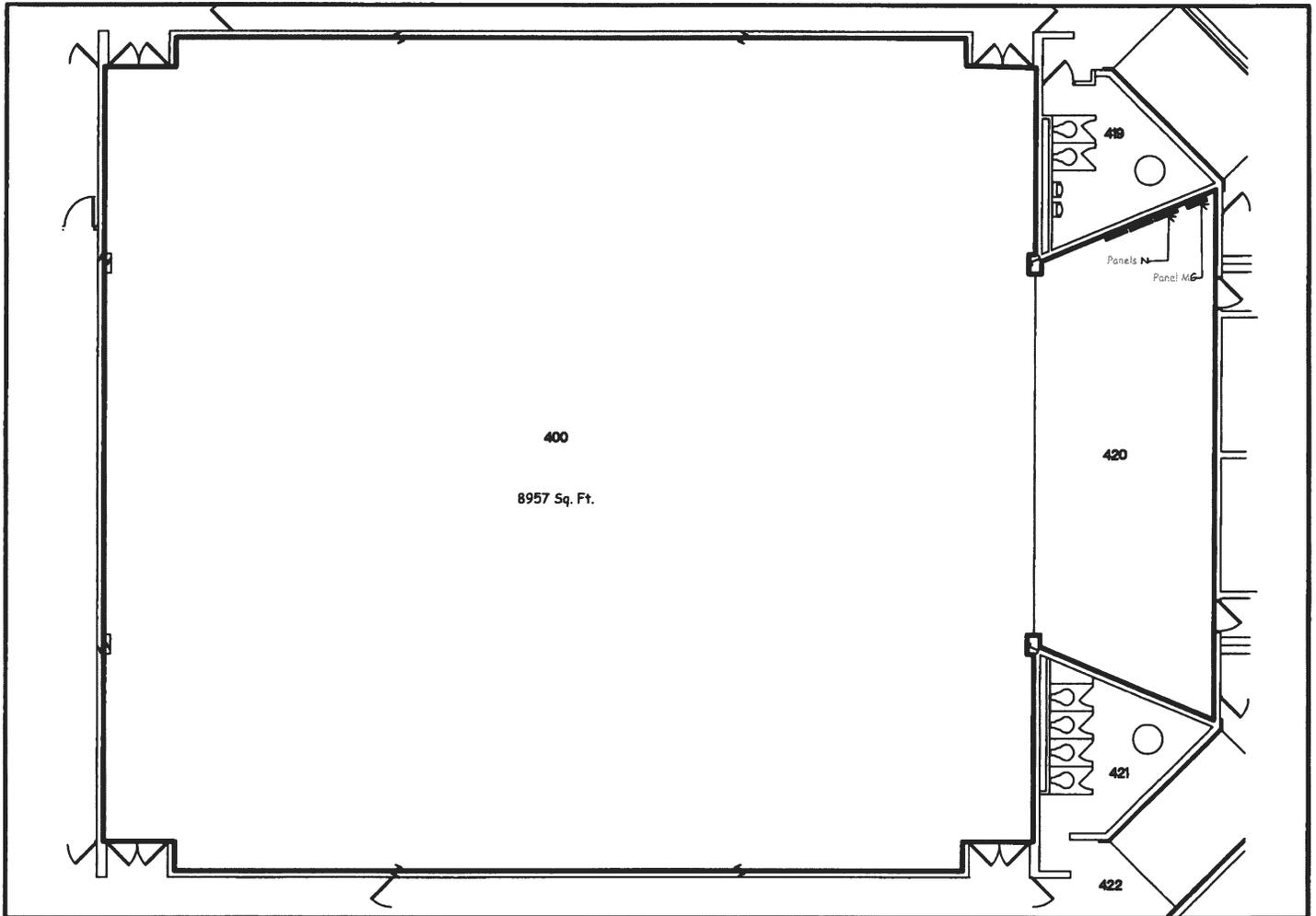
**ATTEST:** \_\_\_\_\_



1602 Sq. Ft.

CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES PHYSICAL PLANT DIVISION 1776 E. WASHINGTON, URBANA, IL	Park District Locker Rms.	Pod 400 LL East Side	<b>A-1</b>
		Scale: 1/8" = 1' DATE: 4-13-12	





CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES PHYSICAL PLANT DIVISION 1776 E. WASHINGTON, URBANA, IL	Park District Gym	Pod 400 Gym	<b>A-3</b>
		Scale: NTS DATE: 4-13-12	

EXISTING CHAMPAIGN CO. YOUTH DETENTION CENTER

236,530 sq ft

CHAMPAIGN COUNTY NURSING HOME

514005 sq ft

1905 OFFICE

Parking 5000

Parking 1000

932185 sq ft

Main Building

CHAMPAIGN COUNTY HUMANE SOCIETY

NEW CHAMPAIGN COUNTY YOUTH DETENTION CENTER

APPENDIX B



Indicates designated areas

CHAMPAIGN COUNTY JAIL

CHAMPAIGN COUNTY JAIL

Fields

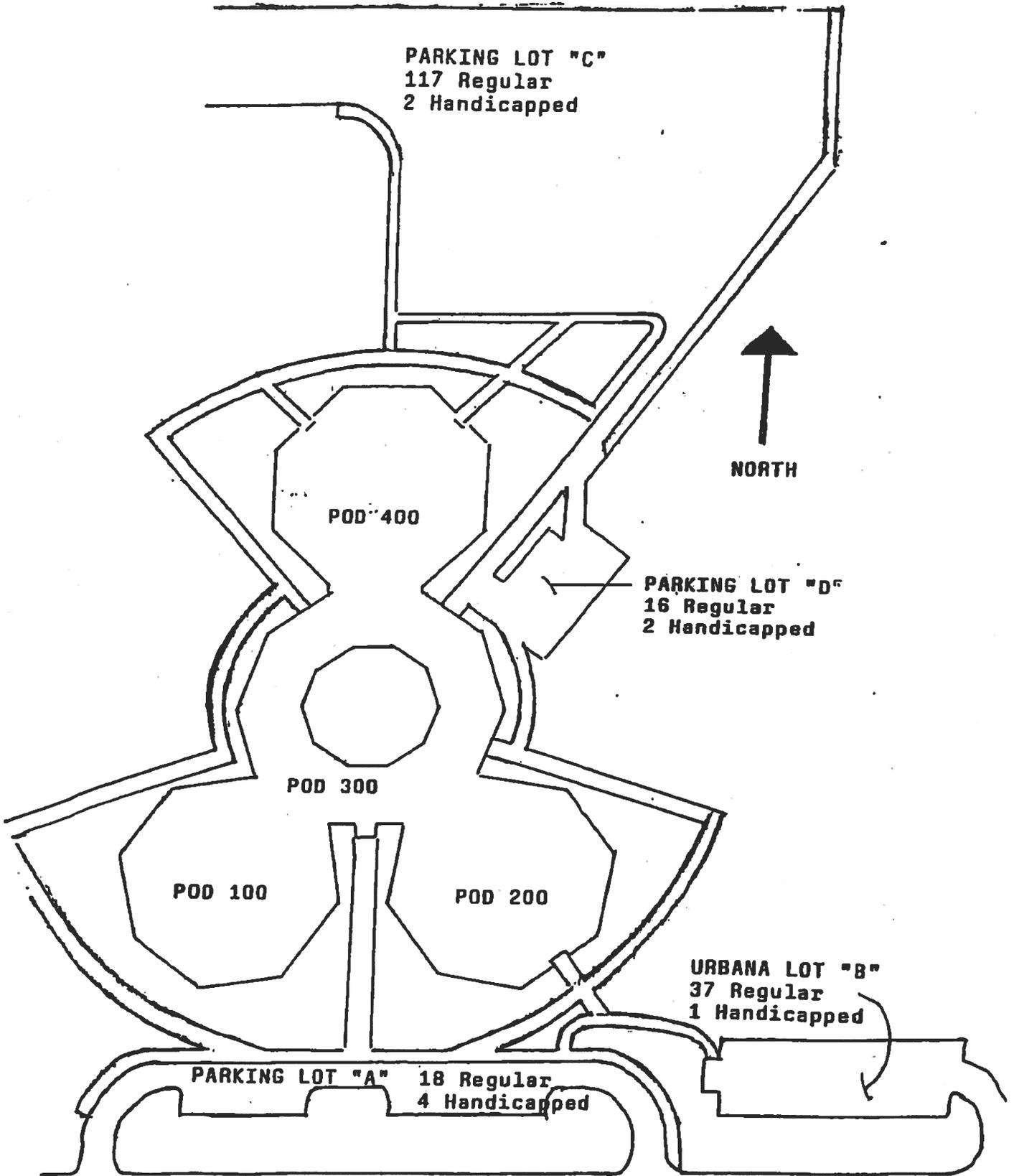
BROOKS ADMINISTRATION CENTER

145815 sq ft

871005 sq ft

726996 sq ft

APPENDIX C



Champaign County Administrative Services  
Physical Plant

RESOLUTION NO. 2021-158  
APPROVING SUBDIVISION CASE 205-21  
TRUMBULL SUBDIVISION

WHEREAS, the Champaign County Board has reviewed the Final Plat, subdivision application, and supporting documents for the Trumbull Subdivision, a Minor Subdivision located in Stanton Township, Champaign County, Illinois; and

WHEREAS, the Champaign County Board has considered the recommendation of the Environment and Land Use Committee and voted to approve the Final Plat of the Trumbull Subdivision, Case 205-21; and to grant the following waivers pursuant to Section 9.1 of the Champaign County Subdivision Regulations, namely:

1. Waive the requirement of paragraph 9.1.2 q. for not showing percolation data for both proposed lots on the face of the Final Plat.
2. Waive the requirement of paragraph 9.1.2 r. for certification of the proposed lot and soil characteristics for private septic disposal systems to be recorded on the Final Plat.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves Subdivision Case 205-21 Trumbull Subdivision, with the following waivers pursuant to Section 9.1 of the Champaign County Subdivision Regulations: 1) waive the requirement of paragraph 9.1.2 q. for not showing percolation data for both proposed lots on the face of the Final Plat, and 2) waive the requirement of paragraph 9.1.2 r. for certification of the proposed lot and soil characteristics for private septic disposal systems to be recorded on the Final Plat.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20th day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

ATTEST:

Approved:

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

\_\_\_\_\_  
Darlene A. Kloepfel, County Executive

Date:

**RESOLUTION NO. 2021-159**

**AUTHORIZING COUNTY EXECUTIVE SIGNATURE ON  
ANNUAL FACILITY INSPECTION REPORT  
REQUIRED FOR M.S.4. STORMWATER PERMIT WITH I.E.P.A.  
FOR PROGRAM YEAR APRIL 2020 THROUGH MARCH 2021**

WHEREAS, Champaign County was identified in 2003 as a county with a Municipal Separate Storm Sewer System (MS4) as part of the expanded Phase II of the National Pollutant Discharge Elimination System (NPDES) Storm Water Program under the Clean Water Act;

WHEREAS, Champaign County must maintain compliance with the MS4 requirements of the NPDES Storm Water Program by maintaining an updated Notice of Intent (NOI) on file with the Illinois Environmental Protection Agency (IEPA) at all times and by filing an Annual Update (Annual Facility Inspection Report) each year;

WHEREAS, Champaign County filed a NOI with IEPA in 2003 and that became NPDES Permit No. ILR 4000256;

WHEREAS, Champaign County filed an updated NOI with IEPA on May 30, 2019;

WHEREAS, the Annual Update (Annual Facility Inspection Report) for the program year 4/1/20 through 3/31/21 must be filed with the IEPA no later than June 1, 2021;

WHEREAS, the Champaign County Board believes it is for the best interests of the County and for the public good and welfare to maintain compliance with the MS4 requirements of the NPDES Storm Water Program as much as practicable;

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

1. The County Executive is hereby authorized to sign the attached Annual Update (Annual Facility Inspection Report).
2. The Champaign County Zoning Administrator is hereby directed to forward the signed Annual Update (Annual Facility Inspection Report) to the Illinois Environmental Protection Agency no later than May 31, 2021.

PRESENTED, PASSED, APPROVED, AND RECORDED this 20th day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board  
Champaign, Illinois

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

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_



# Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

## Division of Water Pollution Control ANNUAL FACILITY INSPECTION REPORT

### for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

*This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. Complete each section of this report.*

Report Period: From March, 31, 2020 To March, 31, 2021

Permit No. ILR40 00256

#### MS4 OPERATOR INFORMATION: (As it appears on the current permit)

Name: County of Champaign, Illinois Mailing Address 1: Brookens Administrative Center  
Mailing Address 2: 1776 East Washington Street County: Champaign  
City: Urbana State: IL Zip: 61802 Telephone: 217 384 3708  
Contact Person: John Hall, Director of Planning & Zoning Email Address: jhall@co.champaign.il.us  
(Person responsible for Annual Report)

#### Name(s) of governmental entity(ies) in which MS4 is located: (As it appears on the current permit)

Champaign County, Illinois

#### THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. Changes to best management practices (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

- |  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| 1. Public Education and Outreach             | <input type="checkbox"/> | 4. Construction Site Runoff Control       | <input type="checkbox"/> |
| 2. Public Participation/Involvement          | <input type="checkbox"/> | 5. Post-Construction Runoff Control       | <input type="checkbox"/> |
| 3. Illicit Discharge Detection & Elimination | <input type="checkbox"/> | 6. Pollution Prevention/Good Housekeeping | <input type="checkbox"/> |

B. Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C. Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D. Attach a summary of the storm water activities you plan to undertake during the next reporting cycle ( including an implementation schedule.)

E. Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F. Attach a list of construction projects that your entity has paid for during the reporting period.

**Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))**

\_\_\_\_\_  
Owner Signature:  
Darlene Kloeppel  
\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Date:  
Champaign County Executive  
\_\_\_\_\_  
Title:

EMAIL COMPLETED FORM TO: [epa.ms4annualinsp@illinois.gov](mailto:epa.ms4annualinsp@illinois.gov)

or Mail to: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
WATER POLLUTION CONTROL  
COMPLIANCE ASSURANCE SECTION #19  
1021 NORTH GRAND AVENUE EAST  
POST OFFICE BOX 19276  
SPRINGFIELD, ILLINOIS 62794-9276

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
ANNUAL FACILITY INSPECTION REPORT

April 1, 2021

N.P.D.E.S. PHASE II PERMIT FOR STORMWATER DISCHARGES

from

MUNICIPAL SEPARATE STORM SEWER SYSTEMS

**Champaign County, Illinois**  
**NPDES Permit No. ILR40 00256**

**REPORTING PERIOD:**

Year 2 is April 1, 2020 through March 31, 2021

**MS4 OPERATOR INFORMATION:**

County of Champaign, Illinois  
Brookens Administrative Center  
1776 East Washington Street  
Urbana, IL 61802  
Contact person: John Hall, Director of Planning and Zoning

**GOVERNMENTAL ENTITY IN WHICH MS4 IS LOCATED:**

Champaign County, Illinois

**INTRODUCTION**

Champaign County was identified as a small Municipal Separate Storm Sewer System (MS4) in March 2003 as part of the expanded Phase II of the National Pollutant Discharge Elimination System (NPDES) Storm Water Program.

Mandated by Congress under the Clean Water Act, the NPDES Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of storm water discharges which adversely affect the quality of our nation's waters. The Clean Water Act prohibits anybody from discharging pollutants through a point source into a water of the United States unless they have an NPDES permit. A point source is any discernible, confined and discrete conveyance, such as a pipe, ditch, channel, or container.

Phase II required small MS4s in urbanized areas to obtain NPDES permits and implement six minimum control measures by using selected best management practices (BMPs).

Urbanized areas are delineated by the Census Bureau and are defined as a central place or places and the adjacent densely settled surrounding area, that together have a residential population of at least 50,000 people and an overall population density of at least 500 people per square mile. Only about 10 square miles (about 1%) of the approximately 1,000 square miles that make up Champaign County are included in the urbanized area (see the attached map).

Champaign County is not a municipality but the regulatory definition of MS4 also includes any County owned roads with a drainage system. County Highway roadside ditches are currently the only point source discharges in the urbanized area maintained by Champaign County.

**Champaign County, Illinois**  
**MS4 ANNUAL FACILITY INSPECTION REPORT**  
REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21) APRIL 1, 2021

Champaign County must maintain compliance with the MS4 requirements of the NPDES Storm Water Program. MS4 compliance requires that an updated Notice of Intent (NOI) be on file at all times with the Illinois Environmental Protection Agency (IEPA). The NOI must explain which best management practices Champaign County will use to implement the six required minimum control measures. The six required minimum control measures are the following:

- **Public Education and Outreach.** Selected BMPs should educate the public on the various ways to reduce storm water pollution.
- **Public Participation and Involvement.** Selected BMPs should involve the public in developing, implementing, and reviewing MS4 best management practices.
- **Illicit Discharge Detection and Elimination.** Selected BMPs should identify improper discharges and spills to drainage systems and include enforcement mechanisms.
- **Construction Site Runoff Control.** Selected BMPs should enable construction site operators (builders and MS4s) to manage storm water runoff to reduce pollution.
- **Post-Construction Runoff Control.** Selected BMPs should enable property owners (developers and MS4s) to manage storm water runoff to reduce pollution from a site after construction activities have ended.
- **Pollution Prevention and Good Housekeeping.** Selected BMPs should enable the MS4 entity to minimize pollution from its own property and facilities by reducing pollution from streets, parking lots, open spaces and storage and vehicle maintenance areas and is discharged into local waterways or that results poor maintenance of storm sewer systems.

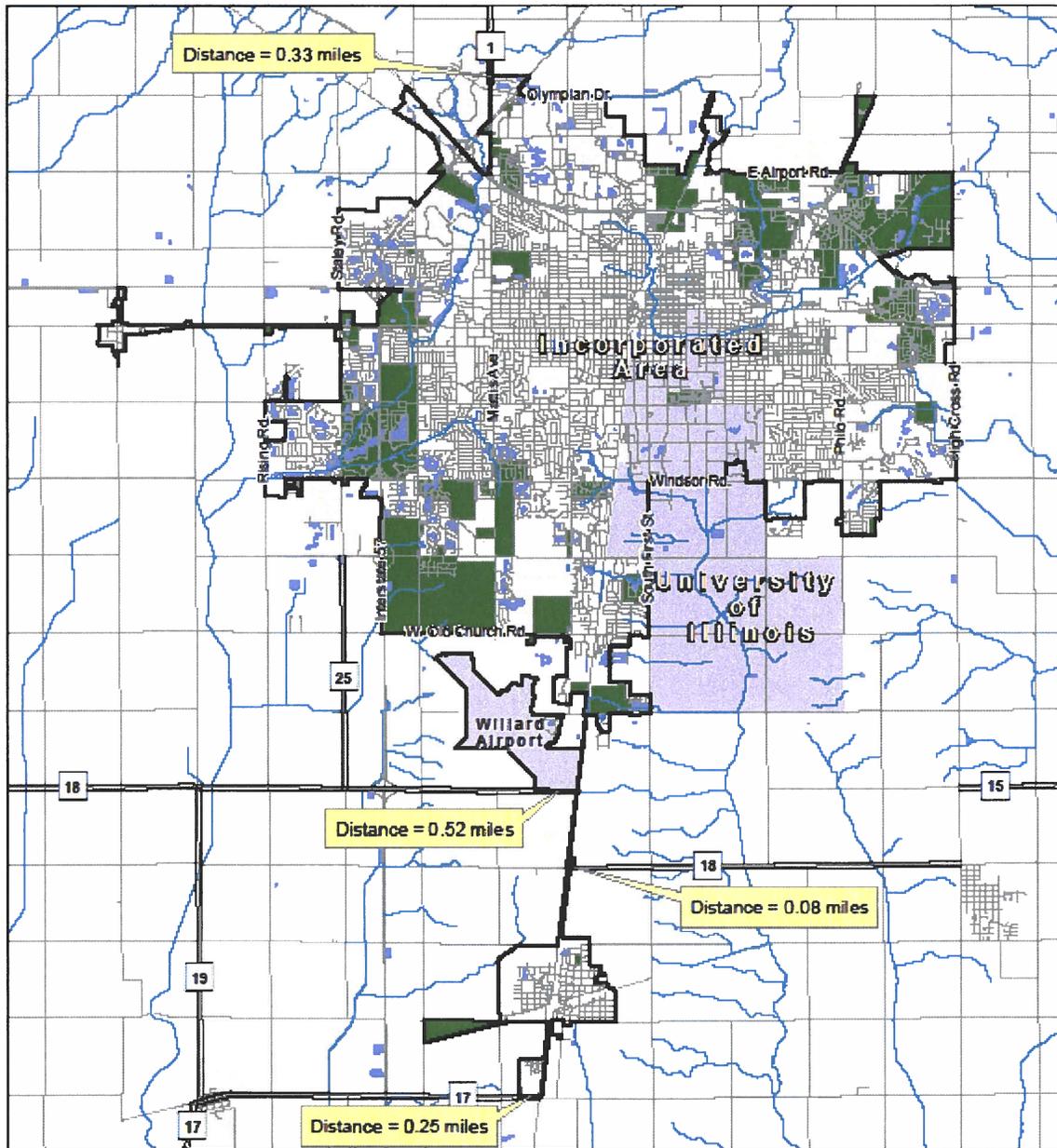
Champaign County has worked in cooperation with the other MS4s in the Champaign County Urbanized Area to share costs and expertise and common efforts to develop a regional consistency towards fulfilling the NPDES Phase II MS4 requirements.

Champaign County has sought to develop a plan suited to the MS4 requirements but also tailored to the abilities of an Illinois county. The NPDES Phase II MS4 requirements were included as a formal County land use policy in the Champaign County Land Resource Management Plan that was adopted in April 2010.

Champaign County filed a fourth NOI with IEPA to include the five-year period of April 1, 2019 to March 31, 2024. This document serves as the annual report for Year 1 activities.

**Champaign County, Illinois**  
**MS4 ANNUAL FACILITY INSPECTION REPORT**  
 REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21)

APRIL 1, 2021



**Champaign County MS4 Jurisdiction**

Urbanized Area based on the 2010 Census

This map shows the defined MS4 jurisdiction including 10.4 square miles of unincorporated County. Location and size of County stormwater facilities are noted (Ex: Distance = 0.25 miles).

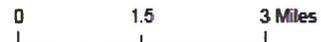
Corporate Limits updated 5/5/17

**MS4 Related Boundaries**

-  Urbanized Area 2010
-  Streets
-  County MS4 Area 2012



Map Created  
7/17/14



## **B.M.P. MONITORING AND ASSESSMENT PROGRAM**

Effective 3/1/16, each Small MS4 is required to implement a monitoring and assessment program to evaluate the effectiveness of selected best management practices (BMPs) at reducing pollutant loadings and water quality impacts. The monitoring and assessment program may include evaluation of BMPs and/or direct water quality monitoring, at the discretion of each Small MS4, but the program should be tailored to the size and characteristics of the Small MS4 and the relevant watershed.

### **Outfall/ Discharge Monitoring and Physical Stream Assessment**

The Champaign County Unincorporated MS4 will collaborate with the municipal MS4 jurisdictions in Champaign County in developing a monitoring and assessment program for the Champaign County Unincorporated MS4 that matches as closely as possible the municipal MS4 monitoring and assessment programs. Municipal MS4 agencies in the Champaign-Urbana Urbanized Area rely on a combination of outfall/discharge monitoring and assessment of physical/habitat characteristics such as stream bank erosion caused by storm water discharges.

Methods and practices used for the Champaign County Unincorporated MS4 Monitoring and Assessment program will be based on municipal MS4 practices and methods as much as possible and will be supplemented as necessary by practices described in the following documents:

- *Illicit Discharge Detection and Elimination A Guidance Manual for Program Development and Technical Assessments*, published by the Center for Watershed Protection and Robert Pitt, University of Alabama, October 2004.
- *UNIFIED STREAM ASSESSMENT: A USER'S MANUAL Version 2.0, Urban Subwatershed Restoration Manual No. 10*, published by the Center for Watershed Protection, February 2005.
- *Stream Visual Assessment Protocol*, published by the United States Department of Agriculture Natural Resources Conservation Service National Water and Climate Center, Technical Note 99-1, December 1998.

### **Justification**

The unincorporated Champaign County MS4 Area is highly interconnected with the municipal MS4 Area and using the same (or nearly the same) monitoring and assessment (M&A) methods to evaluate the effectiveness of storm water best management practices (BMPs) in the unincorporated MS4 Area may help minimize the overall costs of implementing and conducting the M&A program in the unincorporated MS4 Area; and should eliminate confusion that could otherwise result if a different approach were used than is used in the municipal MS4s; and may provide a more accurate overall understanding of the effectiveness of BMPS for the entire Champaign County urbanized area.

The *Unified Stream Assessment (USA)* is a continuous stream walk method that systematically evaluates stream conditions and that can be applied to both rural and urban streams. Staff can perform the USA with relatively minimal training. USA protocols should be adapted to meet agency needs and skills and to address regional stream conditions.

The USA includes specific protocols and model forms for documenting the assessments of Storm Water Outfalls and Severe Bank Erosion. The USA assessment for Storm Water Outfalls is very similar to the Outfall Reconnaissance Inventory (ORI) used in *Illicit Discharge Detection and Elimination*. Including ORI methods in the USA Storm Water Outfall assessments can improve the overall assessment of storm water outfalls and discharges.

**Champaign County, Illinois**  
**MS4 ANNUAL FACILITY INSPECTION REPORT**  
 REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21) APRIL 1, 2021

Severe bank erosion caused by storm water discharges can be accurately identified only after identifying the average erosion condition for that particular stream reach. The USA includes a Reach Level Assessment to characterize overall conditions within each reach of the stream. Guidance is included in the USA assessment of Severe Bank Erosion to help identify locations with more severe erosion. The *Stream Visual Assessment Protocol (SVAP)* also provides useful additional guidance for making the assessment of Severe Bank Erosion.

The USA protocols assume identification of uniform stream reaches. Stream reaches will be identified and mapped prior to actual field investigations. During the field investigation the various stream reaches will be identified using GIS locators. Standard worksheets will be completed for each reach for the entire length of stream in the MS4 Area. Streams (miles) to be assessed are as follows:

- Vermilion Watershed:
  - Saline Branch Drainage Ditch (3.2 miles)
- Upper Kaskaskia Watershed:
  - Copper Slough (1.6 miles)
  - Phinney Branch (1.1 miles)
- Upper Embarras Watershed
  - an unnamed tributary near Lake Park (.6 mile).

Gaining access to streams in the unincorporated MS4 Area will be a significant challenge because all the streams are on private property.

Annual monitoring is planned to occur during August through October. Annual monitoring will note the conditions for the current year and identify changes from previous years. The results will be reported in the Annual Update.

Follow up investigations may be necessary based on observed changes.

Outfalls were identified per the IEPA 4/22/16 Acceptance of Response to Noncompliance Advisory Letter.

**SELF-ASSESSMENT OF PERMIT COMPLIANCE**

Tables 1 through 6 summarize Champaign County Unincorporated MS4 Storm Water Program activities from April 1, 2020 through March 31, 2021. Table 7 identifies BMPs that were started and still in progress and Table 8 identifies BMPs still pending.

**Table 1: Public Education and Outreach Activities 4/1/20 – 3/31/21**

BMP ID	Activities
A.1.1. - Flyers and information sheets at permit counter.	Handouts are displayed and available at Planning and Zoning permit counter.
A.2.1. - Inform business groups about MS4, NPDES, and BMPs.	No requests for presentations about MS4, NPDES and BMPs were made from business groups.
A.2.2. - Inform developer, contractor, engineering, and architecture groups about MS4, NPDES, and BMPs.	No requests for presentations about MS4, NPDES and BMPs were made from business groups.
A.2.3. - Inform environmental groups about MS4, NPDES, and BMPs.	No requests for presentations about MS4, NPDES and BMPs were made from environmental groups.
A.6.1. - Educational and informational material on web page.	The MS4 Annual Facility Inspection Report was posted to the County website and to the collaborative MS4 website the Champaign County Stormwater Partnership ( <a href="http://www.ccstormwater.org">www.ccstormwater.org</a> ).

**Table 2: Public Participation and Involvement Activities 4/1/20 – 3/31/21**

**Champaign County, Illinois**  
**MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21)**

APRIL 1, 2021

BMP ID	Activities
B.4.1. - Comply with applicable state and local public notice requirements.	All public hearings and meetings are noticed as required by state law and local ordinances and policies.
B.6.1. - Intergovernmental Storm Water Management group meetings (coordination meeting for all Champaign County MS4 jurisdictions).	During the program year County staff attended and participated in meetings with other MS4 jurisdictions on 6/9/20; 9/8/20; and 3/9/21. Champaign County staff missed the meeting held on 12/8/20.
B.6.2. - Prepare a storm water survey that can be used annually to capture public comment on the MS4 Storm Water Program.	The MS4 Storm Water Survey is on the County website at <a href="https://docs.google.com/forms/d/e/1FAIpQLSd5hbzMASGpKgPWU3kr8gmQJ-w0ZorXoCFWUUddjbMyI8P3Mg/viewform?c=0&amp;w=1">https://docs.google.com/forms/d/e/1FAIpQLSd5hbzMASGpKgPWU3kr8gmQJ-w0ZorXoCFWUUddjbMyI8P3Mg/viewform?c=0&amp;w=1</a>
B.6.3. - Hold Annual Public Storm Water Meeting at the Champaign County Board's Environment and Land Use Committee (ELUC) Meeting to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program.	There was no Annual Public Storm Water Meeting at the Champaign County Board's Environment and Land Use Committee (ELUC) in 2020 due to the inconvenience of holding meeting remotely due to the COVID pandemic.
B.6.4. - Identify Environmental Justice areas within the Unincorporated Champaign County MS4 Area and provide appropriate public participation.	In April 2020 a random sample survey of the EJ population was conducted using the Champaign County Unincorporated MS4 Area Storm Water Survey with a postage-paid reply envelope. The results of that survey will be reviewed at the May 6, 2021 meeting of the Champaign County Board's Environment and Land Use Committee (ELUC) and will be reported in the Annual Facility Inspection Report for Year 2.
B.7.1. – Fund aspects of NPDES MS4 implementation in the County's Land Resource Management Plan implementation budget including public involvement when appropriate.	Funding for MS4 projects were included in the Work Plan for 2021.

**Table 3: Illicit Discharge Detection and Elimination Activities 4/1/20 – 3/31/21**

BMP ID	Activities
C.1.1. - Map drainage system outfalls into streams and rivers.	The up to date storm sewer system map for the unincorporated Champaign County MS4 Area is mapped to 100% completion including the storm sewer system map for County Highways outside the MS4 Area.
C.3.1. - Establish and maintain citizen complaint phone line for illegal dumping and illicit discharges into drainage systems.	The Department of Planning and Zoning phone line is maintained for citizen complaints regarding illegal dumping and illicit discharges.
C.3.2. - Establish citizen complaint phone line for non-complying and/or non-functioning private sewage treatment systems.	The Department of Planning and Zoning phone line is maintained for citizen complaints regarding non-complying and/or non-functioning private sewage treatment systems.
C.6.1. - Annual Report to the Environment and Land Use Committee (ELUC) of the Champaign County Board.	The MS4 Annual Report was prepared and presented to the Environment and Land Use Committee (ELUC) on May 7, 2020. and approved by the Champaign County Board on May 21, 2020.

**Table 4: Construction Site Runoff Control Activities 4/1/20 – 3/31/21**

BMP ID	Activities
D.1.1. - Soil erosion and sediment control regulations.	Soil erosion and sediment control regulations in the Champaign County Storm Water Management and Erosion Control Ordinance were enforced for all Land Disturbance Erosion Control (LDEC) Permits.
D.2.1. - Erosion and sediment control BMPs.	All Land Disturbance Erosion Control (LDEC) Permits were reviewed for use of appropriate BMPs.

**Champaign County, Illinois**  
**MS4 ANNUAL FACILITY INSPECTION REPORT**  
 REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21) APRIL 1, 2021

D.4.1. - Develop processes and procedures to evaluate proposed construction site runoff mechanisms.	Procedures to evaluate proposed construction site runoff mechanisms are refined in the review of LDEC Permits.
D.4.2. - Training class or workshop for evaluating and inspecting construction site runoff control mechanisms.	No training occurred in Year 2.
D.6.1. - Develop procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.	Procedures were refined as more experience was gained in the review of LDEC Permits.

**Table 5: Post-Construction Runoff Control Activities 4/1/20 – 3/31/21**

BMP ID	Activities
E.3.3. - Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training.	No training occurred in Year 2.
E.4.1. - Training class or workshop for evaluating and inspecting construction site runoff control mechanisms (post-construction).	No training occurred in Year 2.

**Table 6: Pollution Prevention / Good Housekeeping Activities 4/1/20 – 3/31/21**

BMP ID	Activities
F.1.2. - Spill Response Protocol.	The Champaign County Emergency Management Agency (CCEMA) conducted or participated in the following training in the program year: October 20, 2020: University of Illinois Spill Drill functional exercise; January 28, 2021: Coordinated Response Training (CoRE) with Paradigm Liaison Service (pipeline); Coordinated the quarterly Local Emergency Planning Committee (LPEC) meetings; Monthly meetings of the International Association of Fire Chiefs Community Safety-Emergency Planning, Response, and Outreach (CS-EPRO) Technical Advisory Group Meeting Community Safety Grant to promote LPEC and hazmat training.
F.1.3. - Hazardous material and storage management training.	All relevant hazardous materials storage and handling reviewed with Facilities Director.

**Table 7: BMPs in Progress**

BMP ID	Status
C.2.1. - Prohibit illegal dumping and illicit discharges into drainage system through Nuisance Ordinance.	Preliminary Ordinance language has been drafted regarding illegal dumping and illicit discharges into drainage systems but was not adopted in the program year.
C.3.3. - Create a database of existing private sewage treatment systems and develop management plan to bring non-compliant systems into compliance.	Records of private sewage treatment systems obtained from Public Health Department, GIS database is under development.

**Champaign County, Illinois**  
**MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21)** **APRIL 1, 2021**

D.3.1. - Prohibit illegal dumping and illicit discharges into storm drainage system from construction activities.	The Storm Water Management and Erosion Control Ordinance includes a prohibition of illegal dumping and illicit discharges from construction activities. Preliminary Nuisance Ordinance language has been drafted regarding illegal dumping and illicit discharges into drainage systems but has not yet been adopted.
E.3.1. - Develop procedures to ensure that storm water management facilities are maintained to function as designed (post-construction).	The Storm Water Management and Erosion Control Ordinance requires ongoing maintenance of storm water management facilities.
E.5.1. - Develop procedures and processes to inspect construction sites for compliance with post-construction runoff control mechanisms.	The Storm Water Management and Erosion Control Ordinance requires “as-built” documentation.

**Table 8: BMPs Pending**

BMP ID	Explanation of Pending Status
E.1.1. - Implement a public education program about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from privately-owned developed property.	The BMP was not completed in the program year.
E.1.2. - Implement a public education program about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.	The BMP was not completed in the program year.
E.2.1. - Require annual inspections of publicly owned storm water management facilities (post-construction).	Expected to be included in the SWPPP that was supposed to be completed in 2021 but has not yet been completed.
F.1.1. - Spill prevention protocol.	Undetermined due to lack of coordination within County Departments. Expected to be established with the development of the SWPPP.
F.2.1. - Prepare a Storm Water Pollution Prevention Plan (SWPPP) for County owned facilities.	Expected to be included in the SWPPP that was supposed to be completed in 2021 but has not yet been completed.

**CHANGES TO BEST MANAGEMENT PRACTICES**

Attachment A summarizes that there were no proposed changes to the BMPs during the reporting year.

**STATUS OF COMPLIANCE**

Attachment B reviews the status of compliance for all BMPs.

**INFORMATION COLLECTED AND ANALYZED IN YEAR 2**

Attachment C summarizes that there were no observations or reports made or received during the reporting year.

**STORMWATER PROGRAM ACTIVITIES PROPOSED FOR NEXT PROGRAM YEAR APRIL 1, 2021 – MARCH 31, 2022**

The activities proposed for next Program Year April 1, 2021 – March 31, 2022 are summarized in Attachment D.

**RELIANCE ON OTHER GOVERNMENTAL ENTITY**

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Champaign County does and will continue to participate in and share resources with the Cooperative MS4 Group; however, it does not rely on another governmental entity to satisfy its permit obligations.

**YEAR 2 CONSTRUCTION PROJECTS**

Champaign County construction projects may be authorized under the Facilities Department or the Highway Department.

Projects and details of Highway Construction Projects are provided in Table 9.

**ATTACHMENTS**

- A Changes to Best Management Practices
- B Status of Compliance with N.P.D.E.S. Permit Conditions for Year 2
- C Information Collected for Year 2
- D Proposed NPDES Permit Activities for next Program Year April 1, 2021 - March 31, 2022
- E Champaign County Unincorporated MS4 Area Storm Water Survey Results March 31, 2021
- F Champaign County Unincorporated MS4 Area Environmental Justice Areas January 1, 2020

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**Table 9: Highway Construction Projects<sup>1</sup> from April 1, 2020 through March 31, 2021**

Section Number	Road District	Project Type	Area of Disturbance	Status
15-00028-00-BR	Champaign County C.H. 16	Bridge Replacement	<1 acre	Expected completion in 2018 (Completed)
15-21440-00-SP	Raymond Twp.	Railroad Crossing	<1 acre	Completed
16-00443-00-RS	Champaign County	C.I.R. Foamed Asphalt	<1 acre	Expected completion in 2018 (Completed)
16-00444-00-SP	Champaign County	Guardrail Replacement	>1 acre	Expected completion in 2019 (Completed)
17-00445-00-RS	Champaign County C.H. 13	H.I.R.	<1 acre	Expected completion in 2018 (Completed)
17-00446-00SW	Champaign County	Sidewalk install	<1 acre	2018 (Completed)
17-00041-00-BR, 17-00042-00-BR	Champaign County	Bridge Replacement	<1 acre	Expected completion in 2018 (Completed)
17-16043-00-BR	Newcomb Twp.	Bridge Replacement	<1 acre	Expected completion in 2018 (Completed)
18-00447-00-SP	Champaign County	Stop Sign Installation	>1 acre	Expected completion in 2018 (Completed)
18-00448-00-RS	Champaign County Staley Road	H.I.R.	<1 acre	Expected completion in 2018 (Completed)
18-03000-00-RS	Champaign Twp.	H.I.R.	<1 acre	Expected completion in 2018 (Completed)
18-00449-00-RS	Champaign County C.H. 19	Culvert Replacement	<1 acre	Expected completion in 2019 (Completed)
18-30001-00-SS	Urbana Twp.	Storm Sewer	<1 acre	Expected completion in 2018 (Completed)
18-30002-00-RS	Urbana Twp.	Resurfacing Pavement	None	Expected completion in 2018 (Completed)
18-27001-00-RS	St. Joseph Twp.	Resurfacing Pavement	None	Expected completion in 2018 (Completed)
18-30449-00-RS	Champaign County C.H. 9	Resurfacing Pavement	>1 acre	Expected completion in 2019 (Completed)
18-00060-00-BR	Champaign County C.H. 18	Bridge Replacement	<1 acre	Expected completion in 2019 (Completed)
18-00061-00-BR	Champaign County C.H. 17	Bridge Replacement	<1 acre	Expected completion in 2019 (Completed)
18-00062-00-BR	Champaign County C.H. 15	Bridge Replacement	<1 acre	Expected completion in 2019 (Completed)
18-00065-00-BR	Champaign County C.H. 9	Bridge Replacement	<1 acre	Expected completion in 2019 (Completed)
14-00438-00-RS	Champaign County C.H. 23	Resurfacing Pavement	>1 acre	Expected completion in 2018 (Completed)
19-23000-00-RS	St. Joseph Twp.	Resurfacing Pavement	None	Expected completion in 2019 (Completed)
18-15063-00-BR	Mahomet Twp.	Bridge Replacement	<1 acre	Expected completion in 2020
18-00451-00-SP	Champaign County C.H. 15	Resurfacing Pavement	<1 acre	Expected completion in 2021

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**Table 9: Highway Construction Projects<sup>1</sup> from April 1, 2020 through March 31, 2021**

Section Number	Road District	Project Type	Area of Disturbance	Status
18-02064-00-BR	Brown Township	Culvert Replacement	<1 acre	Expected completion in 2018 (Completed)
19-07066-00-BR	Condit Township	Culvert Replacement	<1 acre	Expected completion in 2019 (Completed)
19-01067-00-BR, 19-01068-00-BR, 19-01069-00-BR, 19-01070-00-BR	Ayers Township	Bridge Repair	<1 acre	Expected completion in 2019 (Completed)
19-25071-00-BR	Somer Township	Culvert Replacement	<1 acre	Expected completion in 2019 (Completed)
19-20072-00-BR	Rantoul Township	Culvert Replacement	<1 acre	Expected completion in 2019 (Completed)
19-21073-00-BR	Raymond Township	Culvert Replacement	<1 acre	Expected completion in 2019 (Completed)
19-00074-00-BR, 19-00075-00-BR	Champaign County	Bridge Repair	<1 acre	Expected completion in 2019 (Completed)
19-06076-00-BR	Compromise Township	Culvert Replacement	<1 acre	Expected completion in 2019 (Completed)
19-00077-00-BR	Champaign County C.H. 13	Bridge Replacement	<1 acre	Expected completion in 2019 (Completed)
19-13078-00-BR	Kerr Township	Culvert Replacement	<1 acre	Expected completion in 2019 (Completed)
19-27079-00-BR	St. Joseph Township	Bridge Repair	<1 acre	Expected completion in 2019 (Completed)
19-00080-00-BR	Champaign County C.H. 11	Bridge Replacement	<1 acre	Expected completion in 2019 (Completed)
19-29081-00-BR	Tolono Township	Bridge Replacement	<1 acre	Expected completion in 2019 (Completed)
19-11082-00-BR, 19-11083-00-BR	Harwood Township	Culvert Replacement	<1 acre	Expected completion in 2019 (Completed)
20-01084-00-BR	Ayers Township	Culvert Replacement	<1 acre	Expected completion in 2019 (Completed)
20-25085-00-BR	Somer Township	Culvert Replacement	<1 acre	Expected completion in 2020 (3 locations; Completed)
20-00086-00-BR	Champaign County C.H. 32	Bridge Replacement	<1 acre	Expected completion in 2022 (Completed)
20-000-87-00-BR	Champaign County	Bridge Repair	<1 acre	Expected completion in 2020 (Completed)
20-22088-00-BR, 20-22089-00-BR	Sadorus Township	Bridge Repair	<1 acre	Expected completion in 2020 (Completed)
20-28090-00-BR	Stanton Township	Culvert Replacement	<1 acre	Expected completion in 2020 (Completed)
20-05091-00-BR, 20-05092-00-BR	Colfax Township	Bridge Repair	<1 acre	Expected completion in 2020 (Completed)
20-06093-00-BR	Compromise Township	Culvert Replacement	<1 acre	Expected completion in 2020 (Completed)

**Champaign County, Illinois**  
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APRIL 1, 2021

**Table 9: Highway Construction Projects<sup>1</sup> from April 1, 2020 through March 31, 2021**

Section Number	Road District	Project Type	Area of Disturbance	Status
20-08094-00-BR	Crittenden Township	Culvert Replacement	<1 acre	Expected completion in 2020 (Completed)
20-06095-00-BR	Compromise Township	Bridge Replacement	<1 acre	Expected completion in 2021 (Completed)
20-25096-00-BR	Somer Twp.	Culvert Replacement	<1 acre	Expected completion in 2020 (Completed)
20-10097-00-BR	East Bend Twp.	Culvert Replacement	<1 acre	Expected completion in 2021
20-16098-00-BR	Newcomb Twp.	Culvert Replacement	<1 acre	Expected completion in 2021
20-17099-00-BR	Ogden Twp.	Culvert Replacement	<1 acre	Expected completion in 2021 (Completed)
20-24100-00-BR	Sidney Twp.	Culvert Replacement	<1 acre	Expected completion in 2020 (Completed)
20-21101-00-BR	Raymond Twp.	Culvert Replacement	<1 acre	Expected completion in 2020 (Completed)
20-00102-00-BR	Champaign County	Bridge Rehab	<1 acre	Expected completion in 2021
20-19103-00-BR	Philo Twp.	Culvert Replacement	<1 acre	Expected completion in 2021
20-12104-00-BR	Hensley Twp.	Culvert Replacement	<1 acre	Expected completion in 2021
20-08105-00-BR	Crittenden Twp.	Culvert Replacement	<1 acre	Expected completion in 2021
21-22106-00-BR	Sadorus Twp.	Bridge Repair	<1 acre	Expected completion in 2021
21-22107-00-BR	Sadorus Twp.	Bridge Repair	<1 acre	Expected completion in 2021
20-11108-00-BR	Harwood Twp.	Culvert Replacement	<1 acre	Expected completion in 2021
20-25109-00-BR	Somer Twp.	Culvert Replacement	<1 acre	Expected completion in 2021
20-18110-00-BR	Village of Pesotum	Bridge Replacement	<1 acre	Expected completion in 2022
19-00452-00-SP	Somer Twp.	RR Xing Rehab	<1 acre	Expected completion in 2022
20-00453-00-RS	Champaign County	Resurfacing/Widening	<1 acre	Expected completion in 2021
20-00455-00-RS	Champaign County	Resurfacing/Widening	<1 acre	Expected completion in 2022

**NOTES**

1. All construction projects during this period were roadway projects.

**Attachment A. Changes to Best Management Practices**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21)      APRIL 1, 2021      P. 1 of 1

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There were no proposed changes to the BMPs between April 1, 2020 and March 31, 2021.

**Attachment B. Status of Compliance with N.P.D.E.S. Permit Conditions for Year 2**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
 REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21) APRIL 1, 2021

BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 2 Milestone	Description of Activities
1	A.1.1 Flyers and information sheets at permit counter.	<i>COMPLETE</i>	Develop and distribute one new educational material handout.	Distribute handout.	Handouts are displayed and available at the service counter.
2	A.2.1 Inform business groups about MS4, NPDES, and BMPs.	<i>COMPLETE</i>	Conduct one presentation per year upon request.	Conduct one presentation upon request.	No requests for presentations about MS4, NPDES and BMPs were made from business groups.
3	A.2.2 Inform developer, contractor, engineering, and architecture groups about MS4, NPDES, and BMPs.	<i>COMPLETE</i>	Conduct one presentation per year upon request.	Conduct one presentation upon request.	No requests for presentations about MS4, NPDES and BMPs were made from developer, contractor, engineering, and architecture groups.
4	A.2.3 Inform environmental groups about MS4, NPDES, and BMPs.	<i>COMPLETE</i>	Conduct one presentation per year upon request.	Conduct one presentation upon request.	No requests for presentations about MS4, NPDES and BMPs were made from environmental groups.
6	A.6.1 Educational and informational material on web page.	<i>COMPLETE</i>	Develop web page with annual updates on informational and educational materials.	Update web page.	The MS4 Annual Facility Inspection Report was posted to the County website and to the collaborative MS4 website the Champaign County Stormwater Partnership ( <a href="http://www.ccstormwater.org">www.ccstormwater.org</a> ).
7	B.4.1 Comply with applicable state and local public notice requirements.	<i>COMPLETE</i>	Annual number of meetings with MS4 related topics. Maintain electronic records of notices, agendas, and public participation.	Provide notice of MS4 related meetings and provide opportunity for public input.	All public hearings and meetings are noticed as required by state law and local ordinances and policies.
8	B.6.1 Intergovernmental Storm Water Management group meetings (coordination meeting for all Champaign County MS4 jurisdictions).	<i>COMPLETE</i>	Hold at least 4 coordination meetings each year.	Attend meetings.	During the program year County staff attended and participated in meetings with other MS4 jurisdictions on 6/9/20; 9/8/20; and 3/9/21. Champaign County staff missed the meeting held on 12/8/20.

**Attachment B. Status of Compliance with N.P.D.E.S. Permit Conditions for Year 2**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
 REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21) APRIL 1, 2021

BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 2 Milestone	Description of Activities
9	<b>B.6.2</b> Prepare a storm water survey that can be used annually to capture public comment on the MS4 Storm Water Program.	<i>COMPLETE</i>	Conduct the annual MS4 Storm Water Survey on the County website.	Make the MS4 Area Storm Water Survey available on the County website.	The MS4 Storm Water Survey is on the County website at <a href="https://docs.google.com/forms/d/e/1FAIpQLSd5hbzMASGpKgPWU3kr8gmQJ-w0ZorXoCFWUUddjbMyI8P3Mg/viewform?c=0&amp;w=1">https://docs.google.com/forms/d/e/1FAIpQLSd5hbzMASGpKgPWU3kr8gmQJ-w0ZorXoCFWUUddjbMyI8P3Mg/viewform?c=0&amp;w=1</a>
10	<b>B.6.3</b> Hold Annual Public Storm Water Meeting at the Champaign County Board's Environment and Land Use Committee (ELUC) to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program.	<i>INCOMPLETE</i>	Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at one ELUC Meeting each year.	Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at the May ELUC meeting.	There was no Annual Public Storm Water Meeting at the Champaign County Board's Environment and Land Use Committee (ELUC) in 2020 due to the inconvenience of holding meeting remotely due to the COVID pandemic.
11	<b>B.6.4</b> Identify Environmental Justice areas within the Unincorporated Champaign County MS4 Area and provide appropriate public participation.	<i>COMPLETE</i>	Identify Environmental Justice (EJ) areas within the Unincorporated Champaign County MS4 Area based on most current state economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes. Review annual survey results at the Annual Public Storm Water Meeting at the Champaign County Board's Environment and Land Use Committee (ELUC).	Identify Environmental Justice (EJ) areas within the Unincorporated Champaign County MS4 Area based on most current state economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes and review annual survey results at the Annual Public Storm Water Meeting the Champaign County Board's Environment and Land Use Committee (ELUC).	In April 2020 a random sample survey of the EJ population was conducted using the Champaign County Unincorporated MS4 Area Storm Water Survey with a postage-paid reply envelope. The results of that survey will be reviewed at the May 6, 2021 meeting of the Champaign County Board's Environment and Land Use Committee (ELUC) and reported in the Annual Facility Inspection Report for next Program Year 4/1/20- 3/31/21.

**Attachment B. Status of Compliance with N.P.D.E.S. Permit Conditions for Year 2**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
 REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21) APRIL 1, 2021

BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 2 Milestone	Description of Activities
12	<b>B.7.1</b> Fund aspects of NPDES MS4 implementation in the County's Land Resource Management Plan implementation budget including public involvement when appropriate.	<i>COMPLETE</i>	Include NPDES MS4 requirements in the County's Land Resource Management Plan and include in annual long-range work plan as required.	Include MS4 in work plan for FY21.	Funding for MS4 projects were included in the Work Plan for 2021.
13	<b>C.1.1</b> Map drainage system outfalls into streams and rivers.	<i>COMPLETED</i>	Complete a system wide updated every three years.	Update Champaign County Unincorporated MS4 Area storm sewer system map as new information becomes available.	The up to date storm sewer system map for the unincorporated Champaign County MS4 Area is mapped to 100% completion including the storm sewer system map for County Highways outside the MS4 Area.
14	<b>C.2.1</b> Prohibit illegal dumping and illicit discharges into drainage system through Nuisance Ordinance.	<i>IN PROGRESS</i>	Review existing Nuisance Ordinance and revise to include illegal dumping and illicit discharges into drainage systems.	Enforce amended Nuisance Ordinance	None. Preliminary Ordinance language regarding illegal dumping and illicit discharges into drainage systems had been previously drafted but has not yet been adopted.
15	<b>C.3.1</b> Establish and maintain citizen complaint phone line for illegal dumping and illicit discharge into drainage systems.	<i>COMPLETE</i>	Maintain phone line.	Maintain complaint phone line and record of complaints.	The Department of Planning and Zoning phone line is maintained for citizen complaints regarding illegal dumping and illicit discharges.
16	<b>C.3.2</b> Establish citizen complaint phone line for non-complying and/or non-functioning private sewage treatment systems.	<i>COMPLETE</i>	Develop and maintain phone line.	Maintain complaint phone line and record of complaints.	The Department of Planning and Zoning phone line is maintained for citizen complaints regarding non-complying and/or non-functioning private sewage treatment systems.

**Attachment B. Status of Compliance with N.P.D.E.S. Permit Conditions for Year 2**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
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	BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 2 Milestone	Description of Activities
17	<b>C.3.3</b>	Create a database of existing private sewage treatment systems and develop a management plan to bring non-compliant systems into compliance.	<i>IN PROGRESS</i>	Create database and develop, adopt, and implement management plan.	Create database and develop management plan.	Records of private sewage treatment systems obtained from Public Health Department; GIS database is under development.
18	<b>C.6.1</b>	Annual Report to the Environment and Land Use Committee (ELUC) of the Champaign County Board.	<i>COMPLETE</i>	Present Annual Report and place on file.	Complete Annual Report and place on file.	The MS4 Annual Report was prepared and presented to the Environment and Land Use Committee (ELUC) on May 7, 2020 and approved by the Champaign County Board on May 21, 2020.
19	<b>D.1.1</b>	Soil erosion and sediment control regulations.	<i>COMPLETE</i>	Review existing erosion and sediment control regulations. Prepare draft regulations for County Board adoption and enforce adopted regulations.	Enforce soil erosion and sediment control ordinance (Storm Water Management and Erosion Control Ordinance).	Soil erosion and sediment control regulations in the Champaign County Storm Water Management and Erosion Control Ordinance were enforced for all Land Disturbance Erosion Control (LDEC) Permits.
20	<b>D.2.1</b>	Erosion and sediment control BMPs.	<i>COMPLETE</i>	Review and evaluate existing BMPs to determine which should be included in the erosion and sediment control ordinance. Review existing regulations and develop new regulations for ordinance.	Review plans and development for appropriate use of BMPs as required by adopted ordinance (Storm Water Management and Erosion Control Ordinance).	All Land Disturbance Erosion Control (LDEC) Permits were reviewed for use of appropriate BMPs.
21	<b>D.3.1</b>	Prohibit illegal dumping and illicit discharges into storm drainage system from construction activities.	<i>IN PROGRESS</i>	Enforce Storm Water Management and Erosion Control (SWMEC) Ordinance prohibition on illegal dumping and illicit discharge into drainage systems from construction activities. Review existing Nuisance Ordinance and, if	Enforce SWMEC Ordinance prohibition on illegal dumping and illicit discharge into drainage systems from construction activities.	The Storm Water Management and Erosion Control Ordinance includes a prohibition of illegal dumping and illicit discharges from construction activities. Preliminary Nuisance Ordinance language has been drafted regarding illegal dumping and illicit discharges into drainage

**Attachment B. Status of Compliance with N.P.D.E.S. Permit Conditions for Year 2**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
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BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 2 Milestone	Description of Activities
			needed, revise to prohibit illegal dumping and illicit discharge into drainage systems from construction activities, same as SWMEC Ordinance.		systems but has not yet been adopted.
22	<b>D.4.1</b> Develop processes and procedures to evaluate proposed construction site runoff mechanisms.	<i>COMPLETE</i>	Develop procedures and processes to evaluate proposed construction site runoff mechanisms.	Develop, implement and refine review procedures to evaluate proposed construction site runoff mechanisms.	Procedures to evaluate proposed construction site runoff mechanisms are refined in the review of LDEC Permits.
23	<b>D.4.2</b> Training class or workshop for evaluating and inspecting construction site runoff control mechanisms.	<i>INCOMPLETE</i>	Zoning Officer (or Director's designee) attendance at training class or workshop for evaluating and inspecting construction site runoff control mechanisms.	Director's designee attends training.	No training occurred in Year 2.
24	<b>D.6.1</b> Develop procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.	<i>COMPLETE</i>	Develop procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.	Develop and implement procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.	Procedures were refined as more experience was gained in the review of LDEC.
25	<b>E.1.1</b> Implement a public education program about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from privately owned developed property.	<i>INCOMPLETE</i>	Add a Green Infrastructure page to the Champaign County website to educate landowners about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from privately owned developed property.	Maintain the Champaign County Green Infrastructure & Green Housekeeping web page.	NONE

**Attachment B. Status of Compliance with N.P.D.E.S. Permit Conditions for Year 2**  
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BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 2 Milestone	Description of Activities
26	<b>E.1.2</b> Implement a public education program about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.	<i>INCOMPLETE</i>	Add a Sustainable Lawn Care page to the Champaign County website to educate landowners about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.	Maintain the Champaign County Sustainable Lawn Care web page.	NONE
27	<b>E.2.1</b> Require annual inspections of publicly owned storm water management facilities (post-construction).	<i>INCOMPLETE</i>	Procedures for maintenance of publicly owned storm water management facilities (post-construction) should be established in the Champaign County SWPPP.	Conduct annual inspection and maintenance if required of publicly owned storm water management facilities (post-construction).	NONE
28	<b>E.3.1</b> Develop procedures to ensure that storm water management facilities are maintained to function as designed (post-construction).	<i>IN PROGRESS</i>	Develop and implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).	Implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).	The Storm Water Management and Erosion Control Ordinance requires ongoing maintenance of storm water management facilities.
29	<b>E.3.3</b> Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training	<i>INCOMPLETE</i>	Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor	Provide annual training in green infrastructure and/or low impact design techniques for all relevant managers, employees, and/or contractors and contractor employees.	No training occurred in Year 2.

**Attachment B. Status of Compliance with N.P.D.E.S. Permit Conditions for Year 2**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
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BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 2 Milestone	Description of Activities
			employees also have annual training.		
30	E.4.1 Training class or workshop for evaluating and inspecting construction site runoff control mechanisms (post-construction).	<i>INCOMPLETE</i>	Director's designee attendance at training class or workshop for evaluating and inspecting construction site runoff control mechanisms (post-construction).	Director's designee attends training.	No training occurred in Year 2.
31	E.5.1 Develop procedures and processes to inspect construction sites for compliance with post-construction runoff control mechanisms.	<i>IN PROGRESS</i>	Develop procedures and processes to inspect construction sites for compliance with approved post-construction site runoff control mechanisms.	Implement procedures to inspect construction sites for compliance with approved post-construction runoff control mechanisms.	The Storm Water Management and Erosion Control Ordinance requires "as-built" documentation.
32	F.1.1 Spill prevention protocol.	<i>INCOMPLETE</i>	Conduct annual spill prevention training with appropriate County staff. Track meeting agenda, materials, and attendee sign-in sheet.	Complete annual spill prevention training with appropriate County staff.	NONE
33	F.1.2 Spill response protocol.	<i>COMPLETE</i>	Conduct annual spill response training with appropriate County staff. Track meeting agenda, materials, and attendee sign-in sheet.	Complete annual spill response training with appropriate County staff.	The Champaign County Emergency Management Agency (CCEMA) conducted or participated in the following training in the program year: October 20, 2020: University of Illinois Spill Drill functional exercise;  January 28, 2021: Coordinated Response Training (CoRE) with Paradigm Liaison Service (pipeline);

**Attachment B. Status of Compliance with N.P.D.E.S. Permit Conditions for Year 2**  
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	BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 2 Milestone	Description of Activities
						Coordinated the quarterly Local Emergency Planning Committee (LPEC) meetings;  Monthly meetings of the International Association of Fire Chiefs Community Safety-Emergency Planning, Response, and Outreach (CS-EPRO) Technical Advisory Group Meeting Community Safety Grant to promote LPEC and hazmat training.
34	F.1.3	Hazardous material and storage management training.	<i>COMPLETE</i>	Conduct annual hazardous material and storage management training with appropriate staff. Track meeting agenda, materials, and attendee sign-in sheet.	Complete annual hazardous material and storage management training with appropriate County staff.	All relevant hazardous materials storage and handling reviewed with Facilities Director.
35	F.2.1	Prepare a Storm Water Pollution Prevention Plan (SWPPP) for County owned facilities.	<i>INCOMPLETE</i>	Prepare SWPPP for all County owned facilities.	Complete the Draft SWPPP for all County owned facilities.	None.

There was no information collected between April 1, 2020 and March 31, 2021.

**Attachment D. N.P.D.E.S. Permit Activities for Next Reporting Year April 1, 2020 – March 31, 2021**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21) APRIL 1, 2021**

BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 1 Milestone (4/1/19-3/31/20)	Proposed Activity Next Program Year 4/1/20-3/31/21
A.1.1	Flyers and information sheets at permit counter.	Develop and distribute one new educational material handout.	Distribute handout.	Distribute handout.
A.2.1	Inform business groups about MS4, NPDES, and BMPs.	Conduct one presentation per year upon request.	Conduct one presentation upon request.	Conduct one presentation upon request.
A.2.2	Inform developer, contractor, engineering, and architecture groups about MS4, NPDES, and BMPs.	Conduct one presentation per year upon request.	Conduct one presentation upon request.	Conduct one presentation upon request.
A.2.3	Inform environmental groups about MS4, NPDES, and BMPs.	Conduct one presentation per year upon request.	Conduct one presentation upon request.	Conduct one presentation upon request.
A.6.1	Educational and informational material on web page.	Develop web page with annual updates on informational and educational materials.	Update web page.	Update web page.
B.4.1	Comply with applicable State and local public notice requirements.	Annual number of meetings with MS4 related topics. Maintain electronic records of notices, agendas, and public participation.	Provide notice of MS4 related meetings and provide opportunity for public input.	Provide notice of MS4 related meetings and provide opportunity for public input.
B.6.1	Intergovernmental Storm Water Management group meetings (coordination meetings for all Champaign County MS4 jurisdictions)	Hold at least 4 coordination meetings each year.	Attend meetings.	Attend meetings.
B.6.2	Prepare a storm water survey that can be used annually to capture public comment on the MS4 Storm Water Program.	Conduct the annual MS4 Storm Water Survey on the County website.	Make the MS4 Storm Water Survey available on the Champaign County website.	Make the MS4 Storm Water Survey available on the Champaign County website.
B.6.3	Hold Annual Public Storm Water Meeting at the Champaign County Board's Environment and Land Use Committee (ELUC) Meeting to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program.	Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at one ELUC Meeting each year.	Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at the May ELUC Meeting.	Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at the May ELUC Meeting.

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BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 1 Milestone (4/1/19-3/31/20)	Proposed Activity Next Program Year 4/1/20-3/31/21
<b>B.6.4</b>	Identify Environmental Justice areas within the Unincorporated Champaign County MS4 Area and provide appropriate public participation.	Identify Environmental Justice (EJ) areas within the Unincorporated Champaign County MS4 Area based on most current state economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes. Review annual survey results at the Annual Public Storm Water Meeting at the Champaign County Board's Environment and Land Use Committee (ELUC).	Identify Environmental Justice (EJ) areas within the Unincorporated Champaign County MS4 Area based on most current state economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes and review annual survey results at the Annual Public Storm Water Meeting the Champaign County Board's Environment and Land Use Committee (ELUC).	Identify Environmental Justice (EJ) areas within the Unincorporated Champaign County MS4 Area based on most current state economic data and randomly sample the EJ area population for storm water concerns via postal mail with prepaid reply envelopes and review annual survey results at the Annual Public Storm Water Meeting at the Champaign County Board's Environment and Land Use Committee (ELUC).
<b>B.7.1</b>	Fund aspects of NPDES MS4 implementation in the County's Land Resource Management Plan implementation budget including public involvement when appropriate.	Include NPDES MS4 requirements in the County's Land Resource Management Plan and include in annual long-range work plan as required.	Include MS4 in work plan for FY20.	Include MS4 in work plan for FY22.
<b>C.1.1</b>	Map drainage system outfalls into streams and rivers.	Complete a system wide update every 3 years.	Update Champaign County Unincorporated MS4 Area storm sewer system map as new information becomes available.	System wide update of the Champaign County Unincorporated MS4 Area storm sewer system map.

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BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 1 Milestone (4/1/19-3/31/20)	Proposed Activity Next Program Year 4/1/20-3/31/21
C.2.1	Prohibit illegal dumping and illicit discharges into drainage systems through Nuisance Ordinance.	Review existing Nuisance Ordinance and revise to include illegal dumping and illicit discharges into drainage systems.	Amend Nuisance Ordinance with new language prohibiting illegal dumping and illicit discharges into drainage system. <b>MILESTONE NOT ACHIEVED</b> – Draft has not been adopted yet.	Amend Nuisance Ordinance with new language prohibiting illegal dumping and illicit discharges into drainage system.
C.3.1	Establish and maintain citizen complaint phone line for illegal dumping and illicit discharges into drainage systems.	Maintain phone line.	Maintain complaint phone line and record of complaints.	Maintain complaint phone line and record of complaints.
C.3.2	Establish citizen complaint phone line for non-complying and/or non-functioning private sewage treatment systems.	Develop and maintain phone line.	Maintain complaint phone line and record of complaints.	Maintain complaint phone line and record of complaints.
C.3.3	Create a database of existing private sewage treatments systems and develop a management plan to bring non-compliant systems into compliance.	Create database and develop, adopt and implement management plan.	Create database and develop management plan. <b>MILESTONE NOT ACHIEVED</b>	Create database and develop management plan.
C.6.1	Annual report to the Environment and Land Use Committee (ELUC) of the Champaign County Board.	Present Annual Report and place on file.	Complete Annual Report and place on file.	Complete Annual Report and place on file.
D.1.1	Soil erosion and sediment control regulations.	Review existing erosion and sediment control regulations. Prepare draft regulations for County Board adoption and enforce adopted regulations.	Enforce Soil Erosion and Sediment Control Ordinance (Storm Water Management and Erosion Control Ordinance).	Enforce Soil Erosion and Sediment Control Ordinance (Storm Water Management and Erosion Control Ordinance).
D.2.1	Erosion and sediment control BMPs.	Review and evaluate existing BMPs to determine which should be included in the erosion and sediment control ordinance. Review existing regulations and develop new regulations for the ordinance.	Review plans and development for appropriate use of BMPs as required by adopted ordinance (Storm Water Management and Erosion Control Ordinance).	Review plans and development for appropriate use of BMPs as required by adopted ordinance (Storm Water Management and Erosion Control Ordinance).

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BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 1 Milestone (4/1/19-3/31/20)	Proposed Activity Next Program Year 4/1/20-3/31/21
D.3.1	Prohibit illegal dumping and illicit discharges into storm drainage system from construction activities.	Enforce Storm Water Management and Erosion Control (SWMEC) Ordinance prohibition on illegal dumping and illicit discharge into drainage systems from construction activities. Review existing Nuisance Ordinance and, if needed, revise to prohibit illegal dumping and illicit discharge into drainage systems from construction activities, same as SWMEC Ordinance.	Enforce SWMEC Ordinance prohibition on illegal dumping and illicit discharges into drainage systems from construction activities. <b>MILESTONE NOT ACHIEVED</b> – Draft has not been adopted yet.	Enforce SWMEC Ordinance prohibition on illegal dumping and illicit discharges into drainage systems from construction activities.
D.4.1	Develop procedures and processes to evaluate proposed construction site runoff mechanisms.	Develop procedures and processes to evaluate proposed construction site runoff mechanisms.	Develop, implement and refine review procedures to evaluate proposed construction site runoff mechanisms.	Develop, implement and refine review procedures to evaluate proposed construction site runoff mechanisms.
D.4.2	Training class/workshop for evaluating and inspecting construction site runoff control mechanism.	Zoning Officer (or Director’s designee) attendance at training class or workshop for evaluating and inspecting construction site runoff control mechanisms.	Director’s designee attends training. <b>MILESTONE NOT ACHIEVED</b>	Director’s designee attends training.
D.6.1	Develop procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.	Develop procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.	Develop and implement procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.	Develop and implement procedures and processes to inspect construction sites for compliance with construction site runoff mechanisms.
E.1.1	Implement a public education program about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from existing privately owned developed property.	Add a Green Infrastructure page to the Champaign County website to educate landowners about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from existing privately-owned developed property.	Develop and implement a Champaign County Green Infrastructure & Green Housekeeping web page. <b>MILESTONE NOT ACHIEVED</b>	Develop and implement a Champaign County Green Infrastructure & Green Housekeeping web page.

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E.1.2	Implement a public education program about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.	Add a Sustainable Lawn Care page to the Champaign County website to educate landowners about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.	Develop and implement a Champaign County Sustainable Lawn Care web page. <b>MILESTONE NOT ACHIEVED</b>	Develop and implement a Champaign County Sustainable Lawn Care web page.
E.2.1	Require annual inspection of publicly owned storm water management facilities (post-construction).	Procedures for maintenance of publicly owned storm water management facilities (post-construction) should be established in the Champaign County SWPPP.	Develop and implement procedures for maintenance of publicly owned storm water management facilities (post-construction) in the Champaign County SWPPP. <b>MILESTONE NOT ACHIEVED</b>	Develop and implement procedures for maintenance of publicly owned storm water management facilities (post-construction) in the Champaign County SWPPP.
E.3.1	Develop procedures to ensure that storm water facilities are maintained to function as designed (post- construction).	Develop and implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).	Develop and implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction). <b>MILESTONE NOT ACHIEVED</b>	Develop and implement procedures to ensure that storm water facilities are maintained to function as designed (post-construction).
E.3.3	Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training.	Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training.	Provide annual training in green infrastructure and/or low impact design techniques for all relevant managers, employees, and/or contractors and contractor employees. <b>MILESTONE NOT ACHIEVED</b>	Provide annual training in green infrastructure and/or low impact design techniques for all relevant managers, employees, and/or contractors and contractor employees.

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BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 1 Milestone (4/1/19-3/31/20)	Proposed Activity Next Program Year 4/1/20-3/31/21
E.4.1	Training class or workshop for evaluating and inspecting construction site runoff control mechanisms (post-construction).	Director's designee attendance at training class or workshop for evaluating and inspecting construction site runoff control mechanisms (post-construction).	Director's designee attends training. <b>MILESTONE NOT ACHIEVED</b>	Director's designee attends training.
E.5.1	Develop procedures and processes to inspect construction sites for compliance with post-construction runoff control mechanisms.	Develop procedures and processes to inspect construction sites for compliance with approved post-construction runoff control mechanisms.	Develop and implement procedures to inspect construction sites for compliance with approved post-construction runoff control mechanisms. <b>MILESTONE NOT ACHIEVED</b>	Develop and implement procedures to inspect construction sites for compliance with approved post-construction runoff control mechanisms.
F.1.1	Spill prevention protocol.	Conduct annual spill prevention training with appropriate County staff. Track meeting agenda, materials, and attendee sign-in sheet.	Complete annual spill prevention training with appropriate County staff. <b>MILESTONE NOT ACHIEVED</b>	Complete annual spill prevention training with appropriate County staff.
F.1.2	Spill response protocol.	Conduct annual spill response training with appropriate County staff. Track meeting agenda, materials and attendee sign-in sheet.	Complete annual spill response training with appropriate County staff.	Complete annual spill response training with appropriate County staff.
F.1.3	Hazardous material and storage management training.	Conduct annual hazardous material and storage management training with appropriate County staff. Track meeting agenda, materials and attendee sign-in sheet.	Complete annual hazardous material and storage management training with appropriate County staff.	Complete annual hazardous material and storage management training with appropriate County staff.
F.2.1	Prepare a Storm Water Pollution Prevention Plan (SWPPP) for County owned facilities.	Prepare SWPPP for all County owned facilities.	Begin developing the Draft SWPPP for all County owned facilities. <b>MILESTONE NOT ACHIEVED</b>	Begin developing the Draft SWPPP for all County owned facilities.

### **Survey Intent**

The Champaign County MS4 Area Storm Water Survey is administered to identify citizen concerns related to storm water within the Champaign County Urbanized Area. The Champaign County Urbanized Area includes Champaign, Urbana, Savoy, Tolono, Bondville and all the areas located within one half-mile of those municipalities.

The annual survey is conducted to satisfy the Champaign County MS4 Storm Water National Pollutant Discharge Elimination System (NPDES) Annual Facility Report identified best management practice requirement regarding Public Involvement/Participation of Environmental Justice (EJ) Areas within the Unincorporated MS4 Area.

MS4 Environmental Justice Areas with the unincorporated portion of the Champaign County Urbanized Area are updated at the beginning of each calendar year. The Survey is a sampling of those MS4 Environmental Justice Areas with the unincorporated area.

The MS4 Survey is also available to anyone on the Champaign County website. Results from the online Survey are combined with the MS4 Survey of Environmental Justice Areas.

The results of the MS4 Survey are reported in the Annual MS4 Facility Inspection Report for the reporting period in which the MS4 Survey was conducted.

### **Study Area**

Attachment F are maps of the Champaign County Unincorporated Area MS4 Environmental Justice Areas as of February 2020.

### **Study Area Population**

In 2020, Champaign County's MS4 qualifying EJ Parcel jurisdiction is comprised of roughly 3,500 parcels.

### **Sample Size and Survey Distribution**

In April of 2020, a total of 400 surveys were mailed to a randomly selected sample of recipients residing within qualifying Environmental Justice areas of the Champaign County MS4 Area. A reminder post card was later mailed to the same random sample of 400 parcels. A Spanish copy of the survey is available upon request. The survey is also available on the Champaign County Department of Planning and Zoning Storm Water Program webpage.

### **Response Rate**

A total of 56 mailed survey responses and 16 online survey responses were received for a response rate of 18%. A 10%-15% response rate for a survey distributed by mail is considered an average.

### **Follow-up Contact regarding County Board Review**

A total of 20 respondents indicated they wanted to be notified about the Environment and Land Use Committee review of survey results, but only 16 respondents providing legible contact information.

### **Survey Results**

The Survey questions are numbered below as they appear on the Survey. The results are as follows:

**Attachment E. MS4 Area Storm Water Survey Results March 31, 2021**  
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1. Is there a location in the Champaign County MS4 Area or Urbanized Area where you believe storm water drainage causes a problem during or after a rain event?

**44.4% Yes      54.2% No      1.4% No Response**

	Location	Within Champaign County MS4 Area?	Type of Problem caused by Storm Water Drainage
1	North of West Church Street between Prospect and Mattis	No (Champaign)	Storm water that causes property damage by flooding a building(s) during large rain events. Storm water in the street that seems to interfere with traffic during large rain events. Storm water so deep that it may be a safety concern during large rain events.
2	Fields South Court and Fields South Drive	Yes	Other: Standing rain on property after large rain events
3	Staley & Farhills	Yes	Storm water that causes property damage by flooding a building(s) during large rain events.
4	913 Crescent Drive & Dodds Park	No (Champaign)	Storm water in the street that seems to interfere with traffic during large rain events.
5	Cherokee Lane & Perkins Road	Yes	Storm water that causes property damage by flooding a building(s) during large rain events. Storm water in the street that seems to interfere with traffic during large rain events. Storm water so deep that it may be a safety concern during large rain events.
6	The Wilbur Heights area. The 2400 Block of Third Street is unpassable, like a lake in the center of the block.	Yes	Storm water in the street that seems to interfere with traffic during large rain events.
7	East Florida Ave, east of Lanore Vine/Cunningham & University	No (Urbana)	Storm water in the street that seems to interfere with traffic during large rain events. Storm water so deep that it may be a safety concern during large rain events.
8	Graham Drive in Savoy; West side of Neil @St. Mary	No Yes (UI)	Storm water in the street that seems to interfere with traffic during large rain events. Storm water so deep that it may be a safety concern during large rain events.
9	Just north of downtown Champaign near PACA	No (Champaign)	Storm water that causes property damage by flooding a building(s) during large rain events. Storm water in the street that seems to interfere with traffic during large rain events. Storm water so deep that it may be a safety concern during large rain events.

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	Location	Within Champaign County MS4 Area?	Type of Problem caused by Storm Water Drainage
10	Highcross Road	Yes	Storm water that causes property damage by flooding a building(s) during large rain events. Storm water in the street that seems to interfere with traffic during large rain events. Storm water so deep that it may be a safety concern during large rain events.
11	MacArthur Court, Urbana	No (Urbana)	Storm water in the street that seems to interfere with traffic during large rain events.
12	Indigo, Savoy	No (Savoy)	Storm water in the street that seems to interfere with traffic during large rain events.
13	Scottswood/ Elm Street, Urbana	Yes	Storm water in the street that seems to interfere with traffic during large rain events.
14	J.T. Coffman Drive south of Interstate Drive	No (Champaign)	Storm water that causes property damage by flooding a building(s) during large rain events.
15	Neil Street south of Springfield Avenue	No (Champaign)	Storm water in the street that seems to interfere with traffic during large rain events.
16	Neil Street	No (Champaign)	Storm water in the street that seems to interfere with traffic during large rain events. Storm water so deep that it may be a safety concern during large rain events.
17	1)West of Bartlow Road on Airport Road, 700 feet to 1,000 feet on north side of road (#68) 2)southeast corner Airport & Bartlow Road and continuing south on Bartlow Road	Yes	Storm water in the street that seems to interfere with traffic during large rain events. Storm water so deep that it may be a safety concern during any rain and large rain events.
18	Corner of Duncan & John (#71)	Yes	Storm water in the street that seems to interfere with traffic during large rain events.
20	Falcon Court and Mumford Drive	No (Urbana)	Storm water from large rain events create a large lake on property resulting in mosquito breeding area and constant sump pump work (#51)
21	Blair Drive east of Duncan Road intersection	No (Champaign)	Storm water that causes property damage by flooding a building(s) during large rain events.
22	Backyard between Lakeview Drive and Cherry Creek Road (#60)	?	After a significant rain a large amount of storm water collects along back property lines, slowly damaging fencing in the process.
26	Duncan and Curtis Road (#62)	Yes	Storm water in the street that seems to interfere with traffic during large rain events.

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	Location	Within Champaign County MS4 Area?	Type of Problem caused by Storm Water Drainage
31	Curtis and Wesley in Savoy (#63)	No (Savoy)	Storm water that causes property damage by flooding a building(s) during any rain and large rain events. Storm water so deep that it may be a safety concern during any rain and large rain events.
32	Ditch that runs parallel to 130 on the west side of Stone Creek Boulevard (#72)	No (Urbana)	Standing water, weeds grow and debris builds up

2. Is there any location in the Champaign County MS4 Area or Urbanized Area where you believe storm water gets polluted?

**9.7% Yes      83.3% No      2.8% No Response      4.2% “don’t know”**

	Location	Within Champaign County MS4 Area?	Pollution concerns
1	Highcross Road	Yes	Trash on the ground or in the street may wash into the storm sewer system
2	MacArthur Court, Urbana	Yes	Trash on the ground or in the street may wash into the storm sewer system
3	My residence	?	Standing water against my garage (in back) & standing water in front- between the mulch & the grass area
4	2 <sup>nd</sup> & 3 <sup>rd</sup> house that sits back off roadway on east side of road has standing water in front & back most of the time (#68)	Yes	Septic system release of sewage (septage) onto the ground or into a stream
5	Airport Road & Landis Farm Road (#70)	No (Urbana)	Trash on the ground or in the street may wash into the storm sewer system Other: sediment from farm field
6	Copper Slough off O’Malley’s Alley	No (Champaign)	Trash on the ground or in the street may wash into the storm sewer system
7	Ditch parallel to 130 on west side of road from Stone Creek Boulevard north (#72)	No (Urbana)	Trash on the ground or in the street may wash into the storm sewer system

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3. Do you recreate at any location in the Champaign County MS4 Area or Urbanized Area where water is a prominent feature?

**30.6% Yes                      63.9% No                      5.5% No Response**

	Location	Within Champaign County MS4?	Type of Recreation	Water quality concerns
1	Crystal Lake Park	No (Urbana)	Walking along or near shore Wading and/or swimming Bike ride	Yes: Trash in the water that is unpleasant to see and that causes pollution; Bank or shore erosion that harms the quality of the environment; Other pollution that is visible in the water and that harms the quality of the aquatic environment; Other pollution in the water that may harm either myself or others who may come into contact with the pollution; Catching fish that may be unsafe to eat due to pollution.
2	Lake of the Woods; Kaufman Lake	No (Champaign)	Walking along or near shore	No
3	(no location given)	?	Fishing	Yes: Trash in the water that is unpleasant to see; Bank or shore erosion that harms the quality of the environment
4	Crystal Lake Park	No (Urbana)	Walking along or near shore	Yes: Other pollution in the water that may harm either myself or others who may come into contact with the pollution
5	Park south of Bradley & Mattis	No (Champaign)	Walking along or near shore	Yes: Bank or shore erosion that harms the quality of the environment; Other- lots of Canada geese
6	Englewood	No (Champaign)	Fishing from the shore	No
7	Rising & Windsor	No (Champaign)	Walking along or near shore	No
8	Prairie Winds Circle	No (Champaign)	Other: Pond	No
9	Japan House, south of Florida Ave.	Yes (UI)	Walking along or near shore	No
10	Crystal Lake	No (Urbana)	Walking along or near shore Other: picnic	Yes: Trash in the water that causes pollution
11	Crystal Lake, University Arboretum	No (Urbana) Yes (UI)	Walking along or near shore	No
12	Homer Lake	No	Walking along or near shore	Yes: Trash in the water that is unpleasant to see and that causes pollution;

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	Location	Within Champaign County MS4?	Type of Recreation	Water quality concerns
13	Wesley Avenue & Curtis Road; Arbour Meadows Pond	No	Fishing from the shore	No
14	Kaufman Lake & Dodds Park	No (Champaign)	Walking along or near shore Fishing	No
15	Crystal Lake Park, Boneyard impoundments, Weaver Park	No (Urbana & Champaign)	Walking along or near shore	Yes: Trash in the water that is unpleasant to see.
16	Windsor/ Staley	No (Champaign)	Walking along or near shore	No
17	(no response #70)		Walking along or near shore Fishing	Yes: Trash in the water that is unpleasant to see; Bank or shore erosion that harms the quality of the environment; Catching fish that may be unsafe to eat due to pollution.
18	(no response #71)		Walking along or near shore	Yes (no specificity)
19	Kaufman and Heritage Lakes (#36)	No (Champaign)	Walking along or near shore	No
20	Boulder Drive	No (Urbana)	Walking along or near shore	No
21	The pond in Arbour Meadows off Wesley in Savoy (#63)	No (Savoy)	Walking along or near shore Fishing	Yes: Bank or shore erosion that harms the quality of the environment; Other pollution that is visible in the water and that harms the aquatic environment Arbour Meadows causes constant sump pump operation after rain
22	Crystal Lake Park (#67)	No (Urbana)	Watching birds from vehicle	Yes: Trash in the water that is unpleasant to see and that causes pollution; Other pollution in the water that may harm either myself or others who may come into contact with the pollution. Catching fish that may be unsafe to eat due to pollution.

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4. Please feel free to add any other comments you may have regarding storm water in the Champaign County MS4 Area or Urbanized Area:

Do not know of any problems near me. I try to keep drain clear of leaves at the end of my drive
I live on the South Ridge/Myra Ridge area and have no problem with water when it rains. I ride a bike to the south & east of Urbana, always stopping at bridges to look at creeks, and see a lot of garbage in them. Also, I assume there is also a lot of yard & farm chemicals that make their way into these creeks.
The bridge reconstruction for Phinney Branch at Staley Rd. has constricted water flow during heavy rain events. The Phinney Branch has dramatically changed its boundaries over the last 10+ years. The location of change is just to the east of Staley Rd.
The sewer fee is high in my opinion.
Our drains get clogged with lots of debris and they back up into our driveways & buildings and across our roads- this is hazardous.
(#58) The creek below Duncan Road near John Street gets polluted by trash from area homes. It's been a huge problem for years.

5. Please indicate the nearest street intersection to your home:

- 36.1% in the CC MS4 area**
- 54.2% out of the CC MS4 area**
- 1.4% not specific enough**
- 8.3% No response**

6. Please indicate the major watershed that you live in:

- 50.0% Vermilion Watershed**
- 36.1% Upper Kaskaskia Watershed**
- 8.3% Embarras Watershed**
- 0.0% Upper Sangamon Watershed**
- 0.0% Middle Wabash – Little Vermilion Watershed**
- 5.6% No Response**

7. Would you like to receive notice of the meeting of the Champaign County Board at which the results of this survey will be considered?

- 22.2% Yes, gave contact information**
- 5.6% Yes, gave no contact information**
- 72.2% No response**

**Attachment E. MS4 Area Storm Water Survey Results March 31, 2021**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 2 (4/1/20 – 3/31/21)                      APRIL 1, 2021**

Optional Section

1.     Age:
  - 0.0% 16-19**
  - 5.6% 20-29**
  - 5.6% 30-39**
  - 8.3% 40-49**
  - 16.7% 50-59**
  - 30.6% 60-69**
  - 16.7% 70-79**
  - 5.6% 80-89**
  - 1.4% 90+**
  - 9.7% No Response**
  - 0.0% Husband/Wife combo of different age groups**
  
2.     Gender:
  - 48.6% Male**
  - 37.5% Female**
  - 13.9% No Response**
  - 0.0% Husband/Wife combo**
  
3.     Ethnic/Race groups you most identify with (check all that apply):
  - 2.8% African American/Black**
  - 0.0% American Indian or Alaska Native**
  - 1.4% Asian**
  - 0.0% Native Hawaiian or Pacific Islander**
  - 81.9% White/Caucasian**
  - 0.0% Hispanic/Latino**
  - 1.4% two or more races**
  - 0.0% Other**
  - 12.5% No Response**

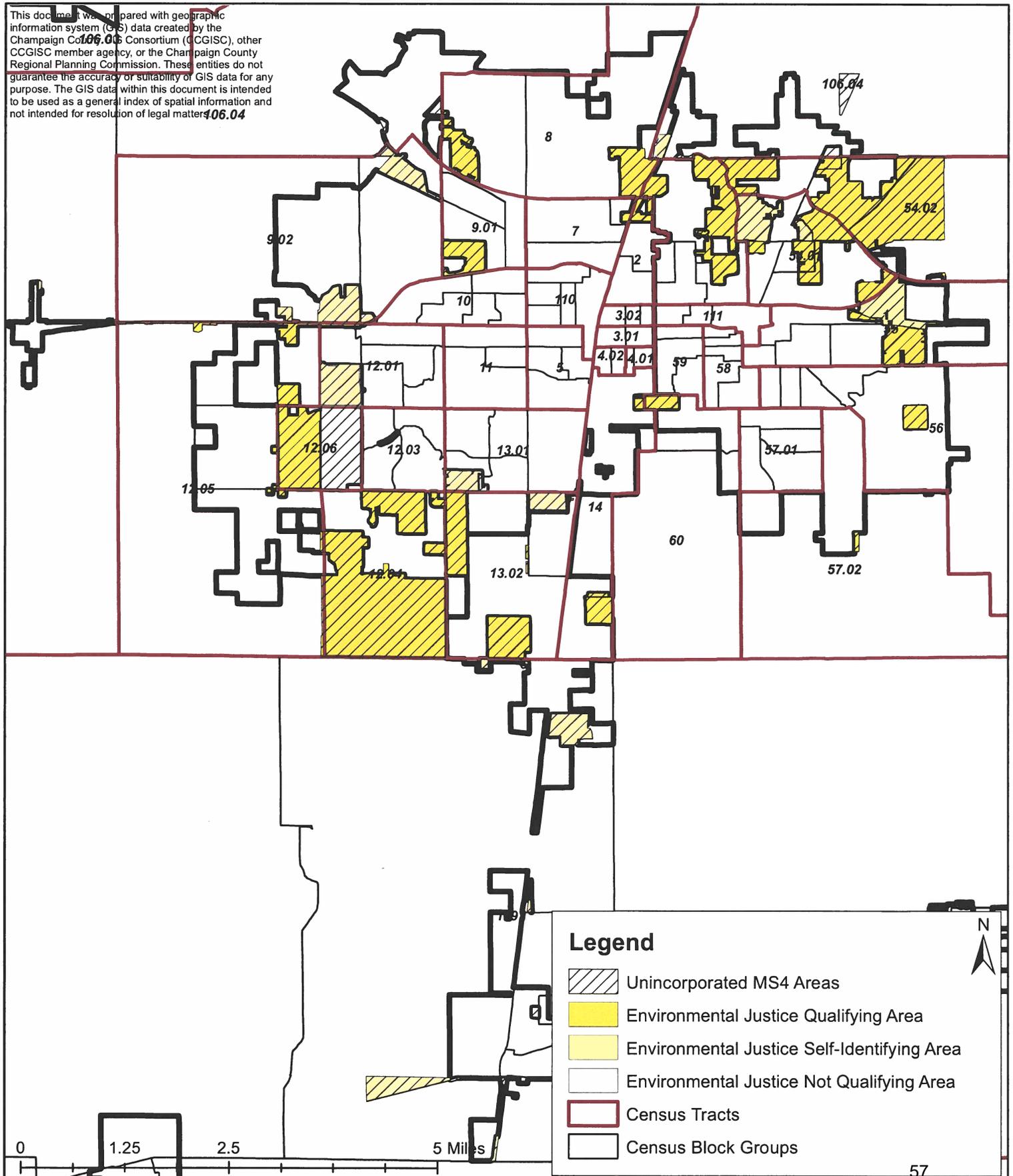
# MS4 Environmental Justice Areas: Unincorporated Champaign County

Prepared 14 February 2020

Source: U.S. Census Bureau; 2014-2018 American Community Survey



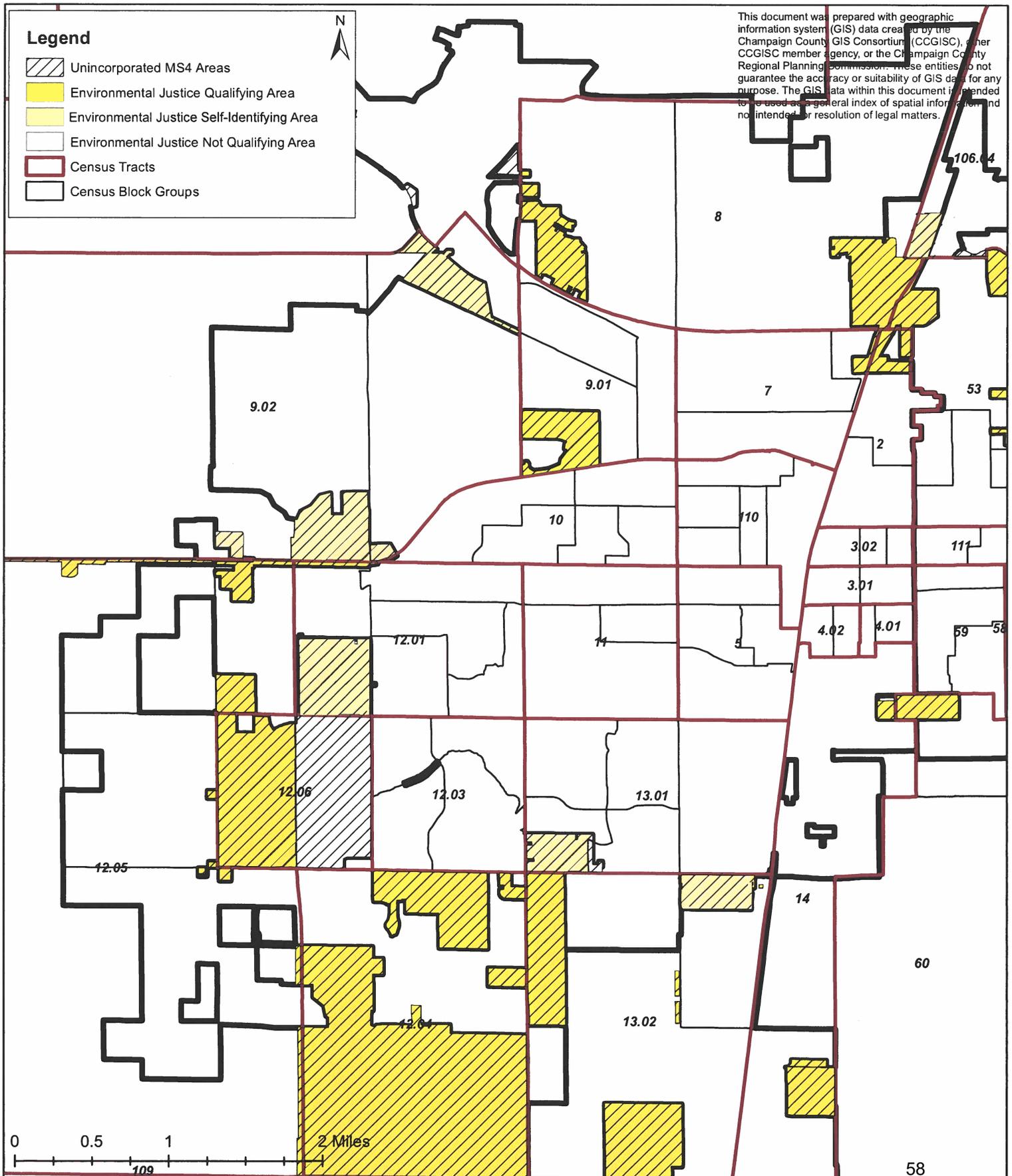
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# MS4 Environmental Justice Areas: Champaign Area Detailed Map

Prepared 14 February 2020

Source: U.S. Census Bureau; 2014-2018 American Community Survey



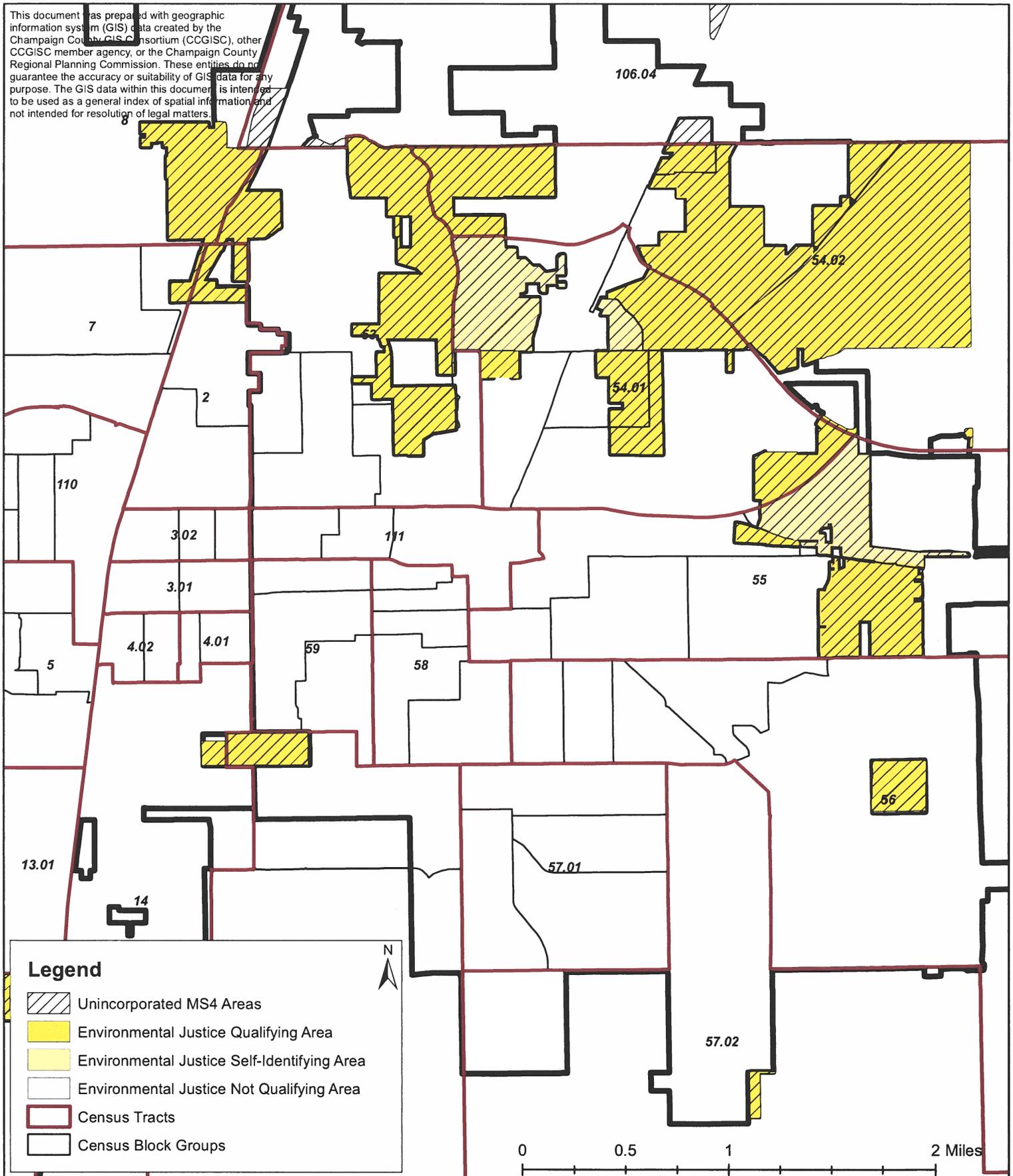
# MS4 Environmental Justice Areas: Urbana Area Detailed Map

Prepared 14 February 2020

Source: U.S. Census Bureau; 2014-2018 American Community Survey



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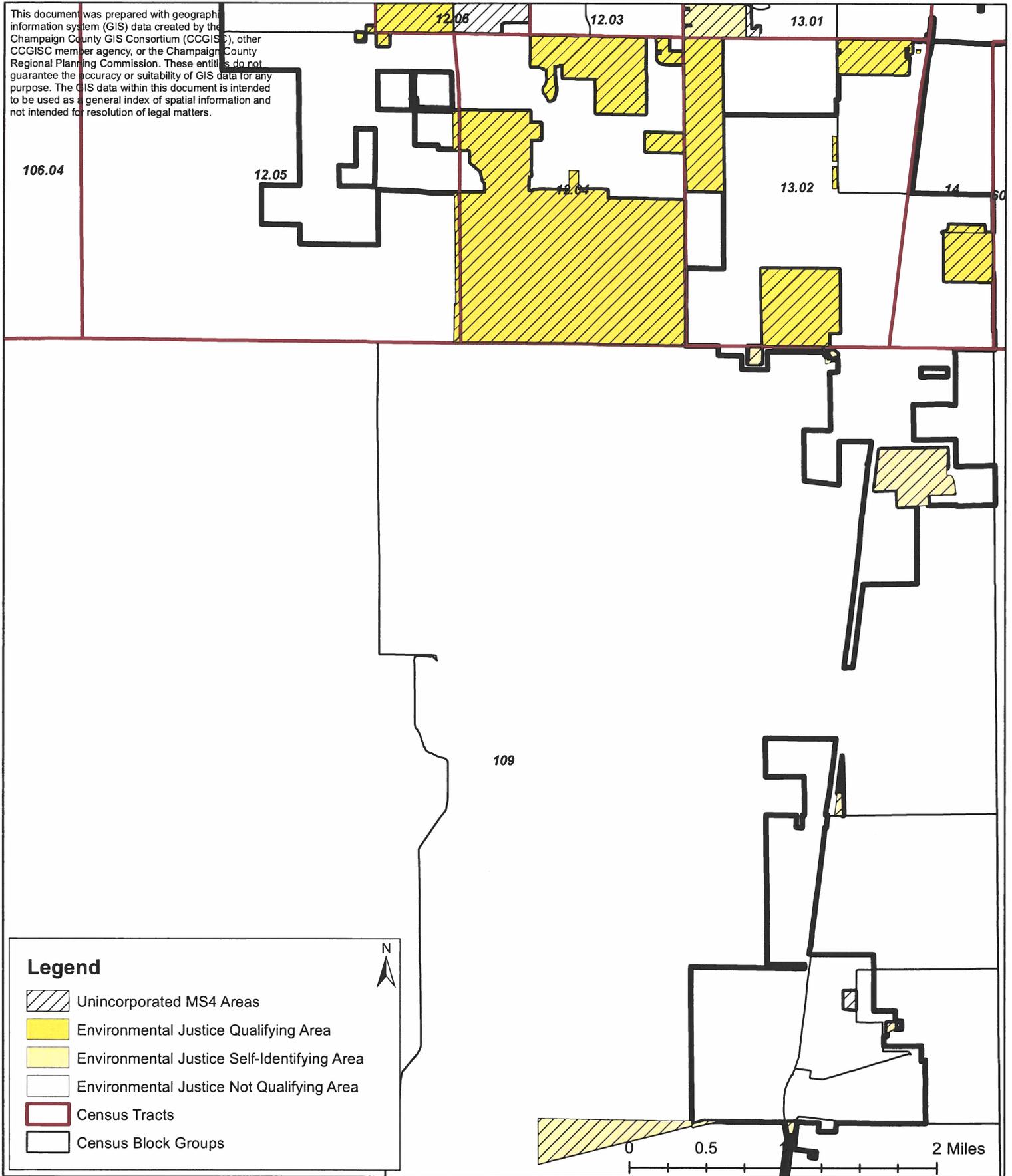
# MS4 Environmental Justice Areas: Savoy Area Detailed Map

Prepared 14 February 2020

Source: U.S. Census Bureau; 2014-2018 American Community Survey



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## Legend

- Unincorporated MS4 Areas
- Environmental Justice Qualifying Area
- Environmental Justice Self-Identifying Area
- Environmental Justice Not Qualifying Area
- Census Tracts
- Census Block Groups

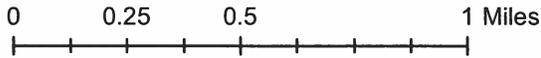


0 0.5 2 Miles

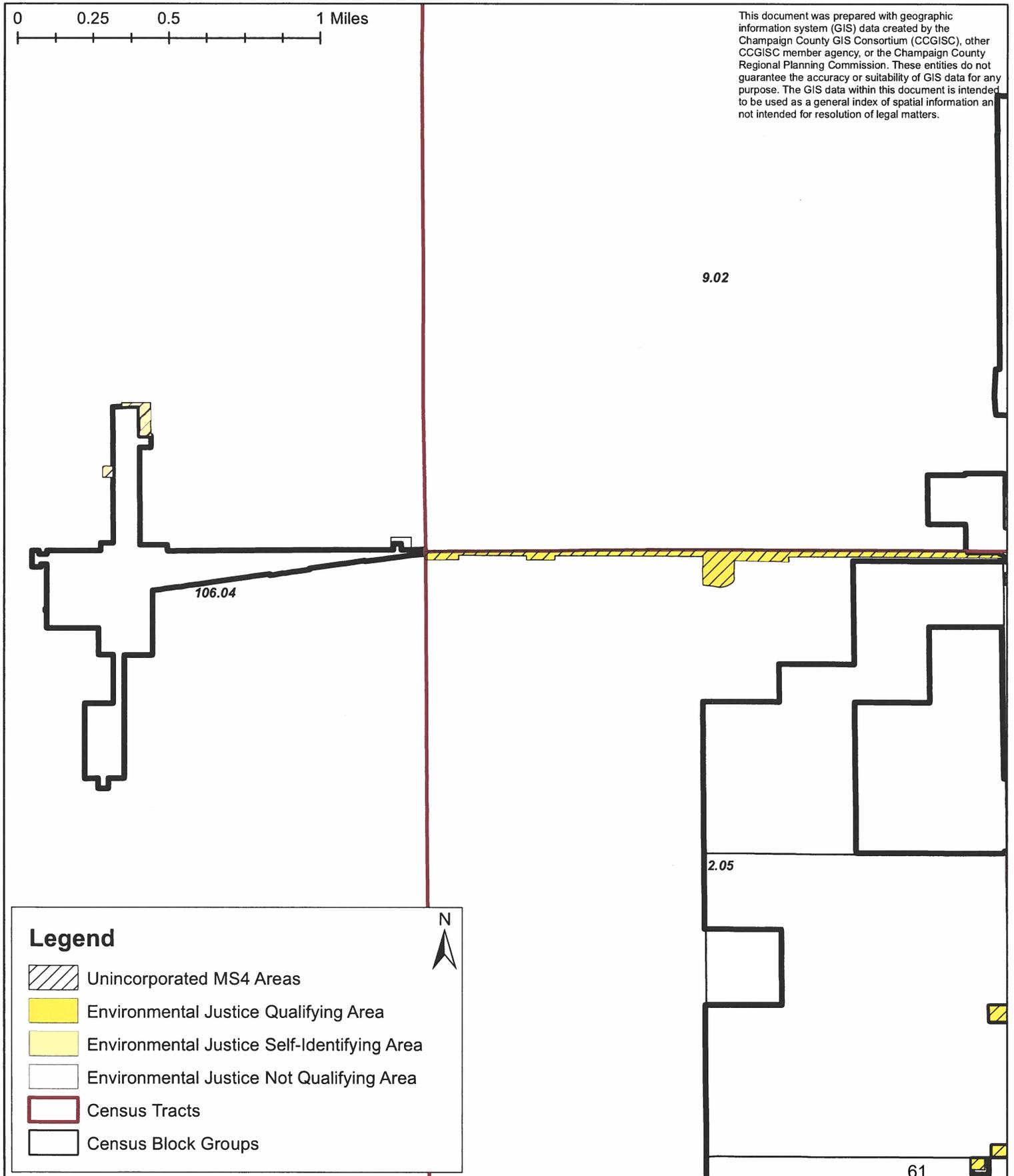
# MS4 Environmental Justice Areas: Bondville Area Detailed Map

Prepared 14 February 2020

Source: U.S. Census Bureau; 2014-2018 American Community Survey



This document was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), other CCGISC member agency, or the Champaign County Regional Planning Commission. These entities do not guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this document is intended to be used as a general index of spatial information and not intended for resolution of legal matters.



## Legend

- Unincorporated MS4 Areas
- Environmental Justice Qualifying Area
- Environmental Justice Self-Identifying Area
- Environmental Justice Not Qualifying Area
- Census Tracts
- Census Block Groups



RESOLUTION NO. 2021-160

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

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

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

PRESENTED, ADOPTED, APPROVED and RECORDED this 20<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

Approved:

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

\_\_\_\_\_  
Darlene A. Kloeppel, County Executive

Date: \_\_\_\_\_

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

PETITION

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

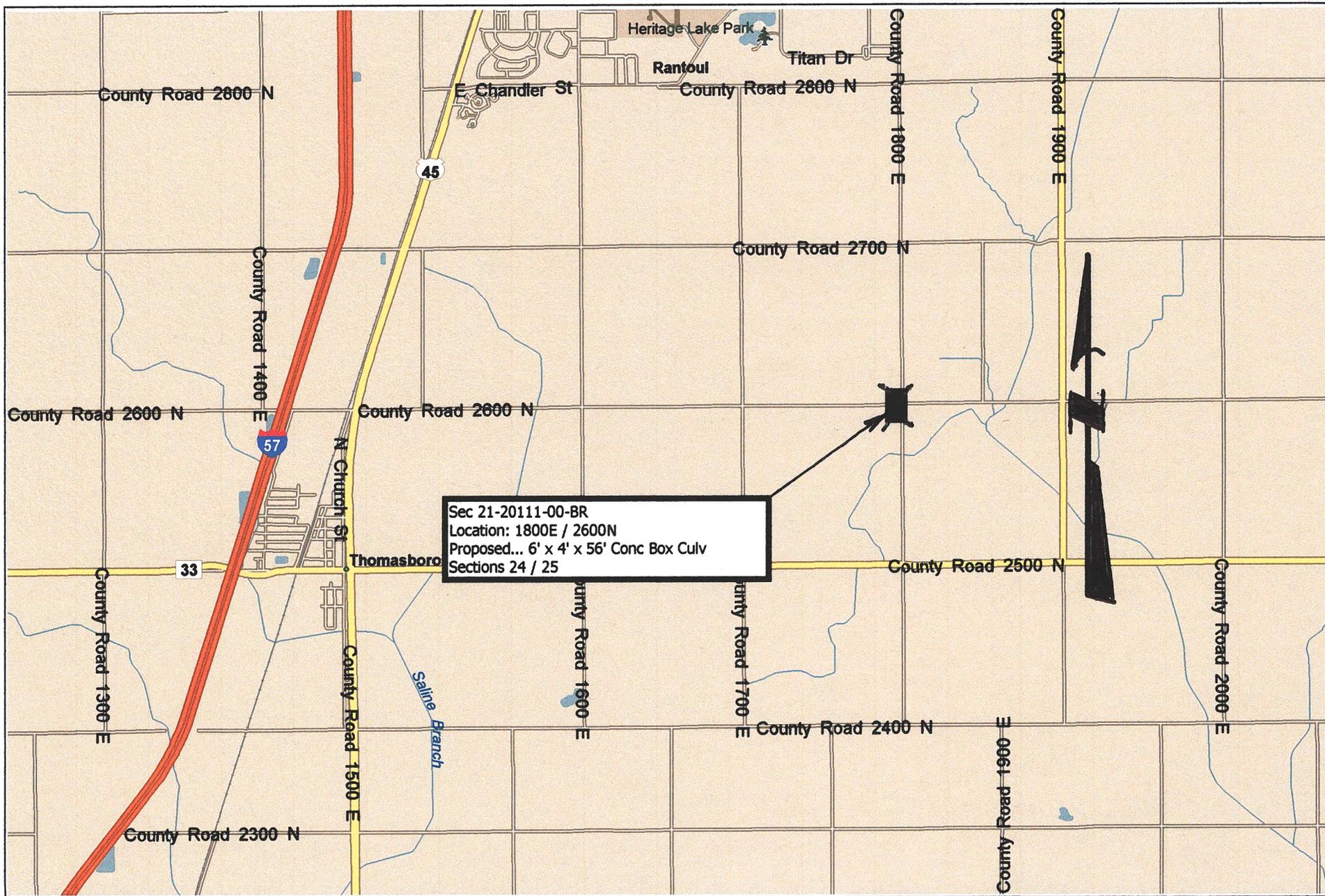
1. Petitioner is the duly elected Highway Commissioner for the Rantoul Road District, Champaign County, Illinois; and
2. There is a culvert located between Sections 24 & 25, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and
4. The cost of replacing the aforesaid structure is estimated to be \$24,900.00, which will be more than .02% of the value of all the taxable property in the Rantoul Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Rantoul Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Rantoul Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,

*Danny Sage*

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

SEC 21-20111-00-BR RANTOUL TOWNSHIP



Sec 21-20111-00-BR  
 Location: 1800E / 2600N  
 Proposed... 6' x 4' x 56' Conc Box Culv  
 Sections 24 / 25

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LOCATION MAP

RESOLUTION NO. 2021-161

RESOLUTION AWARDING OF CONTRACT  
FOR A RAILROAD CROSSING UPGRADE  
ON COUNTY ROAD 2200N AND  
APPROPRIATING \$110,000.00  
FROM COUNTY HIGHWAY FUNDS  
SECTION #15-25442-00-SP

WHEREAS, A Stipulated Agreement and Order has been executed by the Illinois Commerce Commission; and

WHEREAS, Champaign County has received bids, will oversee construction and invoice IDOT for the roadway costs associated with the railroad crossing upgrade; and

WHEREAS, IDOT will reimburse Champaign County for 100% of the construction costs associated with the railroad crossing upgrade; and

WHEREAS, The following low bid was received at a Public Letting held on May 5, 2021 in Urbana, Illinois, for roadway costs associated with the railroad crossing upgrade; and  
Illiana Construction Company-\$109,469.95

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

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

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Champaign County does hereby award the above listed bid to Illiana Construction Company; and

BE IT FURTHER RESOLVED, That there is hereby appropriated the sum of One Hundred Ten Thousand Dollars (\$110,000.00) from the County’s Highway Funds for the costs of the improvement.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair Champaign County Board

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive

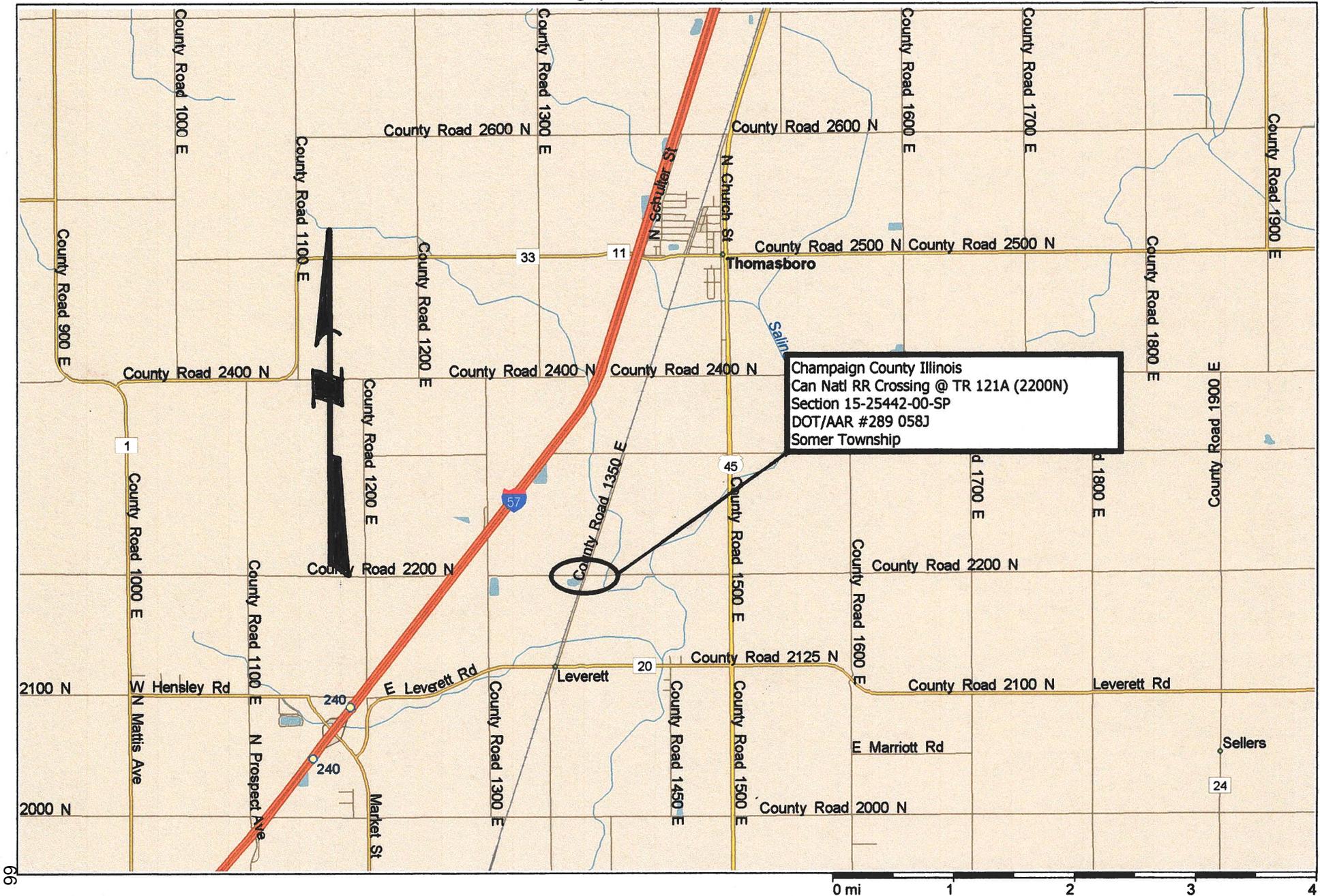
Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Prepared by: Jeff Blue, County Engineer

# CN RR Crossing (#289 058J) TR 121A (2200N)



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## LOCATION MAP

RESOLUTION NO. 2021-162

RESOLUTION FOR CONTRACT AWARD AUTHORITY  
ROAD STRIPING 2021

WHEREAS, Sealed bids will be received in the office of the County Engineer for Road Striping and publicly opened and read; and

WHEREAS, the striping proposal includes quantities for multiple public entities in Champaign County; and

WHEREAS, it is in the best interest of the public to award this bid as quickly as possible after the letting date.

NOW, THEREFORE, BE IT RESOLVED, by the Champaign County Board, that Jeff Blue, P.E., Champaign County Engineer is given the authority to award the Road Striping bid to the lowest responsible bidder as long as the bid is within 10% of the engineer's estimate.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair Champaign County Board

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Prepared by: Jeff Blue, County Engineer

RESOLUTION NO. 2021-163

BUDGET AMENDMENT

May 2021

FY 2021

WHEREAS, The County Board has approved the following amendment to the FY2021 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2021 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2021 budget.

Budget Amendment #21-00016

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

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
533.07 Professional Services	<u>321,258</u>
Total	321,258
Increased Revenue:	
332.42 IDPH CV19 Mass Vacc	290,000
334.43 IDPH-Hlth Protection Grnt	<u>31,258</u>
Total	321,258

REASON: COVID mass vaccination grant funding awarded to Public Health Department from State of Illinois \$290,000.

Increased local health protection grant funding \$31,258.

PRESENTED, ADOPTED, APPROVED by the County Board this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive  
Date: \_\_\_\_\_

RESOLUTION NO. 2021-164

BUDGET AMENDMENT

May 2021

FY 2021

WHEREAS, The County Board has approved the following amendment to the FY2021 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2021 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2021 budget.

Budget Amendment #21-00017

Fund: 080 General Corporate  
Dept. 040 Sheriff

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

534.60 Area-Wide Records Mgt Sys

67,834

Total 67,834

Increased Revenue:

331.56 NIBRS Grant Reimbursement

67,834

Total 67,834

REASON: Increased grant funding to cover increased FY21 expenditures for the new Records Management (RMS) implementation (see attached memo).

PRESENTED, ADOPTED, APPROVED by the County Board this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloepffel, County Executive  
Date: \_\_\_\_\_

RESOLUTION NO. 2021-165

BUDGET AMENDMENT

May 2021

FY 2021

WHEREAS, The County Board has approved the following amendment to the FY2021 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2021 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2021 budget.

Budget Amendment #21-00019

Fund: 103 Hwy Fed Aid Matching Fund  
Dept. 060 Highway

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
544.11 Road Improvements	<u>345,297</u>
Total	345,297

Increased Revenue:	
None: from fund balance	<u>0</u>
Total	0

REASON: Request for budget amendment for final county share of CH 13 section #17-0/445-00-RS. Agreement executed with State of IL on 7/25/2018. \$350,000 was carried in the Federal Aid FY 2020 budget. The final invoice was received on 04/15/2021. Grant funding of \$2,300,000 was received. The total project cost was \$2,645,297.

PRESENTED, ADOPTED, APPROVED by the County Board this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive  
Date: \_\_\_\_\_

RESOLUTION NO. 2019-166

RESOLUTION ADOPTING THE CHAMPAIGN COUNTY FINANCIAL POLICIES

WHEREAS, the Champaign County Board adopted its Financial Policies with Resolution No. 2019-126 on May 23, 2019; and

WHEREAS, the Champaign County Board has identified the need to amend its Financial Policies as documented in the Attachment to this Resolution; and

NOW, THEREFORE BE IT RESOLVED by the County Board of Champaign County that the Financial Policies as documented in the Attachment to this Resolution are hereby approved; and

BE IT FURTHER RESOLVED by the County Board of Champaign County that Resolution No. 2019-126 is hereby rescinded.

PRESENTED, ADOPTED, APPROVED by the County Board this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive  
Date: \_\_\_\_\_



## Champaign County Financial Policies

### Introduction

Champaign County has several relevant financial policies in order to preserve and enhance its fiscal health, identify acceptable and unacceptable courses of action, and provide a standard to evaluate the government's fiscal performance. Besides the county's Financial Policies and Annual Budget Process Resolution, other policies that are central to a strategic, long-term approach to financial management are posted on the county website <http://www.co.champaign.il.us/HeaderMenu/generalinfo.php>.

- Purchasing Policy (including Capital Asset Management and Replacement)
- Grant Application/Approval Policy
- Personnel Policy (including Salary Administration Guidelines)
- Travel Policy
- Treasurer's Investment Policy <http://www.co.champaign.il.us/treasurer/PDFS/InvestmentPolicy.pdf>

### Budgeting Policies

1. The County's fiscal year is January 1 – December 31.
2. All County funds are appropriated in the "Official Budget," which is approved by the County Board. Appropriations are considered the maximum authorization to incur obligations and not a mandate to spend.
3. The County is committed to producing a balanced budget in a timely manner. The County will pay for current expenditures with current revenues, avoiding procedures that balance budgets by postponing needed expenditures, realizing future revenues early, or rolling over short-term debt. A budget is balanced when total appropriations do not exceed total revenues and appropriated fund balance within an individual fund.
4. The budgets for all governmental funds and proprietary funds are presented on a modified accrual basis.
5. The final Budget document must include:
  - a. A statement of financial information including prior year revenue and expenditure totals, and current and ensuing year revenue and expenditure projections; and
  - b. A statement of all moneys in the county treasury unexpended at the termination of the last fiscal year; and
  - c. A statement of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year; and
  - d. Additional information required by [55 ILCS 5/6-1002](#) and state law.
6. The budget may be amended through a Budget Amendment or Budget Transfer which require a 2/3<sup>rd</sup> majority vote (15) of the County Board. Department heads may authorize transfers between non-personnel budget lines in their department budget as long as they do not exceed the total combined appropriation for non-personnel categories; and transfers between personnel lines as long as they do not exceed the total combined appropriation for personnel categories.
7. A General Corporate Fund contingency appropriation will be designated for emergency purchases during the fiscal year. The contingency appropriation goal is 1% of the total anticipated expenditure for the General Corporate Fund. No more than 5% of the total General Corporate Fund Appropriation may be appropriated to contingencies. Money appropriated for contingencies may be used for contingent, incidental,

miscellaneous, or general county purposes, but no part of the amounts so appropriated shall be used for purposes for which other appropriations are made in the budget unless a transfer of funds is authorized by a 2/3<sup>rd</sup> majority vote (15) of the County Board.

8. On an annual basis, the County will prepare a Financial Forecast to include expenditure projections for the current year and the next ~~four~~ five (45) fiscal years at a minimum.

## Revenue Policies

1. The County will strive to maintain diversified and stable revenue sources to shelter it from unforeseeable short-run fluctuations in any one revenue source.
2. The County will estimate its annual revenues by an objective, analytical process. On an annual basis, and in conjunction with expenditure projections, the County will prepare revenue projections for the current year and the next ~~four~~ five (45) fiscal years at a minimum. Each existing and potential revenue source will be re-examined annually.
3. The property tax rates for each levy shall be calculated in accordance with the Property Tax Extension Limitation Law (PTELL).
4. The County charges user fees for items and services, which benefit a specific user more than the general public. State law or an indirect cost study determine the parameters for user fees. The County shall review all fees assessed in its annual budget preparation process to determine the appropriate level of fees for services and recommend any proposed changes to the fees collected to be implemented in the ensuing budget year.
5. To the extent feasible, one-time revenues will be applied toward one-time expenditures and will not be used to finance ongoing programs. Ongoing revenues should be equal to or exceed ongoing expenditures.
6. The Champaign County Board supports efforts to pursue grant revenues to provide or enhance County mandated and non-mandated services and capital needs. Activities which are, or will be, recurring shall be initiated with grant funds only if one of the following conditions are met:
  - a. The activity or service can be terminated in the event the grant revenues are discontinued; or
  - b. The activity should, or could, be assumed by the County's General and recurring operating fund or another identified fund. Departments are encouraged to seek additional sources of revenue to support the services prior to expiration of grant funding. Grant approval shall be subject to the terms and conditions of County Ordinance Number 635, and Ordinance amendments 903 and 920.

## Fund Policies

1. The County's financial structure begins with funds. A fund is a self-balancing accounting entity with revenues and expenditures which are segregated for the purpose of carrying out specific programs in accordance with County policies and certain applicable State and Federal laws. Each fund has at least one Department Budget, which is a group of expenditures that provide for the accomplishment of a specific program or purpose.
2. A major fund is a budgeted fund where revenues or expenditures represent more than 10% of the total appropriated revenues or expenditures.
3. All county funds are included in the Annual Budget Document except the fiduciary funds described below.
  - a. Private Purpose Trust Funds in which the County Engineer acts in a trustee capacity on behalf of townships to use state funding to maintain township roads and township bridges, which resources are not available to support the County's own programs.

- b. Agency Funds held in a custodial capacity for external individuals, organizations, and governments for the purpose of reporting resources, such as property taxes and circuit court fees and fines.
- 4. Governmental funds account for traditional governmental operations that are financed through taxes and other fixed or restricted revenue sources.
  - a. The General Corporate Fund is available for any authorized purpose, and is used to account for all financial resources except those required to be accounted for in another fund. A summary is prepared which lists the amount of General Corporate Fund appropriation for all affected departments. The General Corporate Fund is a Major Fund.
  - b. Special Revenue Funds are used to account for the proceeds of specific sources that are legally restricted to expenditures for a specific purpose.
    - i. Included in the Special Revenue Funds are Debt Service Funds utilized to account for the payment of interest, principal, and related costs on the County's general long-term debt. (In addition to Debt Service Funds, the County also has debt service budgets included in other funds as appropriation based on the purpose of the fund.)
    - ii. Also included in Special Revenue Funds are Capital Project Funds used to account for all expenditures and revenues associated with the acquisition, construction or maintenance of major facilities that are not financed through proprietary funds or funds being held for other governments.
  - c. Proprietary Funds account for certain "business-type" activities of governments that are operated so that costs incurred can be recovered by charging fees to the specific users of these services.
    - i. An enterprise fund is used to account for operations that are financed primarily by User charges. ~~The Nursing Home Fund is the county's only enterprise fund. The County does not have enterprise funds.~~
    - ii. An Internal Service Fund is established to account for the financing of goods and services provided to the County and other agencies on a cost reimbursement basis. The activities of the Self-Funded Insurance Fund and Employee Health Insurance Fund are budgeted and appropriated ~~through the use of~~ using Internal Service Funds.
- 5. A Fund Statement is presented for each fund, which summarizes past and projected financial activity for the fund as follows:
  - a. Revenues presented in line item detail within revenue categories; and
  - b. Expenditures presented in line item detail within major categories – e.g., personnel, commodities, services; and
  - c. Fund Balance including the actual or estimated funds remaining at the end of the fiscal year.

**Commented [TO1]:** The Nursing Home Fund has been reclassified as a special revenue fund.

## Financial Reserves and Surplus

1. The fund balance for each fund shall be reviewed annually, and recommendations for financial reserves and a plan for the use of surplus funds shall be documented.
2. For cash flow purposes due to the timing of property tax revenues and fluctuations in the receipt of state shared revenues, and in order to allow flexibility to respond to unexpected circumstances, the minimum unrestricted fund balance requirement for the General Corporate Fund is ~~45-day~~ two-months or ~~12.5~~ 16.7% of operating expenditures. A plan will be developed to increase the fund balance in instances where an ending audited fund balance is below the ~~45-day~~ two-month minimum requirement. ~~The fund balance target for the General Corporate Fund is two months or 16.7% of operating expenditures.~~

**Commented [TO2]:** GFOA best practice is at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

3. It is the intent of the County to use all surpluses generated to accomplish three goals: meet reserve policies, avoid future debt, and reduce outstanding debt.

## Capital Asset Management and Replacement

1. The Capital Asset Replacement Plan includes a multi-year plan for vehicles, computers, technology, furnishings, and office equipment. It will be updated for the General Corporate Fund departments during the annual budget process. Expenditures will be appropriately amortized and reserves for replacement will be estimated. If the county is unable to appropriate full funding for future reserves, this will be documented in Capital Asset Replacement budget. A five-year forecast for capital asset management and replacement will be developed and updated annually.
2. The Capital Asset Replacement Plan also includes a multi-year plan for the facilities owned and maintained by the County. The County will strive to maintain all assets at a level adequate to protect the County's capital interest and to minimize future maintenance and replacement costs.
3. The County will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted and included in the Capital Asset Replacement Fund plan.
4. The Deputy Director of Finance will review all expenditures from the Capital Asset Replacement Fund and is authorized, in addition to the County Executive, to approve all expenditures from the Capital Asset Replacement Fund in compliance with the multi-year plan and policies established by the County Board. No more than 3% of the equalized assessed value of property subject to taxation by the county may be accumulated in a separate fund for the purpose of making specified capital improvements.
5. The Auditor maintains a fixed asset inventory of furniture, equipment, buildings, and improvements with a value of greater than \$5,000 and a useful life of one year or more.

## Debt Management

1. When applicable, the County shall review its outstanding debt for the purpose of determining if the financial marketplace will afford the County the opportunity to refund an issue and lessen its debt service costs. ~~In order to~~ consider the possible refunding of an issue, a Present Value savings of three percent over the life of the respective issue, at a minimum, must be attainable.
2. The County will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.
3. When the county finances capital projects by issuing bonds, it will pay back the bonds within a period not to exceed the estimated useful life of the project.
4. The County will strive to have the final maturity of general obligation bonds at, or below, thirty years.
5. Whenever possible, the County will use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds, so those benefiting from the improvements will bear all or part of the cost of the project financed.
6. The County will not use long-term debt for current operations.
7. The County will maintain good communications with bond rating agencies regarding its financial condition. The County will follow a policy of full disclosure on every financial report and borrowing prospectus.

8. The County will comply with continuing disclosure requirements established by Securities and Exchange Commission Rule 12c2-12, and the continuing disclosure agreements required by its bond issues. The County may wish to engage the services of a Dissemination Agent to assist with its continuing disclosure obligations.

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## Accounting, Auditing, and Investment

1. The County follows Generally Accepted Accounting Principles (GAAP).
2. State statutes require an annual audit by independent certified public accountants. A comprehensive annual financial report shall be prepared to the standards set by the Government Finance Officers Association (GFOA).
3. The County uses an accounts receivable system to accrue revenues when they are available and measurable for governmental fund types. Departments should bill appropriate parties for amounts owed to Champaign County, review aging reports, complete follow-up information about the account, and monitor all accounts receivables.
4. The County Treasurer is responsible for investment of all Champaign County funds. With County Board approval, the Treasurer may make a short-term loan of idle monies from one fund to another, subject to the following criteria:
  - a. Such loan does not conflict with any restrictions on use of the source fund; and
  - b. Such loan is to be repaid to the source fund within the current fiscal year.

## Purchasing and Encumbrances

1. An encumbrance system is maintained to account for commitments resulting from purchase orders and contracts. Every effort will be made to ensure that these commitments will not extend from one fiscal year to the next. Any emergency encumbrances, which do extend into the next fiscal year, shall be subject to appropriation in the next year's budget. Encumbrances at year - end do not constitute expenditures or liabilities in the financial statements for budgeting purposes.
2. All items with an expected value of \$30,000 or more must be competitively bid with exceptions for professional services (other than engineering, architectural or land surveying services which will follow Quality Based Selection (QBS) requirements established in 50 ILCS 510). Additional competitive bid requirements may apply by statute or as a condition of using funds from an outside source.
3. All purchases over the respective limit of \$30,000, which require the use of either formal bids or requests for proposals, must be approved by the full Champaign County Board.
4. The Champaign County Purchasing Policy Ordinances Number 897 and 902, establish the procedures to be followed in all purchasing activities.

## Risk Management

1. ~~In order to~~To forecast expenditures for its self-funded insurance program for workers compensation and liability, the county hires an actuarial consulting firm to review loss history and recommend funding taking into consideration claims, fixed costs, fund reserves, and national trends.
2. The County strives to maintain the actuary-recommended fund balance, defined as the Discounted Actuarial Central Estimate of Unpaid Claim Liability.

## Salary Administration

1. The County Personnel Policy includes Salary Administration Guidelines.
2. The County Executive is responsible for computing salaries and fringe benefits costs for all departments.
3. Increases for non-bargaining employees will be established by the Finance Committee at the beginning of the budget cycle and forwarded to the County Board for inclusion in the annual budget.

RESOLUTION NO. 2021-167

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/5 authorizes public agencies to contract with each other to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges or authority that any of the public agencies is authorized by law to perform; and

WHEREAS, The County of Champaign and the Champaign-Urbana Public Health District wish to enter into an agreement to remediate the Coronavirus Pandemic; and

WHEREAS, Champaign-Urbana Public Health District has unspent grant funds; and

WHEREAS, the County of Champaign wishes to enter into an agreement with the Champaign-Urbana Public Health District to transfer the unspent grant funds; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Champaign County, Illinois that the County Executive is hereby authorized to execute an intergovernmental agreement with the Champaign-Urbana Public Health District to transfer unspent grant funds.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20<sup>th</sup> day of May A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive  
Date: \_\_\_\_\_

RESOLUTION NO. 2021-168

RESOLUTION APPOINTING KATHRYN STACEY TO THE  
LOCUST GROVE CEMETERY ASSOCIATION

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

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Kathryn Stacey to the Locust Grove Cemetery Association for a term ending June 30, 2024; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Kathryn Stacey, 106 S. Adams St., Philo, IL 61864.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_

RESOLUTION NO. 2021-169

RESOLUTION APPOINTING DEREK WINSTANLEY TO THE  
URBANA-CHAMPAIGN SANITARY DISTRICT BOARD

WHEREAS, Darlene A. Kloeppel, County Executive, has submitted to the County Board her appointment of Derek Winstanley to the Urbana-Champaign Sanitary District Board; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 2405/3; and

WHEREAS, Such appointment mandates that Derek Winstanley as Trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000.00 pursuant to 70 ILCS 2405/3; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Derek Winstanley to the Urbana-Champaign Sanitary District Board for a term commencing June 1, 2021 and ending May 31, 2024;

BE IT FURTHER RESOLVED That Derek Winstanley shall enter a bond in an amount hereby fixed as \$1,000.00; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Derek Winstanley, 2901 Valley Brook Dr., Champaign, IL 61822.

PRESENTED, ADOPTED, APPROVED, by the County Board this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive  
Date: \_\_\_\_\_

RESOLUTION NO. 2021-170

RESOLUTION APPOINTING STEVE PARRISH TO THE  
PENFIELD WATER DISTRICT

WHEREAS, Darlene A. Kloepfel, County Executive, has submitted to the County Board her appointment of Steve Parrish to the Penfield Water District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3705/4; and

WHEREAS, Such appointment mandates that Steve Parrish as trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Steve Parrish to the Penfield Water District for a term of June 1, 2021 to May 31, 2026; and

BE IT FURTHER RESOLVED that Steve Parrish shall enter a bond in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Steve Parrish, 117 East St., Penfield, IL 61862.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_

RESUME OF MINUTES OF A REGULAR MEETING OF THE  
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS  
April 22, 2021

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, April 22, 2021, at 6:30 PM in the Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois and remote participation via Zoom due to social distancing necessitated by the Coronavirus, with County Executive Darlene Kloeppel presiding, Matthew Cross as Clerk of the meeting.

**ROLL CALL**

Roll call showed the following members present: King, Lokshin, McGuire, Michaels, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Cowart, Esry, Fortado, Goss, Harper, Humphrey, and Patterson – 21; absent: none. County Executive Kloeppel declared a quorum present and the Board competent to conduct business. No board members were physically present at the Brookens Administrative Center; all members were remote via Zoom. Due to the remote attendance situation all voting must be by roll call, per Illinois Public Act 101-0640, approved by Governor Pritzker June 12, 2020.

**PRAYER & PLEDGE OF ALLEGIANCE**

County Executive Kloeppel read a prayer from the *Iona Abbey Worship Book* and 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 April 1, April 8, and April 15, 2021.

**APPROVAL OF AGENDA/ADDENDA**

Board Member Thorsland offered a motion to approve the Agenda/Addenda; Board Member Goss seconded. Motion carried by unanimous roll-call vote.

Yeas: King, Lokshin, McGuire, Michaels, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Cowart, Esry, Fortado, Goss, Harper, Humphrey, and Patterson – 21

Nays: None

Champaign County Board  
April 22, 2021

### **ADOPTION OF RESOLUTION NO. 2021-153**

Board Member Taylor offered a motion to adopt Resolution No. 2021-153 appointing Samantha Carter in District 6 to fill Cameron Raab's unexpired term ending November 30, 2022; Board Member Thorsland seconded. Motion carried by unanimous roll-call vote.

Yeas: King, Lokshin, McGuire, Michaels, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Cowart, Esry, Fortado, Goss, Harper, Humphrey, and Patterson –  
21

Nays: None

### **ADMINISTRATION OF OATH OF OFFICE**

Immediately upon the adoption of Resolution No. 2021-153, County Clerk Ammons administered the oath of office to Board Member Carter.

### **DATE/TIME OF NEXT MEETINGS**

#### **Standing Committees:**

- A. County Facilities Committee Meeting  
Tuesday, May 4, 2021 6:30 PM  
Lyle Shields Meeting Room
- B. Environment & Land Use Committee Meeting  
Thursday, May 6, 2021 at 6:30 PM  
Lyle Shields Meeting Room
- C. Highway & Transportation Committee Meeting  
Friday, May 7, 2021 at 9:00 AM  
1605 E Main Street, Urbana

#### **Committee of the Whole:**

- A. Study Session – Finance Committee  
Tuesday, April 27, 2021 at 6 PM  
Lyle Shields Meeting Room
- B. Justice & Social Services; Policy, Personnel, & Appointments; Finance  
Tuesday, May 11, 2021 at 6:30 PM  
Lyle Shields Meeting Room

#### **County Board:**

- A. Regular Meeting  
Thursday, May 20, 2021 at 6:30 PM  
Lyle Shields Meeting Room

Champaign County Board  
April 22, 2021

## **PUBLIC PARTICIPATION**

All public participation was remote via Zoom.

County Recorder Ingram offered his congratulations to Board Member Carter and welcomed her to his former board seat. He noted Board Member Carter is the 20<sup>th</sup> black board member in Champaign County; he then read the names of all that preceded her. He also noted Board Member Carter is the second cousin of Lloyd Carter, Jr.

County Executive noted the live meetings are no longer available on the IBM streaming webcast.

Clerk Ammons requested to speak. County Executive Kloeppel and Board Chair Patterson debated if Public Participation was an appropriate venue for an elected official to speak; Board Chair Patterson noted that the board rules do not disallow elected officials from speaking in Public Participation. Board Member McGuire notes that the Public Participation forum does not allow board members to respond. County Executive Kloeppel permitted Clerk Ammons to proceed. Clerk Ammons gave an update on election expenditures: noting a significant savings of more than \$400,000 to the county and grants that covered additional expenditures, for a total savings to the county of approximately \$800,000.

## **CONSENT AGENDA**

Board Member Lokshin offered a motion to approve the Consent Agenda, comprising of 26 resolutions (Res. Nos. 2021-122, 2021-123, 2021-124, 2021-125, 2021-126, 2021-127, 2021-128, 2021-129, 2021-130, 2021-131, 2021-132, 2021-133, 2021-134, 2021-135, 2021-136, 2021-137, 2021 138, 2021-139, 2021-140, 2021-141, 2021-142, 2021-143, 2021-144, 2021-146, 2021-147, and 2021-148) and 1 ordinance (Ord. No. 2021-5); Board Member King seconded. Motion carried by unanimous roll-call vote.

Yeas: King, Lokshin, McGuire, Michaels, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Carter, Cowart, Esry, Fortado, Goss, Harper, Humphrey, and Patterson – 22

Nays: None

## **COMMUNICATIONS**

Board Member Goss spoke on the need to resume in-person board meetings, with precautions, as much of the county has been vaccinated.

Champaign County Board  
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Board Member Humphrey spoke about gun violence in the community as a systemic problem and suggested that underlying contributors should be addressed in the upcoming study session for the Finance Committee.

Board Chair Patterson asked why the meetings are no longer being streamed via IBM, leaving Facebook Live as the only available streaming of the meetings, and that not all past meetings are available on Facebook. County Executive Kloeppel stated IBM has ceased operations and the County is exploring other options; the unavailability of past meetings is due to technical issues with the recording.

Board Member McGuire spoke about gun violence and crime, noting that patrol officers are underfunded and over-regulated.

Board Member Thorsland thanked Board Member Goss for his positive message on proactive COVID precautions and spoke on the necessity of both taking safety precautions and vaccinations.

Board Member Carter spoke about gun violence and noted that solutions are not singular, requiring both the community and police to be proactive.

Board Member Passalacqua agreed with and thanked Board Member Carter for speaking on a holistic approach to community violence.

### **APPROVAL OF MINUTES**

Board Member Goss offered a motion to approve the minutes of the Regular Meeting of the County Board of March 18, 2021; Board Member Taylor seconded. Motion carried by unanimous roll-call vote.

Yeas: King, Lokshin, McGuire, Michaels, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Carter, Cowart, Esry, Fortado, Goss, Harper, Humphrey, and Patterson – 22

Nays: None

### **LITIGATION COMMITTEE**

Board Member Thorsland offered a motion to adopt Resolution No. 2021-154 authorization for full and final release of all claims; Board Chair Patterson seconded. Motion carried by unanimous roll-call vote.

Yeas: King, Lokshin, McGuire, Michaels, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Carter, Cowart, Esry, Fortado, Goss, Harper, Humphrey, and Patterson – 22

Nays: None

Champaign County Board  
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## **STANDING COMMITTEES**

### **COUNTY FACILITIES**

County Executive Kloeppel noted the Summary of Action Taken for Facilities on April 7, 2021, was received and placed on file.

### **ENVIRONMENT AND LAND USE**

County Executive Kloeppel noted the Summary of Action Taken for Environment and Land Use on April 8, 2021, was received and placed on file.

Board Member Thorsland offered a motion to adopt Resolution No. 121 opposing SB1602 amending the counties code to add requirements for commercial wind energy facilities, amended to insert a new point 1 under “NOW, THEREFORE, THEREFORE BE IT RESOLVED ...”, to read “The Champaign County Board opposes SB1602, amending the Counties Code to add Requirements for Commercial Wind Energy Facilities.” The original point 1 (“The County Executive is hereby directed ...”) moved down to become point 2; Board Chair Patterson seconded. Board Chair Patterson noted future wind energy regulations will be tied into an upcoming county omnibus energy package. Motion carried by unanimous roll-call vote.

Yeas: King, Lokshin, McGuire, Michaels, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Carter, Cowart, Esry, Fortado, Goss, Harper, Humphrey, and Patterson – 22

Nays: None

### **HIGHWAY & TRANSPORTATION**

County Executive Kloeppel noted the Summary of Action Taken for Highway and Transportation on April 9, 2021, was received and placed on file.

## **AREAS OF RESPONSIBILITY**

County Executive Kloeppel noted the Summary of Action taken for the Committee of the Whole (Justice & Social Services; Finance; Policy, Personnel, & Appointments) of April 13, 2021, was received and placed on file.

### **POLICY, PERSONNEL, & APPOINTMENTS**

Board Member Stohr offered a motion to adopt Resolution No. 2021-145 designating Meeting Room 1as Shields-Charter Meeting Room; Board Member

Champaign County Board  
April 22, 2021

Carter seconded. Board Member Carter praised the board for the resolution honoring former board member Lloyd Carter, Jr. Board Member McGuire took issue with the process and evaluation of qualifications in naming rooms after individuals. Board Member Summers read a statement from Illinois Treasurer (and former board member) Michael Frerichs in support of the resolution and praising Lloyd Carter, Jr. Board Chair Patterson took objection to Board Member McGuire's statement on qualifications; Board Member McGuire took offense to the perceived insult. Motion carried by roll-call vote.

Yeas: King, Lokshin, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Carter, Cowart, Fortado, Goss, Harper, Humphrey, and Patterson – 19

Nays: McGuire, Michaels, and Esry – 3

### FINANCE

Board Member Fortado offered a motion to adopt Resolution No. 2021-149 amending the schedule of authorized positions for the Champaign County Clerk's Office – Director of Operations; Board Chair seconded. Motion carried by roll-call vote.

Yeas: King, Lokshin, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Carter, Cowart, Fortado, Humphrey, and Patterson – 17

Nays: McGuire, Michaels, Esry, Goss, and Harper – 5

### NEW BUSINESS

Board Member Summers offered an omnibus motion to adopt Resolutions No. 2021-150 authorizing purchases not following purchasing policy and No. 2021-151 authorizing payment of claims; Board Member Fortado seconded. Motion carried by roll-call vote.

Yeas: King, Lokshin, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Carter, Cowart, Fortado, Humphrey, and Patterson – 15

Nays: McGuire, Michaels, Passalacqua, Paul, Esry, Goss, and Harper – 7

Board Chair Patterson offered a motion to adopt Resolution No. 2021-152 authorizing interfund loans from fund reserves to other funds; Board Member King seconded. Board Member Michaels asked about the election assistance portion; County Auditor Danos was invited to join the discussion, and he stated that the resolution is strictly an accounting procedure relating to the previous fiscal year. Board Member Fortado notes that it is reimbursement for grant funds from the prior year. Board Member Goss asked why the fund transfer was on the April agenda and not December or January, and Board Member Michaels asked if it was dependent on the tax cycle. Auditor Danos stated the April timing is correct, as it follows all year-end bookkeeping (the equivalent

Champaign County Board  
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resolution in 2020 was on the May agenda, a month late), and the interfund loans do not point to any financial problems within the county. Board member Fortado noted that the county cash reserves are fine. Motion carried by roll-call vote.

Yeas: King, Lokshin, McGuire, Michaels, Passalacqua, Paul, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons, Carter, Cowart, Esry, Fortado, Goss, Humphrey, and Patterson – 21

Nays: Harper – 1

Board Member Fortado offered a motion to adopt Resolution No. 2021-155 authorizing the execution of an agreement to participate in a minimum guarantee fund for the University of Illinois – Willard Airport; Board Member Stohr seconded. Board Member Passalacqua questioned spending \$15,000 for Champaign to Washington, DC flights and asked how it might benefit the community. County Executive Kloeppel stated the money would not necessarily be spent but would be put up as a guarantee and would only be needed in the event the minimum number of passengers is not met; she also noted that it would not just mean flights to Washington, DC but also access to connecting flights through Washington, DC. Board Member McGuire asked if the county has any voice in the funding or future guarantees; County Executive stated that she sits on the airport advisory committee representing the County. Board Member Summers noted the benefits to the community by the ease of access. Board Member Fortado stated that access to transportation drives economic growth and Willard Airport is limited with just flights to Chicago and Dallas, both located in the central US. Board Member Goss stated there is no need for a direct flight to Washington, DC and that due to the coronavirus, there is less need for travel in general. Board Member Harper stated that he was involved in an airport study 8-10 years ago and it was determined that Willard cannot maintain demand for flights nor compete with Bloomington's Central Illinois Regional Airport (CIRA) which receives tax funding from McLean County. Board Member Harper also stated that he wants more commitment from county businesses; County Executive Kloeppel replied that county partners have committed a total of approximately \$1 million and the county contribution is only a small portion. Board Member Fortado asked about the timing and if future federal funding could be used; County Executive Kloeppel stated the need to commit to the funding now. Board Member McGuire asked what fund the \$15,000 would be drawn from and if the resolution would require 15 votes; County Executive Kloeppel states that the resolution is only a commitment to the funding and would not require 15 votes, however, the future resolution to execute the money transfer would require 15 votes, but she would have no objections to attaching a 15-vote requirement for Resolution No. 2021-155. Board Member Passalacqua asked if there is a report indicating demand for Washington, DC flights; County Executive Kloeppel stated the airport has report showing Washington, DC as the highest target market for direct flights. Board Member Paul stated that if Willard were to compete with CIRA, it would take more than one additional flight route, but this would be a good start. Motion carried by roll-call vote and exceeded the 15-vote minimum.

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Yeas: King, Lokshin, Passalacqua, Paul, Rodriguez, Stohr, Straub,  
Summers, Taylor, Thorsland, Wolken, Ammons, Carter, Cowart,  
Esry, Fortado, Humphrey, and Patterson – 18  
Nays: McGuire, Michaels, Goss, and Harper – 4

County Executive Kloeppel raised the discussion of a property tax interest waiver. Board Member Fortado stated prior discussions indicated that an interest waiver would be too narrow to be sufficient to actually provide aide and would ultimately penalize entities like schools that are dependent on property taxes for funding; she suggested using federal funding to address needs with creating the county budget. Board Member Paul asked if the interest will still be charged; Board Member Fortado replied that the interest will be calculated but the federal funding will be used for targeted assistance.

**OTHER BUSINESS**

Board Member Michaels offered a motion to keep closed the minutes of closed sessions; Board Member Thorsland seconded. County Executive stated the State's Attorney's office did not recommend any need to review any closed session minutes. Motion carried by unanimous roll-call vote.

Yeas: King, Lokshin, McGuire, Michaels, Passalacqua, Paul, Rodriguez,  
Stohr, Straub, Summers, Taylor, Thorsland, Wolken, Ammons,  
Carter, Cowart, Esry, Fortado, Goss, Harper, Humphrey, and  
Patterson – 22  
Nays: None

**DISCUSSION/INFORMATION ONLY**

County Executive Kloeppel noted that the county COVID testing at the State Farm Center is up and running but so far has received little interest.

**ADJOURNMENT**

County Executive Kloeppel adjourned the meeting at 8:09 P.M.



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



**CHAMPAIGN COUNTY BOARD  
FACILITIES COMMITTEE AGENDA  
County of Champaign, Urbana, Illinois**

Tuesday, May 4, 2021 at 6:30  
Lyle Shields Meeting Room  
Brookens Administrative Center  
1776 E. Washington St., Urbana, IL 61802

**Action Taken**

**Agenda**

- |  |   |
|--|---|
| I. Call to Order and Roll Call   | 6:31 P.M. (five Members Present via Zoom, two physically present) |
| II. Approval of Agenda/Addenda   | Approved  |
| III. Approval of Minutes – April 7, 2021   | Approved as distributed   |
| IV. Public Participation   | None  |
| V. Communications  | None  |
| VI. New Business   |   |
| A. Discussion and Approval of Contract Award for County Highway Maintenance and ILEAS Roof Replacement Projects – Reifsteck & Reid Architecture. | *Approved by Roll Call Vote                                       |
| B. Discussion and Approval of Hail Damaged HVAC Equipment Replacement Project Bid Documents – GHR Engineers.                                     | Approved by Roll Call Vote  |
| C. Discussion and Approval of Courthouse Asphalt Shingle Replacement Project Bid Documents – Bailey Edward Architecture.                         | Approved by Roll Call Vote  |

- |       |  |   |
|-------|--|---|
| D.    | Discussion of Approval of Satellite Jail HVAC Replacement Project Bid Documents – GHR Engineers. | Approved by Roll Call Vote                  |
| E.    | Discussion and Approval of Lease Agreement with the Urbana Park District for Space at Brookens.  | *Approved by Roll Call Vote                 |
| F.    | Discussion of World War II Service Plaques recently refurbished and hung at Brookens.            | Discussion                                  |
| VII.  | Other Business   | Maintenance and Construction 5/1/21-4/30/21 |
| VIII. | Presiding Officer’s Report   | None  |
| A.    | Future Meeting – <b>Tuesday, June 8, 2021 @ 6:30pm</b>   |   |
| IX.   | Designation of Items to be Placed on the Consent Agenda  | *VI. A and E                                |
| X.    | Adjournment  | The Meeting adjourned at 7:10 P.M.          |

**\*Denotes inclusion on the consent agenda**



**CHAMPAIGN COUNTY BOARD**  
**ENVIRONMENT and LAND USE COMMITTEE Action Plan**  
**Summary of Action Taken at the May 6, 2021 Meeting**

Members Present: Stephanie Fortado, Mary King, Kyle Patterson, Jacob Paul, Chris Stohr and Eric Thorsland  
Members Absent: Aaron Esry

<b>Agenda – This meeting was conducted remotely</b>	<b>Action</b>
I. Call to Order	6:31 p.m.
II. Roll Call	6 members present
III. Approval of Agenda/Addendum	Approved
IV. Approval of Minutes A. April 8, 2021	Approved
V. Public Participation Accepted remotely through Zoom	Scott Trumbull – available for questions about Subdivision Case 205-21 Barney Bryson – Bee issue Derald Seeds – Continuing concerns about the bee issue
VI. Communications	None
VII. <u>New Business: For Information Only</u>	
A. Champaign County Solid Waste Management – Information Series (Part 5 of 5)	Discussion only
Online registration Open for May 22 Residential Electronics Collection	Discussion only
VIII. <u>New Business: Items to be approved by ELUC</u>	
A. Authorization for Public Hearing on Proposed Zoning Ordinance Text Amendment to Add Requirements for Beekeeping in Residential districts.	The motion passed unanimously.
IX. <u>New Business: Items to be Recommended to the County Board</u>	
A. Subdivision Case 205-21: Trumbull Subdivision – Final Plat Approval of a One-Lot Minor Subdivision located in the Southeast Quarter of the Northeast Quarter of Section 33 Of T21N-R14W of the Third Principal Meridian and Commonly known as the open land west of and adjacent To the house at 2096 CR1850N, St. Joseph.	<b><i>*Recommend County Board Approval</i></b>

**CHAMPAIGN COUNTY BOARD  
ENVIRONMENT and LAND USE COMMITTEE (ELUC)  
May 6, 2021 Action Plan**

- |       |  |   |
|-------|--|---|
| B.    | Annual Facility Inspection Report for the period 4/1/20 – 3/31/21 for Champaign County’s National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Storm Water Discharge Permit with the Illinois Environmental Protection Agency IEPA | <b><i>*Recommend County Board Approval</i></b>      |
|       |  |   |
| X.    | Other Business   |   |
|       | A. Monthly Reports   | Received and Placed on File                         |
|       | i. February 2021   |   |
|       |  |   |
| XI.   | Chair’s Report   | None – Took straw poll on meeting in person in June |
|       |  |   |
| XII.  | Designation of Items to be Placed on the Consent Agenda  | IX. A. and B.                                       |
|       |  |   |
| XIII. | Adjournment  | 7:32 p.m.   |

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

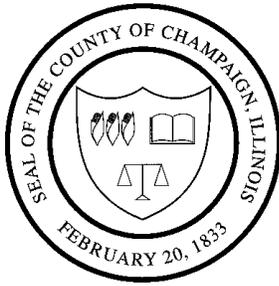


**CHAMPAIGN COUNTY BOARD  
HIGHWAY & TRANSPORTATION COMMITTEE  
Summary of Action Taken at the May 7, 2021 Meeting**

**MEMBERS PRESENT:** Lorraine Cowart (Chair), Titianna Ammons, Samantha Carter, Jim McGuire, Diane Michaels, Jennifer Straub  
**MEMBERS ABSENT:** Brad Passalacqua

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	9:02 AM
II. Roll Call	6 Committee members present, 1 absent
III. Approval of Agenda/Addenda	Approved
IV. Approval of Minutes – April 9, 2021	Approved
V. Public Participation	None
VI. Zoom Link	None
VII. Communications	None
VIII. County & Township Motor Fuel Tax Claims- April 2021	Received and placed on file
IX. Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund, Rantoul Township, #21-20111-00-BR	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund, Rantoul Township, #21-20111-00-BR</i></b>
X. Resolution Awarding of Contract for a Railroad Crossing Upgrade on County Road 2200N and Appropriating \$110,000.00 from County Highway Funds for Section #15-25442-00-SP	<b><i>* RECOMMEND COUNTY BOARD APPROVAL of Resolution Awarding of Contract for a Railroad Crossing Upgrade on County Road 2200N and Appropriating \$110,000.00 from County Highway Funds for Section #15-25442-00-SP</i></b>
XI. Resolution for Contract Award Authority Road Striping 2021	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of Resolution for Contract Award Authority Road Striping 2021</i></b>
XII. Other Business	-Mr. Blue discussed a Budget Amendment for the County's Final Share for a completed project on CH 13 -Mr. Blue informed the committee of a scheduled press conference by the Illinois Governor to highlight 2 projects in Champaign County using REBUILD Illinois Funds





**CHAMPAIGN COUNTY BOARD**  
**COMMITTEE OF THE WHOLE**  
*Finance/ Policy, Personnel, & Appointments/Justice & Social Services Action Plan*  
 County of Champaign, Urbana, Illinois  
 Tuesday, May 11, 2021 at 6:30 p.m.  
 Shields-Carter Meeting Room/Zoom  
 Brookens Administrative Center  
 1776 East Washington Street, Urbana, Illinois

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<b><u>Agenda Items</u></b>	<b><u>Action</u></b>
<b>I. <u>Call to Order</u></b>	6:31 p.m.
<b>II. <u>Roll Call</u></b>	21 members present
<b>III. <u>Approval of Agenda/Addenda</u></b>	Approved
<b>IV. <u>Approval of Minutes</u></b>	
A. April 13, 2021 – Regular Meeting	Approved
<b>V. <u>Public Hearing</u></b>	
A. Pursuant to the requirements of Section 147(f) of the Internal Revenue Code, as amended, on the plans to issue Capital Improvement Revenue Refunding Bond, Series 2021 (Countryside School Project) in the amount not to exceed \$2,000,000	No public comment
<b>VI. <u>Public Participation</u></b>	Trisha Crowley
<b>VII. <u>Communications</u></b>	Brad Passalacqua, Jennifer Straub, Jordan Humphrey, Jim Goss, Jim McGuire and Emily Rodriguez
<b>VIII. <u>Justice and Social Services</u></b>	
A. Monthly Reports – All reports are available on each department’s webpage through the department reports page	Received and placed on file
• Probation & Court Services – March 2021 & First Quarter report	
• Public Defender – February, March & April 2021	
• Emergency Management Agency – March 2021	
• Animal Control – January & February 2021	
• Head Start – January & February 2021	
B. Rosecrance Re-Entry Financial Report – March 2021	Information only
C. <u>Other Business</u>	None
D. <u>Chair’s Report</u>	None

E. Designation of Items to be Placed on the Consent Agenda None

**IX. Finance**

A. Budget Amendments/Transfers

- |  |  |
|--|--|
| <p>1. Budget Amendment 21-00016<br/> Fund 089 County Public Health Fund / Dept 049 Board of Health<br/> Increased Appropriations: \$321,258<br/> Increased Revenue: \$321, 258<br/> Reason: COVID mass vaccination grant funding awarded to Public Health Department from State of Illinois \$290,000. Increased local health protection grant funding \$31,258.</p>   | <p><b>*RECOMMEND COUNTY BOARD APPROVAL of a resolution approving budget amendment 21-00016</b></p> |
| <p>2. Budget Amendment 21-00017<br/> Fund 080 General Corporate / Dept 040 Sheriff<br/> Increased Appropriations: \$67,834<br/> Increased Revenue: \$67,834<br/> Reason: Increased grant funding to cover increased FY21 expenditures for the new Records Management (RMS) implementation (see attached memo).</p>   | <p><b>*RECOMMEND COUNTY BOARD APPROVAL of a resolution approving budget amendment 21-00017</b></p> |
| <p>3. Budget Amendment 21-00019<br/> Fund 103 Hwy Fed Aid Matching Fund / Dept 060 Highway<br/> Increased Appropriations: \$345,297<br/> Increased Revenue: \$0<br/> Reason: Request for budget amendment for final county share of CH 13 Section #17-0/445-00-RS. Agreement executed with the State of IL on 7/25/2018. \$350,000 was carried in the federal aid FY 2020 budget. The final invoice was received on 04/15/2021. Grant funding of \$2,300,000 was received. The total project cost was \$2,645,297.</p> | <p><b>*RECOMMEND COUNTY BOARD APPROVAL of a resolution approving budget amendment 21-00019</b></p> |

B. Treasurer

- |  |                                    |
|--|------------------------------------|
| <p>1. Monthly Report – April 2021 – Reports are available on the Treasurer’s webpage</p> | <p>Received and placed on file</p> |
|--|------------------------------------|

C. Auditor

- |  |                                    |
|--|------------------------------------|
| <p>1. Monthly Report – April 2021 - Reports are available on the Auditor’s webpage</p> | <p>Received and placed on file</p> |
| <p>2. Update from the Auditor</p>  | <p>Information only</p>            |

- D. County Executive
1. Resolution adopting the Champaign County Financial Policies ***\*RECOMMEND COUNTY BOARD APPROVAL of a resolution adopting the Champaign County Financial Policies***
  2. FY2022 County Budget Process Information only
  3. Intergovernmental Agreement between the Champaign-Urbana Public Health District and Champaign County, for the allotment transfer of local CURE funding ***\*RECOMMEND COUNTY BOARD APPROVAL of a resolution authorizing the County Executive to sign an intergovernmental agreement with the Champaign-Urbana Public Health District for CURE funding***
- E. Other Business
1. Request for public input on American Rescue Plan Act Funds Information only
- F. Chair's Report Congratulations to Ms. Ammons
- G. Designation of Items to be Placed on the Consent Agenda IX. A. 1, 2, 3, D. 1, 3
- X. **Policy, Personnel, & Appointments**
- A. County Executive
1. Monthly HR Report – April 2021 Received and placed on file
  2. Appointments/Reappointments
    - a. Resolution appointing Kathryn Stacey to the Locust Grove Cemetery Association, unexpired term ending 6/30/2024 ***\*RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Kathryn Stacey to the Locust Grove Cemetery Association***
    - b. Resolution appointing Derek Winstanley to the Urbana-Champaign Sanitary District, term 6/1/2021-5/31/2024 ***\*RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Derek Winstanley to the Urbana-Champaign Sanitary District***
    - c. Resolution appointing Steve Parrish to the Penfield Public Water District, term 6/1/2021-5/31/2026 ***\*RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Steve Parrish to the Penfield Public Water District***
    - d. Resolution appointing Meghan Hennesy to the Sangamon Valley Public Water District, term 6/1/2021-5/31/2026 **RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Meghan Hennesy to the Sangamon Valley Public Water District**

- |    |   |  |
|----|---|--|
| e. | Resolution appointing Colleen Schultz to the Sangamon Valley Public Water District, term 6/1/2021-5/31/2026   | <b>RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Colleen Schultz to the Sangamon Valley Public Water District</b> |
| f. | Resolution appointing Olen Parkhill to the Sangamon Valley Public Water District, unexpired term ending 5/31/2024   | Not approved   |
| g. | Currently vacant appointments – full list and information is available on the County’s website  | Information only   |
| h. | Applications for open appointments ( <i>italics indicates incumbent</i> )   | Information only   |
|    | i. Locust Grove Cemetery Association – 2 positions – term 7/1/2021-6/30/2027 <ul style="list-style-type: none"><li>• <i>Dirk Rice</i></li></ul>   |  |
|    | ii. Bailey Memorial Cemetery Association – 2 positions – one term 7/1/2021-6/30/2027 and one unexpired term ending 6/30/2024 <ul style="list-style-type: none"><li>• <i>James Wilson</i></li></ul>                  |  |
|    | iii. Prairie View Cemetery Association – 3 positions – term 7/1/2021-6/30/2027 <ul style="list-style-type: none"><li>• <i>Phillip Van Ness</i></li><li>• <i>Craig Wise</i></li><li>• <i>Edward Fiscus</i></li></ul> |  |
|    | iv. Craw Cemetery Association – 1 position – term 7/1/2021-6/30/2027 <ul style="list-style-type: none"><li>• <i>Kevin Reifsteck</i></li></ul>   |  |
|    | v. East Lawn Memorial Burial Park Association – 5 positions – two terms 7/1/2021-6/30/2027 <ul style="list-style-type: none"><li>• <i>Douglas Short</i></li><li>• <i>David Short</i></li></ul>                      |  |
|    | vi. County Board of Health – 3 positions – term 7/1/2021-6/30/2024 <ul style="list-style-type: none"><li>• <i>Krista Jones</i></li><li>• <i>Dottie Vura-Weis</i></li></ul>  |  |
|    | vii. Developmental Disabilities Board – 2 positions – term 7/1/2021-6/30/2024 <ul style="list-style-type: none"><li>• <i>Kim Wolowiec-Fisher</i></li><li>• <i>Georgiana Schuster</i></li></ul>                      |  |

viii.	Champaign County Forest Preserve District – 1 position – term 7/1/2021-6/30/2026 • <i>Bill Goodman</i>	Information only
ix.	Rural Transit Advisory Group – 1 position – unexpired term ending 12/31/2022 • Rovee Fabi	
3.	Request for Job Content Evaluation Committee to review a Senior Zoning Technician position for the Planning and Zoning Department	Forwarded to the Job Content Evaluation Committee
4.	Request for Job Content Evaluation Committee to review an Assistant Animal Control Director position for the Animal Control Department	Forwarded to the Job Content Evaluation Committee
5.	County Executive’s recommendation for a redistricting map	Discussion only
B. County Board		
1.	County Board member compensation for the 2021 Apportionment Plan	Discussion only
a.	Per diem rate for County Board, Committee of the Whole, Standing Committees and Study Sessions	
b.	Per diem rate for Special committees, sub-committees, and labor negotiation sessions	
c.	County Board Chair annual salary amount	
C. County Clerk		
1.	Monthly Report – April 2021	Received and placed on file
D. <u>Other Business</u>		
		None
E. <u>Chair’s Report</u>		
		None
F. <u>Designation of Items to be Placed on the Consent Agenda</u>		
		X. A. 2. a, b, c
<b>XI. <u>Other Business</u></b>		
		None
<b>XII. <u>Adjournment</u></b>		
		8:14 p.m.

*\*Denotes inclusion on the consent agenda*

RESOLUTION NO. 2021-171

RESOLUTION APPOINTING MEGHAN HENNESY TO THE  
SANGAMON VALLEY PUBLIC WATER DISTRICT

WHEREAS, Darlene A. Kloepfel, County Executive, has submitted to the County Board her reappointment of Meghan Hennesy to the Sangamon Valley Public Water District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3705/4; and

WHEREAS, Such appointment mandates that Meghan Hennesy as trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the reappointment of Meghan Hennesy to the Sangamon Valley Public Water District for a term beginning June 1, 2021 and ending May 31, 2026; and

BE IT FURTHER RESOLVED that Meghan Hennesy shall enter a bond in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Meghan Hennesy, 1809 E. West Lake Dr., Mahomet, IL 61853.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20<sup>th</sup> day of May A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_



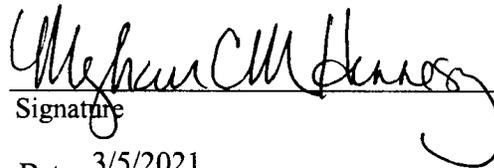
6. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)  Yes  No If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Would you be available to regularly attend the scheduled meeting of the appointed body?  Yes  No If no, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the Office of the County Executive.

  
\_\_\_\_\_  
Signature

Date: 3/5/2021  
\_\_\_\_\_

RESOLUTION NO. 2021-172

RESOLUTION APPOINTING COLLEEN SCHULTZ TO THE  
SANGAMON VALLEY PUBLIC WATER DISTRICT

WHEREAS, Darlene A. Kloepfel, County Executive, has submitted to the County Board her appointment of Colleen Schultz to the Sangamon Valley Public Water District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3705/4; and

WHEREAS, Such appointment mandates that Colleen Schultz as trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Colleen Schultz to the Sangamon Valley Public Water District for a term beginning June 1, 2021 and ending May 31, 2026; and

BE IT FURTHER RESOLVED that Colleen Schultz shall enter a bond in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Colleen Schultz, 1712 Sunny Acres Rd., Mahomet, IL 61853.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20<sup>th</sup> day of May A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Colleen Schultz

ADDRESS: 1712 Sunny Acres Rd Mahomet IL 61853  
Street City State Zip Code

EMAIL: [REDACTED] PHONE: 2175866555

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Sangamon Valley Public Water District

BEGINNING DATE OF TERM: to fill vacancy of J Ingram<sup>immediately</sup> ENDING DATE: 5/31/2024

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?  
I believe my primary qualification to serve on this board is my commitment to being a person who uses the skills I have to better the world around me, especially within my local community. As an economist, I believe I would bring a viewpoint focused on efficiency as well as the skills of cost/benefit analysis and economic prioritization to the table. I also bring the experience I have gained from serving on another community board.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?  
It is my understanding that the Sangamon Valley Public Water District provides water and sewer services to residents who reside north of I-74 in the Mahomet area. I also understand that they have recently built a water treatment plant and within the next five or so years plan to take steps to address sewage treatment issues. They are not a taxing body and charge customers fees for services provided.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CSchultz  
Signature  
11/4/2020  
Date

RESOLUTION NO. 2021-173

PURCHASES NOT FOLLOWING PURCHASING POLICY

May 2021

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 May 20, 2021 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED by the County Board this 20<sup>th</sup> day of May A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_

PURCHASES NOT FOLLOWING THE PURCHASING POLICY AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
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FY20 Over Drawn Budgeted Expenditure Lines

None

INAPPROPRIATE USE OF COUNTY FUNDS

Circuit Clerk	630-000-102.20	630-25	4/21/2021	Former Circuit Clerk still had and accidently used County Credit Card at Panera 3/11. Funds were immediately reimbursed upon request (deposited 4/22). Card has now been inactivated/closed by Treasurer Johnson.	Visa	40.32
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EMERGENCY PURCHASE

None

NO PURCHASE ORDER ISSUED

None

CREDIT CARD PAYMENT PAID WITH TAX

None

CREDIT CARD PAID WITH NO RECEIPT

None

\*\*\*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. 2021-174

PAYMENT OF CLAIMS AUTHORIZATION

May 2021

FY 2021

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$8,208,467.33 including warrants 618715 through 620025 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 \$8,208,467.33 including warrants 618715 through 620025 is approved.

PRESENTED, ADOPTED, APPROVED, by the County Board this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloeppel, County Executive  
Date: \_\_\_\_\_

TO: Tami Ogden, Director of Finance

FROM: James M. Snyder

RE: Proposed Capital Improvement Revenue Refunding Bonds, Series 2021  
(Countryside School Project)

DATE: May 4, 2021

---

Countryside School of Champaign / Urbana, Inc., an Illinois not-for-profit corporation (the “*Borrower*”), is an independent, nonprofit, nonsectarian school incorporated on June 30, 1992. The School operates a private elementary and middle school located at 4301 West Kirby Avenue, Champaign, Illinois. The Borrower is governed by a board of directors, the majority of whom are parents.

The County of Champaign, Illinois (the “*County*”) previously issued its \$2,400,000 Capital Improvement Revenue Bonds, Series 2011 (Countryside School Project), outstanding in the aggregate principal amount of \$1,532,335.37 as of May 4, 2021 (the “*Prior Bonds*”), for the benefit of the Borrower, and the Borrower previously issued a note (the “*Prior Note*”) evidencing a taxable loan from Hickory Point Bank and Trust, Champaign, Illinois (the “*Bank*”) to the Borrower, outstanding in the aggregate principal amount of \$270,602.98 as of May 4, 2021. Both the Prior Bonds and the Prior Note were issued for the purpose of financing the acquisition, construction and installation of a performance gym, and related facilities, improvements and costs at 4301 West Kirby Avenue, Champaign, Illinois. The Prior Bonds were purchased by the Bank and the County is indemnified under the corresponding Prior Bond documents.

The Borrower and the Bank wish to amend the Prior Bonds and refinance the Prior Note in order to extend the amortization to manage cash flow and reduce the interest rate through the issuance of the County’s Capital Improvement Revenue Refunding Bonds, Series 2021 (Countryside School Project) (the “*Bonds*”). The issuance of the Bonds will require: (1) a new resolution to be adopted by the County; (2) new Bond documents in similar form as the Prior Bond documents; and (3) a TEFRA hearing and related notice. The County will be fully indemnified under the new Bond documents. We appreciate your assistance and please reach out with any questions.

Sincerely,

Ice Miller LLP

## RESOLUTION NO. 2021-175

**A RESOLUTION APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,000,000 PRINCIPAL AMOUNT OF CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2021 (COUNTRYSIDE SCHOOL PROJECT), OF THE COUNTY OF CHAMPAIGN, ILLINOIS, FOR THE BENEFIT OF COUNTRYSIDE SCHOOL OF CHAMPAIGN/URBANA, INC.; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND OTHER DOCUMENTS RELATED THERETO; AUTHORIZING THE SALE OF SAID BONDS TO HICKORY POINT BANK AND TRUST; AND APPROVING RELATED MATTERS THERETO.**

**WHEREAS**, The County of Champaign, Illinois (the “**County**”), is a duly organized and validly existing unit of local government created and existing under the provisions of the laws of the State of Illinois (the “**Issuer**”), including particularly the Counties Code of the State of Illinois, as amended (55 ILCS 5/1-1 *et seq.*) and is authorized and empowered by the provisions of the Industrial Building Revenue Bond Act (50 ILCS 445/1 *et seq.*), as supplemented and amended from time to time (the “**Act**”), to issue its revenue bonds and to lend the proceeds thereof for the purpose of financing and refinancing industrial projects; and

**WHEREAS**, the Issuer has previously issued its Capital Improvement Revenue Bonds, Series 2011 (Countryside School Project), outstanding in the aggregate principal amount of \$1,532,335.37 as of May 4, 2021 (the “**Prior Bonds**”), for the benefit of Countryside School of Champaign/Urbana, Inc., an Illinois not-for-profit corporation (including successors and assigns, the “**Borrower**”), for the purpose of financing the acquisition, construction and installation of a performance gym, and related facilities, improvements and costs at 4301 West Kirby Avenue, Champaign, Illinois (collectively, including related facilities, improvements and costs, the “**Project**”); and

**WHEREAS**, the Borrower has previously issued a note (the “**Prior Note**”) evidencing a taxable loan from Hickory Point Bank and Trust, Champaign, Illinois, to the Borrower, outstanding in the aggregate principal amount of \$270,602.98 as of May 4, 2021, for the purpose of financing the Project; and

**WHEREAS**, the Borrower has requested that the County Board of the County (the “**County Board**”) approve the issuance by the County of qualified 501(c)(3) revenue bonds under Section 145 of the Internal Revenue Code of 1986, as amended (the “**Code**”), through the issuance of its Capital Improvement Revenue Refunding Bonds, Series 2021 (Countryside School Project) (the “**Bonds**”) in order to (i) refinance the Project by refunding all or a portion of the Prior Bonds and the Prior Note, and (ii) pay a portion of the costs of issuing the Bonds, including but not limited to fees for credit enhancement or liquidity support for the Bonds (collectively, the “**Financing Purposes**”); and

**WHEREAS**, the Issuer hereby determines that the financing of the Financing Purposes will create or preserve jobs and employment opportunities and promote the health and economic welfare in the State of Illinois, and that the Issuer, through the issuance of the Bonds to finance the

Financing Purposes, will be acting in the manner consistent with and in furtherance of the provisions of the Act; and

**WHEREAS**, Hickory Point Bank and Trust (the “**Purchaser**”) has agreed to purchase the Bonds on a private placement basis; and

**WHEREAS**, the County wishes to provide financing to the Borrower for the Financing Purposes through the issuance and sale of the Bonds, which will be issued pursuant to a Loan Agreement (the “**Loan Agreement**”) by and among the County, the Borrower and the Purchaser, and in accordance with this Resolution authorizing the issuance of the Bonds; and

**WHEREAS**, the proposed form of the Loan Agreement, including the form of Bond attached thereto as Exhibit A, has been prepared and is on file with the County Clerk of the County (the “**County Clerk**”); and

**WHEREAS**, the Bonds shall be special, limited obligations of the County, payable solely from the revenues and income pursuant to the Loan Agreement, and the Bonds shall not constitute an indebtedness or obligation of the County, the State of Illinois (the “**State**”) or any political subdivision thereof or a loan of credit of any of them, within the meaning of any constitutional or statutory provision, or a charge against the general credit or taxing powers, if any of the County, the State or any political subdivision thereof; and no holder of any Bond shall have the right to compel any exercise of the taxing power of the County, the State or any political subdivision thereof, to pay the principal of the Bonds or the interest or premium, if any, thereon; and

**WHEREAS**, pursuant to the provisions of Section 147(f) of the Code, the County Board, being the elected legislative body of the County and the applicable elected representative required to approve the issuance of the Bonds within the meaning of Section 147(f) of the Code, held a public hearing on the proposed plan to finance and refinance the Project, finance the Financing Purposes and the issuance of the Bonds on May 11, 2021, pursuant to notice published at least seven (7) days prior to such public hearing on the County Board’s website; and

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS**, as follows:

**Section 1.** All of the recitals contained in the preambles to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

**Section 2.** The Financing Purposes are hereby authorized and the County Board finds that the Project constitutes an “industrial project” under the Act.

In order to provide for the Financing Purposes, there shall be and there is hereby authorized to be issued by the County the Bonds in a principal amount not to exceed \$2,000,000.

The Bonds shall bear interest as provided in the Loan Agreement; shall be dated and executed in the manner set forth in the Loan Agreement; shall bear interest from their date on the unpaid principal thereof at rates not exceeding the maximum rate per annum permitted under Illinois law; shall mature no later than June 1, 2046; and shall be subject to redemption and tender

prior to maturity at the times, under the circumstances, in the manner and at the redemption prices or purchase prices set forth in the Loan Agreement, as executed and delivered.

The Bonds shall be issued in the form and denomination, shall mature and bear interest, shall be numbered, dated and payable as provided in the Loan Agreement. The Bonds shall be amortized over not to exceed a 35-year period and mature or come due at the times, in the manner and with the effect and have such terms, bear interest at the applicable rate or rates per annum (fixed and/or variable, subject to any rate limitation under applicable law), and be subject to mandatory and optional redemption, all to be as provided in the Loan Agreement. The County Board hereby authorizes the rate or rates in effect from time to time on the Bonds in the manner and pursuant to the provisions of the Loan Agreement. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the County Executive of the County (the “**County Executive**”) and shall be attested by the manual or facsimile signature of the County Clerk, as they may determine, and the seal of the County shall be affixed thereto or imprinted thereon. In case any officer whose signature shall appear on the Bonds (whether manual or facsimile) shall cease to be such officer before the delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

The Bonds are authorized pursuant to the Act and this Resolution, and do not and shall never constitute an indebtedness or obligation of the County, the State or any political subdivision thereof or a loan of credit of any of them, within the meaning of any constitutional or statutory provision, or a charge against the general credit or taxing powers, if any, of the State, the County, or any other political subdivision thereof. The Bonds are special, limited obligations of the County, payable solely out of the revenues and income of the County derived pursuant to the Loan Agreement. No owner of the Bonds shall have the right to compel any exercise of the taxing power of the County, the State or any other political subdivision thereof, to pay the principal of the Bonds or the interest or premium, if any, thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Loan Agreement against any past, present or future member, officer, agent, employee or official of the County. No covenant, stipulation, promise, agreement or obligation contained in the Bonds, the Loan Agreement or any other document executed in connection therewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the County in his or her individual capacity and neither any official of the County nor any officers executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

**Section 3.** The form, terms and provisions of the Loan Agreement are hereby in all respects approved, and the County Executive is hereby authorized, empowered and directed to execute and deliver the Loan Agreement in the name and on behalf of the County. The Loan Agreement, as executed and delivered, shall be in substantially the form now on file with the County Clerk and hereby approved, or with such changes therein as shall be approved by the County Executive. Execution of the Loan Agreement shall constitute conclusive evidence of the County Executive’s approval of any and all changes or revisions therein from the form of the Loan Agreement now before this meeting; and from and after the execution and delivery of the Loan

Agreement, the officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute and approve all such documents as may be necessary to carry out the intent and accomplish the purposes of this Resolution and the Loan Agreement, and to comply with and make effective the provisions of the Loan Agreement, as executed.

**Section 4.** The County is hereby authorized to enter into a tax compliance agreement (the “**Tax Agreement**”) with the Borrower and the Purchaser in the form to be approved by bond counsel, by counsel for the County, by counsel for the Purchaser and by counsel for the Borrower; that the County Executive be, and hereby is, authorized, empowered and directed to execute and deliver the Tax Agreement in the form so approved; that when the Tax Agreement is executed and delivered on behalf of the County as hereinabove provided, such Tax Agreement will be binding on the County; and that from and after the execution and delivery of the Tax Agreement, the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Tax Agreement as executed.

**Section 5.** The Bonds are being sold to the Purchaser through a private placement pursuant to the Loan Agreement, and such sale is hereby approved.

**Section 6.** From and after the execution and delivery of the foregoing documents, the proper officials, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and to further the purposes and intent of this Resolution, including the preambles hereto.

**Section 7.** Pursuant to Section 265(b)(3)(D)(i) of the Code, the County may issue not more than \$10,000,000 of bonds it designates as “qualified tax-exempt obligations”. The County is hereby authorized to deliver a certificate designating the Bonds as “qualified tax-exempt obligations” under Section 265 of the Code. If such certificate is delivered and designation made, the County hereby agrees that it will not execute and deliver any tax-exempt or tax advantaged bonds in excess of \$8,000,000 in calendar year 2021 which are either “governmental use bonds” or “qualified 501(c)(3) bonds” under the Code, subject to any applicable exemptions set forth in Section 265.

**Section 8.** The publication of the notice of the public hearing and the conduct of such public hearing by the County Board on May 11, 2021, are hereby, in all respects, ratified, approved and confirmed. The County Board, as an “applicable elected representative” of the County pursuant to Section 147(f) of the Code, hereby approves the issuance of the Bonds to finance the Financing Purposes, and the plan of financing, under the terms and conditions set forth herein. This approval shall constitute the approval of the Bonds pursuant to Section 147(f) of the Code.

**Section 9.** All acts and doings of the officials of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance of the Bonds be, and the same are hereby in all respects, approved and confirmed.

**Section 10.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**Section 11.** A copy of this Resolution shall be filed in the office of the County Clerk and shall be made available for public inspection in the manner required by law.

**Section 12.** This Resolution shall become effective immediately upon its adoption and approval.

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: May 20, 2021

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

APPROVED:

\_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: May \_\_\_\_, 2021

RECORDED & ATTEST:

\_\_\_\_\_  
Aaron Ammons, County Clerk  
and ex-officio Clerk of the  
Champaign County Board  
Date: May \_\_\_\_, 2021



**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of The County of Champaign, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

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County Clerk

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**LOAN AGREEMENT**

**By and Among**

**HICKORY POINT BANK AND TRUST,**

**as Lender,**

**and**

**THE COUNTY OF CHAMPAIGN, ILLINOIS,**

**as Issuer,**

**and**

**COUNTRYSIDE SCHOOL OF CHAMPAIGN/URBANA, INC.,**

**as Borrower**

**Dated as of \_\_\_\_\_ 1, 2021,  
and delivered \_\_\_\_\_, 2021**

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**This instrument constitutes a security agreement  
under the Illinois Uniform Commercial Code.**

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**Prepared by:**

**James M. Snyder  
Ice Miller LLP  
200 W. Madison Street, Suite 3500  
Chicago, Illinois 60606**

**Tel: (312) 726-7127  
Fax: (312) 726-2696**

## **TABLE OF CONTENTS**

[To be inserted.]

## LOAN AGREEMENT

**Lender:** Hickory Point Bank and Trust tel: (217) 872-7578  
202 West Park Avenue fax: (217) 351-7818  
Champaign, IL 61820  
Attn: Steven J. Tock  
e-mail: steve.tock@hickorypointbank.com

**Issuer:** The County of Champaign tel: (217) 384-3776  
Brookens Administration Center fax: (217) 384-3896  
1776 E. Washington Street  
Urbana, IL 61802  
Attn : County Executive  
e-mail: dkloepfel@co.champaign.il.us

**Borrower:** Countryside School of Champaign/Urbana, Inc. tel: (217) 355-1253  
4301 W. Kirby Avenue fax: (217) 355-7492  
Champaign, IL 61822  
Attn: Business Manager  
e-mail: carpenter@countryrideschool.org

**THIS LOAN AGREEMENT** dated as of \_\_\_\_\_ 1, 2021 (this "**Agreement**"), but actually executed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among Hickory Point Bank and Trust, Champaign, Illinois, as lender (including its successors and assigns, the "**Lender**"), The County of Champaign, Illinois (the "**Issuer**"), a unit of local government created and existing under the provisions of the laws of the State of Illinois (the "**State**"), as Issuer, and Countryside School of Champaign/Urbana, Inc., an Illinois not-for-profit corporation, as borrower (the "**Borrower**").

**WHEREAS**, Issuer is authorized and empowered by the provisions of the Industrial Building Revenue Bond Act (50 ILCS 445/1 *et seq.*), as supplemented and amended (the "**Act**"), to issue its revenue bonds and to lend the proceeds thereof for the purpose of financing or refinancing industrial projects; and

**WHEREAS**, the Borrower is a not-for-profit corporation established for the purpose of providing educational services, is an organization described in Section 501(c)(3) of the Code (defined below) and is authorized to purchase and hold real and personal property and borrow money to finance or refinance the same; and

**WHEREAS**, the Issuer has previously issued its Capital Improvement Revenue Bonds, Series 2011 (Countryside School Project), currently outstanding in the aggregate principal amount of \$\_\_\_\_\_ (the "**Prior Bonds**"), for the benefit of the Borrower, for the purpose of financing the acquisition, construction and installation of a performance gym, and related facilities, improvements and costs at 4301 West Kirby Avenue, Champaign, Illinois (collectively, including related facilities, improvements and costs, the "**Project**"); and

**WHEREAS**, the Borrower has previously issued a note (the “**Prior Note**”) evidencing a taxable loan from Lender to the Borrower, currently outstanding in the aggregate principal amount of \$ \_\_\_\_\_, for the purpose of financing the Project; and

**WHEREAS**, the Lender is the current owner of the Prior Bonds and the Prior Note; and

**WHEREAS**, the Borrower has requested that the County Board of the County (the “**County Board**”) approve the issuance by the County of qualified 501(c)(3) revenue bonds under Section 145 of the Internal Revenue Code of 1986, as amended (the “**Code**”), through the issuance of its Capital Improvement Revenue Refunding Bond, Series 2021 (Countryside School Project) (the “**Bonds**”) in order to (i) refinance the Project by refunding all or a portion of the Prior Bonds and the Prior Note, and (ii) pay a portion of the costs of issuing the Bonds, including but not limited to fees for credit enhancement or liquidity support for the Bonds (collectively, the “**Financing Purposes**”); and

**WHEREAS**, the Issuer has determined that the financing of the Financing Purposes will create or preserve jobs and employment opportunities and promote the health and economic welfare in the State, and that the Issuer, through the issuance of the Bonds to finance the Financing Purposes, will be acting in the manner consistent with and in furtherance of the provisions of the Act;

**WHEREAS**, the Lender has agreed to purchase the Bonds on a private placement basis; and

**WHEREAS**, the Borrower shall make Loan Payments (as hereinafter defined) directly to Lender as assignee of Issuer and holder of the Bonds pursuant to the terms set forth in this Agreement; and

**WHEREAS**, the Bonds shall be special, limited obligations of the County, payable solely from the Loan Payments, and the Bonds shall not constitute an indebtedness or obligation of the County, the State or any political subdivision thereof or a loan of credit of any of them, within the meaning of any constitutional or statutory provision, or a charge against the general credit or taxing powers, if any of the County, the State or any political subdivision thereof; and no holder of any Bond shall have the right to compel any exercise of the taxing power of the County, the State or any political subdivision thereof, to pay the principal of the Bonds or the interest or premium, if any, thereon; and

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises contained in this Agreement, Lender, Issuer and Borrower agree, as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**Section 1.01. Definitions.** In addition to terms otherwise defined herein, the following terms used herein will have the meanings indicated below unless the context clearly requires otherwise:

"**Accounts**" means any and all accounts and deposits of the Borrower (whether general, special, time, demand, provisional or final) at any time held by the Lender (including all Accounts held jointly with another, but excluding any IRA or Keogh Account, or any trust Account in which a security interest would be prohibited by law, but without limitation such exclusion includes specifically restricted gifts and donations).

"**Act**" means the Industrial Building Revenue Bond Act (50 ILCS 445/1 *et seq.*), as supplemented and amended.

"**Advance Rate**" means the rate percent per annum equal to 3.00% plus the greater of : (A) the Interest Rate or (B) Prime Rate, or if less than the foregoing the largest rate permitted by applicable law.

"**Agreement**" means this Agreement, including all exhibits hereto, as any of the same may be supplemented or amended from time to time in accordance with the terms hereof.

"**Bond Counsel**" means attorney-at-law or firm of attorneys (other than an employee of the Issuer but including any law firm serving as counsel to the Issuer) satisfactory to the Lender and the Issuer and nationally recognized as experienced in matters relating to the tax exemption of interest on bonds of states and political subdivisions.

"**Bond Resolution**" means the resolution adopted by the County Board of the Issuer on May 20, 2021.

"**Bond Year**" means each one-year period ending on \_\_\_\_\_, with the first Bond Year ending \_\_\_\_\_, 2022.

"**Bonds**" or "**Series 2021 Bonds**" means Issuer's \$\_\_\_\_\_ aggregate principal amount Capital Improvement Revenue Refunding Bonds, Series 2021 (Countryside School Project), as defined and provided for in this Agreement, and in substantially the form attached as Exhibit F to this Agreement, including if issued as a single Bond instrument.

"**Borrower**" means Countryside School of Champaign/Urbana, Inc., an Illinois not-for-profit corporation, and its successors and assigns under this Agreement.

"**Building**" means, as financed or refinanced with Bond proceeds, the building or buildings constituting a part of the Project, and with respect to the Mortgage includes the buildings constituting Mortgaged Property, together with all replacements, additions, repairs, substitutions, accessions and accessories incorporated therein and/or affixed to such property.

"**Business Day**" means a day other than a Saturday or Sunday or other day on which banks are generally open for business in Champaign, Illinois.

"**Closing Date**" means the date of issuance of and payment for the Bonds.

"**Code**" means the Internal Revenue Code of 1986, as amended, and United States Treasury regulations promulgated thereunder ("**Regulations**").

"**Collateral**" means, collectively, all real and personal property pledged under the property pledged under the Mortgage and Security Agreement or otherwise with respect this Agreement.

"**Contract Agreement**" means any construction contract in connection with the Project.

"**County Board**" means the County Board of the Issuer.

"**Default**" means an event that, with giving of notice or passage of time or both, would constitute an Event of Default as provided in Article XII hereof.

"**Default Rate**" means the interest rate percent per annum equal to the Taxable Rate or, if less, the maximum amount permissible under applicable law.

"**Determination of Taxability**" means any determination, decision or decree by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction, or an opinion obtained by Lender of counsel qualified in such matters, that an Event of Taxability shall have occurred; and a Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

(a) the date when Borrower files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability shall have occurred; or

(b) the effective date of any federal legislation enacted after the date of this Agreement or promulgation of any income tax regulation or ruling by the Internal Revenue Service that causes an Event of Taxability after the date of this Agreement.

"**Environmental Laws**" has the meaning ascribed thereto in paragraph (h) of Article V hereof.

"**Equipment**" means, including as financed or refinanced with proceeds of the Bonds, the property identified in Exhibit A hereto, to be used in connection with Borrower's operations (including, to the extent permitted pursuant to the Code without jeopardizing the tax-exempt status of the Interest, including, as applicable, certain items originally financed through internal advances of Borrower in anticipation of obtaining permanent financing through Issuer), together with all replacements, replacement parts, substitutions, additions, repairs, accessions and accessories incorporated therein and/or affixed to such property.

"**Event of Taxability**" means, if for any reason, including, but not limited to, if as the result of any act, failure to act or use of the proceeds of the Loan, a change in use of the Real Estate, the Building or the Equipment or any misrepresentation or inaccuracy in any of the representations,

warranties or covenants contained in this Agreement or the Tax Regulatory Agreement by Issuer or Borrower or the enactment of any federal legislation after the date of this Agreement or the promulgation of any income tax regulation or ruling by the Internal Revenue Service after the date of this Agreement, the Interest is or becomes includable in a Lender's gross income (other than as a substantial user); and at any time that the Lender reasonably believes in good faith after consultation with Bond Counsel that there is a substantial likelihood that the Interest on the Bonds is no longer excluded from gross income for purposes of federal income taxation under Section 103 of the Code, the Lender shall have the right to request that Bond Counsel issue an opinion that the Interest on the Bonds continues to be excluded from gross income for purposes of federal income taxation under Section 103 of the Code; and an Event of Taxability shall also occur if Bond Counsel fails to deliver this opinion; and the Borrower hereby agrees to pay all costs associated with the rendering of, or failure to render, such opinion.

**"Facilities"** means all land, buildings and equipment of the Borrower constituting the Project and other school facilities at and surrounding 4301 West Kirby Avenue, in Champaign, Illinois, whether or not financed or refinanced with Bond proceeds, constituting all or part of the Mortgaged Property.

**"GAAP"** means generally accepted accounting principles.

**"Gross-Up Payment"** means, with respect to any Interest payment (including payments made prior to the Event of Taxability), constituting a total payment in an amount sufficient such that the sum of the Interest payment plus an additional payment would, after reduced by the federal tax (and all related interest and penalties) actually imposed thereon, equal the amount of the Interest payment at the Taxable Rate, plus related Taxable Penalties and Interest.

**"Interest"** means the portion of any Loan Payment (as special and limited sources as to the Issuer) from Issuer (as paid by the Borrower) to Lender comprising interest on the Bonds as shown, referenced or described in Exhibit A hereto.

**"Interest Rate"** means the applicable rate or rates percent per annum borne by the Note and Bonds as in effect from time to time, which shall be computed on a 365-360 basis (that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding).

**"Investor Letter"** means the Lender's Investor Letter in substantially the form in Exhibit H to this Agreement.

**"Issuer"** means The County of Champaign, Illinois.

**"Lender"** means (i) Hickory Point Bank and Trust, Champaign, Illinois, acting as Lender under this Agreement, (ii) any surviving, resulting or transferee corporation or other business entity of Hickory Point Bank and Trust, Champaign, Illinois, and (iii) except where the context requires otherwise, any assignee or assignees of Lender.

**"Liens"** shall have the meaning in Section 7.04.

**"Loan"** means, if any, the loan from Issuer to Borrower pursuant to this Agreement.

**"Loan Payments"** means the loan payments payable by Borrower pursuant to the provisions of this Agreement, the Note and the Bonds as specifically set forth in Exhibit A hereto; and Loan Payments shall be payable by Borrower directly to Lender, for itself and any other owner or owners of the Bonds, in the amounts and at the times as set forth in Exhibit A hereto.

**"Mortgage and Security Agreement"** or **"Mortgage"** means the Mortgage and Security Agreement dated as of the date hereof from the Borrower to the Lender, securing, among other things, payment of the Loan, the Note and the Bonds.

**"Mortgaged Property"** includes the Mortgaged Property as defined in the Mortgage and Security Agreement.

**"Note"** or **"Series 2021 Note"** means the Borrower's Series 2021 Note, evidencing, among other things, the Borrower's payment obligations under this Agreement, in substantially the form in Exhibit G to this Agreement.

**"Payment Date"** means the \_\_\_ day of each month, commencing June \_\_, 2021 as to principal and/or interest, as more particularly set forth in Exhibit A.

**"Person"** or **"person"** unless the context shall otherwise indicate, shall include any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

**"Pledged Property"** means the Equipment and any personal property described in the Mortgage and Security Agreement, and constituting all or part of the Mortgaged Property to secure and pay the Borrower's obligations under the Note and this Agreement and the Related Notes and Related Agreements.

**"Premises"** or **"premises"** means, in the context of use, the Building(s), Equipment, Real Estate, Facilities and related facilities and improvements.

**"Prepayment Amount"** means the amount which Borrower may from time to time, in its discretion, pay or cause to be paid to Lender, including as assignee of Issuer, as the case may be, and holders of the Bonds in order to prepay the Loan and the Bonds, in whole or in part, as provided in Section 2.07 hereof, such amount being set forth in Exhibit A, plus accrued interest and all other amounts due hereunder.

**"Prime Rate"** means the United States "prime rate" as from time to time published in *The Wall Street Journal*, or other source or publication (such as internet publication) or replacement index (as approved upon request with a written opinion of Bond Counsel), as the case may be, determined on a daily basis, which may change from day to day.

**"Principal"** means the portion of any Loan Payment from the Issuer or Borrower to Lender constituting principal on the Bonds as shown, referenced or described in Exhibit A.

**"Prior Bonds"** means the Issuer's Capital Improvement Revenue Bonds, Series 2011 (Countryside School Project).

**“Prior Loan Agreement”** means the Loan Agreement dated as of July 1, 2011 by and among the Issuer, the Borrower, and the Lender.

**“Prior Note”** means the note previously issued by Borrower evidencing a taxable loan from Lender to Borrower to finance a portion of the Project.

**"Prior Obligations"** means the Prior Bonds and the Prior Note.

**"Project"** means the Real Estate, Building(s) and Equipment, as financed and/or refinanced with proceeds of the Prior Obligations.

**"Put Option"** means the right of the registered owners of 100% of the outstanding Bonds, with notice to the Borrower and the Issuer not more than eight (8) months or less than six (6) months before, as applicable, May \_\_, 2031, May \_\_, 2036, and May \_\_, 2041 (each a **"Purchase Date"**) to require the Borrower on behalf of the Issuer, to purchase or cause to be purchased on the applicable Purchase Date 100% of the outstanding Bonds, at a purchase price of par plus interest accrued to the Purchase Date.

**"Real Estate"** means the real property identified in Exhibit A hereto to be used in connection with Borrower's operations, and any replacements, structures, improvements, substitutions and additions thereon or thereto, upon which the Buildings and the Equipment and other related facilities of the Borrower have been or are to be acquired, constructed and installed as provided in this Agreement.

**"Refunding"** means the refunding and prepayment of the Prior Obligations.

**"Registrar"** means the Lender, as paying agent and bond registrar for the Bonds.

**"Related Documents"** means, collectively, this Agreement and the Tax Regulatory Agreement, related to the Bonds.

**"Securities and Other Property"** means any and all securities and other property of the Borrower in the custody, possession or control of the Lender (other than property held by the Lender in a fiduciary capacity).

**"State"** means the State of Illinois.

**"Taxable Rate"** means the rate percent per annum equal to the greater of 3.00% plus: (A) the Prime Rate or (B) the Interest Rate, which rate(s) may change from day to day.

**"Tax-Exempt Organization"** shall mean an entity organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code and which is not a **"private foundation"** within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

"**Tax Regulatory Agreement**" means the Tax Regulatory Agreement of even date herewith by and among Borrower, Issuer and Lender, as such Tax Regulatory Agreement may be amended from time to time in accordance with its terms.

"**UCC**" means the Uniform Commercial Code as adopted and in effect in the State.

"**Unassigned Rights**" means the Issuer's right to receive fees and expenses payable to the Issuer hereunder, the Issuer's right to be indemnified and held harmless hereunder, the Issuer's right to execute and deliver amendments hereto as provided herein, the Issuer's right to receive financial information hereunder and the Issuer's right to make determinations and receive notices as provided herein.

**Section 1.02. Exhibits.** The following exhibits are attached hereto and made a part hereof:

**Exhibit A:** Form of Schedule of Project and Loan Payments describing the Equipment, the Building and the Real Estate and setting forth the Loan Payments and Prepayment Amounts, which even after delivery of this Agreement may include the serial or other identifying numbers relating to Equipment when available.

**Exhibit B:** [Reserved].

**Exhibit C:** Form of opinion of counsel to Borrower.

**Exhibit D:** Form of opinion of special counsel to Issuer.

**Exhibit E:** Form of opinion of Bond Counsel.

**Exhibit F:** Form of Series 2021 Bonds.

**Exhibit G:** Form of Series 2021 Note.

**Exhibit H:** Form of Investor Letter.

**Section 1.03. Rules of Construction.**

(a) The singular form of any word used herein, including the terms defined in Section 1.01 hereof, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders.

(b) Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivision of this Agreement as originally executed. The words "**hereof**," "**herein**," "**hereunder**" and words of similar import refer to this Agreement as a whole.

(c) The headings or titles of the several articles and sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

## ARTICLE II

### USE OF BOND PROCEEDS; SALE OF BONDS AND TERMS OF LOAN

**Section 2.01. Agreement to Issue and Sell the Bonds.** To provide funds to refinance the Project by refunding the Prior Obligations and to pay costs of issuance relating thereto, the Issuer agrees that it will issue, sell and cause to be delivered the Bonds to the Lender on the Closing Date. The Lender agrees that it will purchase the Bonds on the Closing Date from the Issuer, upon the terms and conditions set forth herein at a purchase price of 100% of the principal amount thereof and payable as provided below. The Issuer and the Borrower hereby direct the Lender to apply the proceeds received from the sale of the Bonds as follows:

- (a) the amount of \$ \_\_\_\_\_ shall be remitted to the Lender, as the owner of the Prior Obligations, to refund the Prior Obligations; and
- (b) the amount of \$ \_\_\_\_\_ shall be disbursed by the Lender to pay costs of issuance on the Closing Date.

Borrower represents that the Project is complete, and there are no unspent proceeds of the Prior Obligations.

**Section 2.02. Loan.** Lender hereby agrees, subject to the terms and conditions of this Agreement, to make a Loan to Issuer up to the amount of \$ \_\_\_\_\_ (from proceeds of the Bonds); Issuer hereby agrees, subject to the terms and conditions of this Agreement, to borrow such amount from Lender, to issue the Bonds and to lend such amount to Borrower; and Borrower hereby agrees to borrow such amount from Issuer and in evidence of such loan to execute and deliver its Note. Borrower's obligation to repay the Loan shall commence, and interest shall begin to accrue, on the Closing Date.

**Section 2.03. Interest.** The principal amount of the Loan from Lender to Issuer and the Loan hereunder outstanding from time to time shall bear interest, computed on a 365/360 basis (that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding) at the rate percent per annum equal to the Interest Rate or the Taxable Rate set forth herein for the Bonds and the Note. Interest accruing on the principal balance of the Loan outstanding from time to time shall be payable as provided in Exhibit A and in the Bonds and upon earlier demand in accordance with the terms hereof or prepayment in accordance with the terms of the Bonds and Section 2.07 hereof. Upon the occurrence of a Determination of Taxability, Borrower shall, with respect to future interest payments, begin making Loan Payments, supplemented by a Gross-up Payment, at the Taxable Rate. In addition, Borrower shall make immediately upon demand of Lender a payment to Lender sufficient to supplement prior Loan Payments with a Gross-Up Payment.

In the existence and continuation of an Event of Default under Section 12.01(a) of this Agreement, the Loan, the Note and the Bonds shall bear interest at the Default Rate.

**Section 2.04. Payments.** Borrower shall pay Loan Payments directly to Lender, in the amounts and on the dates set forth in Exhibit A hereto. As security for its obligation to pay the

principal of, premium, if any in accordance with Section 2.07 hereof, and interest on the Loan from Lender, Issuer assigns to Lender all of Issuer's right to receive Loan Payments from Borrower hereunder, all of Issuer's rights hereunder, except Unassigned Rights, and Issuer irrevocably constitutes and, as applicable, appoints Lender and any present or future officer or agent of Lender as its lawful attorney, with full power of substitution and resubstitution, and in the name of Issuer or otherwise, to collect the Loan Payments and any other payments due hereunder and under the Note and Bonds and to litigate or take other action in any court or other applicable forum for such Loan Payments or other payments, to exercise all rights hereunder with respect to the Real Estate, the Equipment, and the Building, and to withdraw or settle any claims, suits or proceedings pertaining to or arising out of this Agreement upon any terms. Such Loan Payments and other payments shall be made by Borrower directly to Lender, including as Issuer's assignee and for and on behalf of the owners of the Bonds, and shall be credited against Issuer's payment obligations hereunder and under the Note and Bonds No provision, covenant or agreement contained in this Agreement or any obligation imposed on Issuer herein or under the Note and Bonds, or the breach thereof, shall constitute or give rise to or impose upon Issuer a pecuniary liability, a charge upon its general credit or taxing powers or a pledge of its general revenues, but are payable solely from the Borrower's Loan Payments, and not otherwise. In making the agreements, provisions and covenants set forth in this Agreement, Issuer has not obligated itself except with respect to the application of the Loan Payments to be paid by Borrower hereunder. All amounts required to be paid by Borrower hereunder shall be paid in lawful money of the United States of America in immediately available funds. No recourse shall be had by Lender or Borrower for any claim based on this Agreement, the Note, the Bonds or the Tax Regulatory Agreement against the County Executive, the County Clerk, the County Treasurer, any member of the County Board, or other officer, employee or agent of Issuer alleging personal liability on the part of such person.

**Section 2.05. Payment on Non-Business Days.** Whenever any payment to be made hereunder or under the Bonds shall be stated to be due on a day which is not a Business Day, such payment may be made on the next Business Day, and such extension of time shall in such case be included in the computation of interest or the fees hereunder, as the case may be.

**Section 2.06. Loan Payments to Be Unconditional.** The obligations of Borrower to pay the Loan Payments required under this Article II and to make other payments hereunder and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff or defense for any reason. Notwithstanding any dispute between Borrower and any of Issuer, Lender, or any other person, Borrower shall make all Loan Payments when due and shall not withhold any Loan Payments pending final resolution of such dispute, nor shall Borrower assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement.

**Section 2.07. Prepayments.**

(a) Borrower may, in its discretion, prepay the Loan in whole or in part, at any time by paying the applicable Prepayment Amount in Exhibit A.

(b) Borrower may prepay the Loan and the Bonds in whole or in part at any time pursuant to Article X hereof by paying the applicable Prepayment Amount.

(c) Borrower shall prepay the Loan and the Bonds in full immediately upon demand of Lender after the occurrence of an Event of Default by paying the applicable Prepayment Amount.

(d) Borrower shall prepay the Loan and the Bonds in full immediately upon demand of Lender after the occurrence of a Determination of Taxability by paying the applicable Prepayment Amount plus an amount necessary to supplement any prior Loan Payments to the Gross-Up Rate.

(e) Borrower shall pay any Gross Up Payment upon demand and interest at the Taxable Rate, as applicable.

Upon any prepayment in part of the Loan and the Bonds, the prepayment shall be applied first to interest accrued thereon and next to the Principal portion of the Loan Payments in the inverse order of maturity. Then the Loan Payment amounts for the remaining Principal portion of the Loan will be adjusted and re-amortized over the remaining term of the Loan.

**Section 2.08. Registrar.** The Borrower is hereby ordered and directed to timely remit or cause to be remitted to the Registrar, sums sufficient to pay interest and principal on the Bonds as the same become due. The Registrar shall credit such payments to the Borrower's obligations hereunder and pay required amounts directly over to Lender. The Registrar shall keep on file a list of names, addresses and tax identification numbers of the registered owners of all Bonds, together with the principal amount and numbers of the Bonds. At reasonable times and under reasonable regulations established by the Registrar, and not inconsistent with applicable law, such list may be inspected and copied by the Issuer and by designated representatives of the registered owners of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the reasonable satisfaction of the Registrar. The Registrar shall mail any redemption and other notices which it is required to furnish registered owners of the Bonds pursuant to the terms of this Agreement to all names and addresses on such list.

**Section 2.09. Limited Obligation; No Recourse.** The obligations of the Issuer under this Agreement are special, limited obligations of the Issuer, payable solely out of the revenues and income derived under this Agreement and as otherwise provided under this Agreement. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision thereof within the purview of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them. Neither the Issuer nor any member, director, officer, employee or agent of the Issuer or the County Board nor any person executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds. No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Agreement against any past, present or future member, officer, agent or employee of the Issuer or the County Board, either directly or through the Issuer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement and the issuance of the Bonds

## ARTICLE III

### CONDITIONS PRECEDENT

A. Lender's agreement to make the Loan to Issuer hereunder and to disburse the Loan proceeds shall be subject to the condition precedent that Lender shall have received all of the following, each in form and substance satisfactory to (or waived by) Lender:

(a) This Agreement properly executed and delivered on behalf of Issuer, Lender and Borrower, and each of the Exhibits hereto properly completed, including but not limited to the Note properly executed by the Borrower.

(b) The Mortgage and Security Agreement, properly executed on behalf of Borrower.

(c) The Tax Regulatory Agreement, properly executed on behalf of Issuer, the Lender and Borrower.

(d) The payment by the Borrower to the Lender of the \$500.00 commitment fee for the Loan and all costs and expenses of Lender incurred in connection with the Loan and the issuance of the Bonds.

(e) The Bonds properly executed and delivered by the Issuer.

(f) A certificate of the Secretary or an Assistant Secretary of Borrower, certifying as to (i) the resolutions of the board of directors and, if required, the members of Borrower, authorizing the execution, delivery and performance of this Agreement, and the Tax Regulatory Agreement and any related documents, (ii) the bylaws of Borrower, and (iii) the signatures of the officers or agents of Borrower authorized to execute and deliver this Agreement, the Mortgage and Security Agreement, and the Tax Regulatory Agreement and other instruments, agreements and certificates on behalf of Borrower.

(g) Currently certified copies of the Articles of Incorporation of Borrower and the Borrower's 501(c)(3) determination letter issued by the Internal Revenue Service.

(h) A Certificate of Good Standing (or other similar documentation) issued as to Borrower by the Secretary of the State and, if different, of the state of Borrower's incorporation, dated not more than 20 days prior to the delivery date hereof.

(i) Certificates of the insurance required hereunder, containing a lender's loss payable clause or endorsement in favor of Lender.

(j) A completed and executed Form 8038 or evidence of filing thereof (or arrangement therefor).

(k) A resolution or evidence of other official action taken by or on behalf of each of the Issuer and the Borrower to authorize the transactions contemplated hereby.

(l) Evidence that the issuance of the Bonds for the purpose of financing and refinancing of, as applicable, the Real Estate, the Building(s) and the Equipment has been approved by the "**applicable elected representative**," and by the Issuer, after a public hearing held upon reasonable notice.

(m) As applicable, financing statements executed by Borrower, as debtor, and naming Issuer, as secured party, and Lender, as assignee, and/or the original certificate of title or manufacturer's certificate of origin and title application if any of the Equipment is subject to certificate of title laws.

(n) Borrower authorizes Lender to prepare and file and refile, from time to time, UCC financing statements or continuation statements or other appropriate filings with respect to Lender's security interest under this Agreement and the Mortgage.

(o) Financing statements naming Issuer, as debtor, and naming Lender, as secured party, in connection with funds hereunder.

(p) At the Lender's request, current searches of appropriate filing offices showing that (i) no state or federal tax liens have been filed and remain in effect against Borrower, (ii) no financing statements have been filed and remain in effect against Borrower relating to the Equipment except those financing statements filed by Lender, (iii) Lender has duly filed all financing statements necessary to perfect the security interest created pursuant to this Agreement and (iv) Lender has duly filed all financing statements necessary, if any, to perfect the transfer of Issuer's interest in this Agreement and the Loan Payments.

(q) An opinion of counsel to Borrower, addressed to Lender and Issuer, in substantially the form attached hereto as Exhibit C.

(r) An opinion of special counsel to Issuer, addressed to Issuer and Borrower, in substantially the form attached hereto as Exhibit D.

(s) An opinion of bond counsel, addressed to Issuer and Lender, in substantially the form attached hereto as Exhibit E.

(t) Payment of Lender's fees, commissions and expenses required by Section 13.01 hereof.

(u) Payment of Issuer's fees, commissions and expenses incurred in connection with this Agreement and the transactions contemplated hereby, and payment of the Issuer's special counsel fees.

(v) Payments of Bond Counsel and Lender's Counsel fees.

(w) An Investor Letter addressed to the Issuer in the form of Exhibit H to this Agreement (the "**Investor Letter**") executed and delivered by the Lender.

(x) Any other documents or items reasonably required by Lender.

## ARTICLE IV

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF ISSUER

Issuer represents, warrants and covenants for the benefit of Lender and Borrower, as follows:

(a) Issuer is (i) a duly organized and validly existing unit of local government created and existing under the provisions of the laws of the State, (ii) is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, and (iii) has been duly authorized to execute and deliver this Agreement and the Tax Regulatory Agreement.

(b) Under existing statutes and decisions, no taxes on income or profits are imposed on the Issuer. The Issuer will not knowingly take or omit to take any action reasonably within its control which action or omission would impair the exclusion of interest paid on the Bonds from the federal gross income of the owners of the Bonds.

(c) It is the Issuer's understanding, based upon certain representations of the Borrower, that the issuance and sale of the Bonds and the loaning of the proceeds of the Bonds to the Borrower (which proceeds, along with certain other moneys, will be applied for the benefit of the Borrower) is to provide the moneys required to refinance the Project and to pay costs of issuance of the Bonds.

(d) To provide funds to loan to the Borrower for the purposes described in (c) above, the Issuer has authorized its Bonds in the principal amount of \$\_\_\_\_\_ to be issued upon the terms set forth in this Agreement. The Issuer covenants that it has not and will not pledge or assign its interest in this Agreement, or the revenues and income derived pursuant to this Agreement, excepting Unassigned Rights, other than to secure the Bonds.

(e) Neither the Issuer's execution and delivery of this Agreement, its consummation of the transactions contemplated hereby, nor the Issuer's fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or results in a breach of the terms, conditions or provisions of any material restriction, agreement or instrument to which the Issuer is a party, or by which it or any of its property is bound, or constitutes a default under any of the foregoing.

(f) Each of this Agreement and the Tax Regulatory Agreement has been duly authorized by the Issuer and when executed and delivered will constitute the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with its terms.

(g) There is no litigation or proceeding pending as to which the Issuer has received service of process, or to the knowledge of the Issuer threatened, affecting the Issuer, wherein an adverse or unfavorable ruling or finding would adversely affect the validity of this Agreement, the Tax Regulatory Agreement or the Bonds.

## ARTICLE V

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER

#### Section 5.01. General Representation and Warranties.

Borrower represents, warrants and covenants for the benefit of Lender and Issuer, as follows:

(a) Borrower is (i) a Tax-Exempt Organization and a corporation duly organized and validly existing under the laws of the State, (ii) is in good standing and duly authorized to conduct its business in the State, (iii) has full legal right, power and authority to own the Project, and (iv) is duly authorized and has full power under all applicable laws and its Articles of Incorporation and By-laws to create, issue, enter into, execute and deliver, as the case may be, the Borrower Agreements (collectively, the “**Borrower Agreements**”).

(b) The execution and delivery of the Borrower Agreements on the Borrower’s part have been duly authorized by all necessary corporate action, and neither the Borrower’s execution and delivery of the Borrower Agreements, the Borrower’s consummation of the transactions contemplated on its part thereby, nor the Borrower’s fulfillment of or compliance with the terms and conditions thereof, conflicts with or results in a material breach of the Articles of Incorporation or By-Laws of the Borrower or any material agreement or instrument to which the Borrower is now a party or by which it is bound (except for any such breaches for which the Borrower has obtained a waiver or a required consent), or constitutes a material default (or would constitute a material default with due notice or the passage of time or both) under any of the foregoing.

(c) Each officer of Borrower executing the Borrower Agreements and any related documents has been duly authorized to execute and deliver the Borrower Agreements and such related documents under the terms and provisions of a resolution of Borrower’s board of directors.

(d) The Borrower Agreements constitute valid and legally binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to effecting the enforcement of creditors’ rights.

(e) The execution and delivery of the Borrower Agreements, the consummation of the transactions contemplated hereby and the fulfillment of the terms and conditions hereof do not and will not violate any law, rule, regulation or order, conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of Borrower or of any corporate restriction or of any agreement or instrument to which Borrower is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of Borrower contrary to the terms of any instrument or agreement.

(f) The authorization, execution, delivery and performance of the Borrower Agreements by Borrower do not require submission to, approval of, or other action by any governmental authority or agency, which action with respect to the Borrower Agreements has not been taken and which is final and nonappealable.

(g) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Borrower's knowledge, threatened against or affecting Borrower, challenging Borrower's authority to enter into the Borrower Agreements or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of the Borrower Agreements or any other transaction of Borrower which is similar hereto, or the exclusion of the Interest from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Agreement.

(h) The Project is properly zoned for its current and anticipated use and the use of the Project will not violate any applicable zoning, land use, environmental or similar law or restriction. Borrower shall at all times have the appropriate licenses and certifications to operate the Project for the purposes of this Agreement. Borrower has all certifications, licenses and permits to use the Project. Borrower has obtained all permits, licenses and, as applicable, other authorizations which are required under federal, state and local laws relating to emissions, discharges, releases of pollutants, contaminants, hazardous or toxic materials, or wastes into ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or hazardous or toxic materials or wastes ("**Environmental Laws**") at the Borrower's Facilities or in connection with the operation of its Facilities. Except as previously disclosed to Lender in writing, Borrower and all activities of the Borrower at its Facilities comply with all Environmental Laws and with all terms and conditions of any required permits, licenses and authorizations applicable to Borrower with respect thereto. Except as previously disclosed to Lender in writing, Borrower is also in compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Environmental Laws or contained in any plan, order, decree, judgment or notice of which Borrower is aware. Except as previously disclosed to Lender in writing, Borrower is not aware of, nor has Borrower received notice of, any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with, or which may give rise to any liability under, any Environmental Laws.

(i) The Project will be used solely for qualifying 501(c)(3) purposes and is of the type authorized and permitted to be financed with the proceeds of the Bonds pursuant to the Act and under Section 145 of the Code.

(j) Borrower owns and operates the Project as "**Industrial Project**," within the meaning of the Act and within the meaning of Section 145 of the Code, until the date on which all of the Loan Payments have been fully paid or the applicable Prepayment Amount has been fully paid. The Borrower is and will maintain its status as a Tax-Exempt Organization.

(k) Borrower will not take any action that would cause the tax-exempt Interest to become includable in gross income of the recipient for federal income tax purposes under the Code, and Borrower will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest does not become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion and that the Borrower is and will maintain its status as a Tax-Exempt Organization).

(l) Borrower has heretofore furnished to Lender the audited financial statements of Borrower for its most recent fiscal years, and these statements fairly present the financial condition of Borrower on the dates thereof and the results of its operations and cash flows for the periods then ended and were prepared in accordance with GAAP. Since the date of the most recent financial statements, there has been no material adverse change in the business, properties or condition (financial or otherwise) of Borrower.

(m) Borrower has paid or caused to be paid to the proper authorities when due, if any, all federal, state and local taxes required to be withheld by it. Borrower has filed all federal, state and local tax returns which are required to be filed, and Borrower has paid or caused to be paid to the respective taxing authorities all taxes as shown on such returns or on any assessment received by it to the extent such taxes have become due.

(n) In accordance with applicable title commitments, Borrower has good and absolute title to the Project (and also its other Facilities) and has the right to receive and apply its operating revenues thereof, free and clear of all mortgages, security interests, liens and encumbrances except for the security interest created pursuant to this Agreement, and the Mortgage and Security Agreement.

(o) All financial and other information provided to Lender by or on behalf of Borrower in connection with Borrower's request for the Loan contemplated hereby is true and correct in all material respects and, as to projections, forecasts, valuations or pro forma financial statements, present a good faith opinion as to such projections, valuations and pro forma condition and results.

(p) Borrower has provided to Lender UCC-1 financing statements sufficient when filed to perfect the security interest in Pledged Property, constituting other than real estate, as created pursuant to this Agreement and the Mortgage and Security Agreement. When such financing statements are filed in the offices noted therein, Lender, as assignee of Issuer, will have a valid and perfected security interest in such Pledged Property, subject to no other security interest, assignment, lien or encumbrance. Borrower owns the Real Estate where Buildings and the Equipment are or will be located subject to no material liens or encumbrances of any kind, except (if none, so state): None.

(q) [Reserved].

(r) Borrower will aid and assist Issuer in connection with preparing and submitting to the Secretary of the Treasury a Form 8038 (or other applicable information reporting statement) at the time and in the form required by the Code. The Borrower is responsible for the accuracy of all information thereon, except lines 1 - 10 inclusive.

(s) Borrower will comply fully and at all times with the Tax Regulatory Agreement, and Borrower will not take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Regulatory Agreement; and the Borrower, and not the Issuer or Lender, shall be solely responsible for compliance with the Tax Regulatory Agreement.

(t) Any costs incurred with respect to the Project financed and/or refinanced from Loan proceeds shall be treated or capable of being treated on the books of Borrower as capital

expenditures in conformity with generally accepted accounting principles applied on a consistent basis.

(u) The Facilities constituting the Project (even though exempt from property taxation, as the case may be) are property of the character subject to the allowance for depreciation under Section 167 of the Code.

(v) The Lender shall at all times have a first security interest in the Pledged Property and a first mortgage on the mortgaged Real Estate.

#### **Section 5.02. Indemnification.**

(a) The Borrower will pay, and will protect, indemnify and save the Issuer and its past, present and future members, officers, directors, employees, agents, successor, assigns and any other person, if any, who “controls” the Issuer (including those of the County Board), as that term is defined in Section 15 of the 33 Act (the Issuer and the other listed persons, collectively referred to as, the “**Indemnified Persons**”) harmless from and against any and all liabilities, losses, damages, taxes penalties, costs and expenses (including reasonable attorneys’ fees and expenses of the Issuer), causes of action, suits, proceedings, claims, demands, tax reviews, investigations and judgments of whatsoever kind and nature (including, but not limited to, those arising or resulting from any injury to or death of any person or damage to property) arising from or in any manner directly or indirectly growing out of or connected with (i) the use, financing, non-use, condition or occupancy of the Project, any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto or the condition of any such Project including adjoining sidewalks, streets or alleys and any equipment or facilities at any time located on or connected with such Project or used in connection therewith but which are not the result of the gross negligence of the Issuer; (ii) a violation of any agreement, warranty, covenant or condition of the Borrower set forth in this Agreement or any other agreement executed in connection with this Agreement; (iii) a violation of any contract, agreement or restriction by the Borrower relating to the Project; (iv) violation of any law, ordinance, rules, regulation or court order affecting the Project or the ownership, occupancy or use thereof or the Bonds or use of the proceeds thereof; (v) any statement or information concerning the Borrower, any of its officers and members, its operations or financial condition generally or the Project, contained in any official statement or supplement or amendment thereto furnished to the Issuer or the Lender of any Bonds, that is untrue or incorrect in any material respect, and any omission from such official statement or any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning the Borrower, any of its officers and members and the Project not misleading in any material respect, provided that such official statement or supplement or amendment has been approved by the Borrower and the Indemnified Persons did not have actual knowledge of the omission or misstatement; and (vi) the acceptance or administration of this Agreement, including without limitation the enforcement of any remedies under this Agreement and related documents.

In case any claim shall be made or any action shall be brought against one or more of the Indemnified Persons in respect of which indemnity can be sought against the Borrower pursuant to the preceding paragraph, the Indemnified Party seeking indemnity shall promptly notify the Borrower, in writing, and the Borrower shall promptly assume the defense thereof, including the

employment of counsel chosen by the Borrower and approved by the Issuer (provided, that such approval by the Issuer shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Person is advised in a written opinion of counsel that there may be legal defenses available to such Indemnified Person which are adverse to or in conflict with those available to the Borrower or that the defense of such Indemnified Person should be handled by separate counsel, the Borrower shall not have the right to assume the defense of such Indemnified Person, but the Borrower shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Person in assuming its own defense, and provided also that, if the Borrower shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Person shall be paid by the Borrower. Notwithstanding the foregoing, any one or more of the Indemnified Persons shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Person unless the employment of such counsel has been specifically authorized by the Borrower or unless the provisions of the immediately preceding sentence are applicable. The Borrower shall not be liable for any settlement of any such action affected without the consent of the Borrower, but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action with or without consent, the Borrower agrees to indemnify and hold harmless the Indemnified Person from and against any loss, liability or expense by reason of such settlement or judgment.

The Borrower shall also indemnify the Issuer and such Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Borrower under this Agreement or any related agreement, (ii) taking any action requested by the Borrower, (iii) taking any action required by this Agreement or any related agreement, or (iv) taking any action considered necessary by the Issuer and which is authorized by this Agreement or any related agreement. If the Issuer is to take any action under this Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, it will do so if and only if (i) the Issuer is a necessary party to any such action or proceeding, and (ii) the Issuer has received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Issuer.

(b) The Lender agrees, at its expense, to indemnify and hold harmless the Indemnified Persons from and against any and all losses, claims, damages, demands, liabilities, costs or expenses, other than any expenses incurred in connection with any audit conducted by the Internal Revenue Service with respect to the Bonds (collectively, the “**claims**”), including reasonable attorney’s fees and expenses, if such claims are a sole and direct result of, arise out of or are materially increased, strengthened or enhanced or would not exist but for a breach by the Lender of its duties under, or failure to abide by any of its covenants as set forth in Section 2.3 of this Agreement. In case any claim shall be made or any action shall be brought against one or more of the Indemnified Persons in respect of which indemnity can be sought against the Lender pursuant to this Section, the Indemnified Party seeking indemnity shall promptly notify the Lender, in writing, and the Lender shall promptly assume the defense thereof, including the employment of counsel chosen by the Lender and approved by Issuer (provided, that such approval by Issuer shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Person is advised in a written opinion of counsel that there may

be legal defenses available to such Indemnified Person which are adverse to or in conflict with those available to the Lender or that the defense of such Indemnified Person should be handled by separate counsel, the Lender shall not have the right to assume the defense of such Indemnified Person, but the Lender shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Person in assuming its own defense, and provided also that, if the Lender shall have failed to assume the defense of such action or to retain counsel reasonably satisfactory to the Issuer within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Person shall be paid by the Lender. Notwithstanding the foregoing, any one or more of the Indemnified Persons shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Person unless the employment of such counsel has been specifically authorized by the Lender or unless the provisions of the immediately preceding sentence are applicable. The Lender shall not be liable for any settlement of any such action affected without the consent of the Lender, but if settled with the consent of the Lender or if there be a final judgment for the plaintiff in any such action with or without consent, the Lender agrees to indemnify and hold harmless the Indemnified Person from and against any loss, liability or expense by reason of such settlement or judgment

(c) All amounts payable to the Issuer under this Section shall be deemed to be fees and expenses payable to the Issuer for the purposes of the provisions hereof. The Issuer and its members, officers, agents, employees and their successors and assigns shall not be liable to the Borrower or the Lender for any reason.

Any provision of this Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to (i) enforce any applicable federal or State law or regulation or resolution of the Issuer, and (ii) enforce any rights accorded to the Issuer by federal or State law or regulation of the Issuer, and nothing in this Agreement shall be construed as an express or implied waiver thereof.

(d) The obligation of the Borrower and the Lender under this Section shall survive any assignment or termination of this Agreement.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES OF LENDER

**Section 6.01.** The Lender represents, warrants and acknowledges that the representations of the Lender set forth in the Investor Letter executed and delivered by the Lender on the Closing Date, are true and correct and are incorporated by reference herein. The Lender further represents, warrants and acknowledges as follows:

(a) The Lender has knowledge of federal tax laws relating to it and its ownership of the Bonds, including, among other things, matters concerning the alternative minimum tax and other matters that may affect the Bonds and the Lender's ownership thereof.

(b) The Lender agrees to comply with all of its covenants, representations, warranties and obligations under this Agreement.

(c) The Lender has been duly authorized to execute this Agreement.

(d) The Lender will not sell or otherwise grant a participation in all or any part of the Bonds without having any purchaser or participant deliver an Investor Letter to the Issuer.

## ARTICLE VII

### TITLE TO REAL ESTATE, BUILDING AND EQUIPMENT; SECURITY INTEREST

**Section 7.01. Title to the Real Estate, Building and Equipment.** Legal title to the Real Estate, any Building(s), Equipment and other Facilities and any and all repairs, replacements, substitutions and modifications to such Real Estate, Building(s) and Equipment shall be in Borrower. Borrower will at all times protect and defend, at its own cost and expense, its legal title to all of its Facilities.

**Section 7.02. Security Interest in Collateral.** This Agreement is intended to constitute a security agreement in connection with debt service related to the Bonds and other amounts payable hereunder, within the meaning of the UCC. As security for Borrower's payment to Lender in connection with debt service related to the Bonds and other amounts payable hereunder, as assignee of Issuer, of Loan Payments and all other amounts payable to Lender hereunder, or any other obligation (whether direct or indirect and whether now existing or hereafter arising), Borrower hereby grants directly to Lender, a security interest constituting a first lien on the Pledged Property, all substitutions and modifications thereto or thereof and all proceeds of the foregoing. Issuer assigns any interests it has therein to Lender. Issuer and Borrower agree to execute such additional documents, including financing statements, assignments, affidavits, notices and similar instruments, in form satisfactory to Lender, and take such other actions that Lender deems necessary or appropriate to establish and maintain such security interest created by this Section, and Issuer and Borrower hereby designate and appoint Lender as their agent, and grant to Lender a power of attorney (which is coupled with an interest), to execute on behalf of Issuer and Borrower, as the case may be, such additional documents (including, without limitation, financing and continuation statements) and to take such other actions. Lender is authorized by Borrower and

Issuer to prepare and file and refile financing statements and continuation statements with respect to this Section 7.02 and this Agreement.

**Section 7.03. Change in Name or Corporate Structure of Borrower; Change in Location of Borrower's Principal Place of Business.** Borrower's chief executive office is located at the address set forth above, and all of Borrower's records relating to its business and the Project are kept at such location. The Borrower may choose such location for the Buildings, the Real Estate, the Equipment and the other Facilities, which is hereby approved, provided that Borrower hereby agrees to provide written notice to Lender and Issuer of any change or proposed change in its name, corporate structure, place of business or chief executive office or change or proposed change in the location of the Equipment. Such notice shall be provided 30 days in advance of the date that such change or proposed change is planned to take effect. Borrower does business, and has done business, only under its own name and the trade names, if any, set forth on the execution page hereof.

**Section 7.04. Agreement as Financing Statement.** To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or of any financing statements signed by Borrower is sufficient as a financing statement in any state to perfect the security interests granted in and under this Agreement.

(a) The Borrower shall also indemnify the Issuer, Lender and each Lender and such Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Borrower under this Agreement or any related agreement, (ii) taking any action requested by the Borrower, (iii) taking any action required by this Agreement, the Tax Regulatory Agreement, or any related agreement, or (iv) taking any action considered necessary by the Issuer and which is authorized by this Agreement or any related agreement. If the Issuer is to take any action under this Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, it will do so if and only if (i) the Issuer is a necessary party to any such action or proceeding, and (ii) the Issuer has received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Issuer, and the Issuer is indemnified as to its costs, including attorney's fees and costs.

(b) All amounts payable to the Issuer under this Section 7.04 shall be deemed to be fees and expenses payable to the Issuer for the purposes of the provisions hereof. The Issuer and the County Board, officers, agents, employees and their successors and assigns shall not be liable to the Borrower for any reason.

(c) Any provision of this Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to (i) enforce any applicable Federal or State law or any Federal, State or Issuer regulation or resolution or ordinance of the Issuer, and (ii) enforce any rights accorded to the Issuer by Federal or State law or regulation of the Issuer, and nothing in this Agreement shall be construed as an express or implied waiver thereof.

**Section 7.05. [Reserved].**

**Section 7.06. Setoff Rights Etc.** Borrower grants to the Lender a security interest in, and the Lender is authorized, upon occurrence of an Event of Default, to setoff and apply, all Accounts, Securities and other Pledged Property of the Borrower against Borrower's obligations to Lender. To the extent lawful, this right of setoff may be exercised at any time and from time to time, and without prior notice to the Borrower. This security interest and right of setoff may be enforced or exercised by the Lender regardless of whether or not the Lender has made any demand under this paragraph or whether the obligations of Borrower are contingent, matured, or unmatured. Any delay, neglect or conduct by the Lender in exercising its rights under this section will not be a waiver of the right to exercise this right of setoff or enforce this security interest. The rights of the Lender under this section are in addition to other rights the Lender may have under applicable law.

## ARTICLE VIII

### AFFIRMATIVE COVENANTS OF BORROWER

**Section 8.01. Reporting Requirements.** The Borrower will deliver, or cause to be delivered, to Lender each of the following, which shall be in such reasonable form and detail acceptable to Lender:

(a) (i) As soon as available, and in any event on or before 180 days after the end of each fiscal year of Borrower, audited financial statements (including a balance sheet, income statement and cash flow statement) of Borrower with the unqualified opinion of independent certified public accountants selected by Borrower and acceptable to Lender, which annual financial statements shall include the balance sheet of Borrower as at the end of such fiscal year and the related statements of income, retained earnings and cash flows of Borrower for the fiscal year then ended, all in reasonable detail and prepared in accordance with applicable GAAP applied on a basis consistent with the accounting practices applied in the financial statements referred to in Article V hereof, together with (i) a report signed by such accountants stating that in making the investigations necessary for such opinion they obtained no knowledge, except as specifically stated, of any Default or Event of Default hereunder; and (ii) a certificate of the chief financial officer of Borrower stating that such financial statements have been prepared in accordance with applicable GAAP applied on a basis consistent with the accounting practices reflected in the annual financial statements referred to in Article V hereof and whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder and, if so, stating in reasonable detail the facts with respect thereto; and

(ii) As soon as available, and in any event on or before the 30th day of the next succeeding month, internally regularly prepared quarterly financial statements, which shall include a balance sheet and income statement.

(b) Immediately after the commencement thereof, notice in writing of all litigation and of all proceedings before any governmental or regulatory agency affecting Borrower of the type described in Article V hereof or which seek a monetary recovery against Borrower in excess of \$50,000;

(c) As promptly as practicable (but in any event not later than five (5) Business Days) after an officer of Borrower obtains knowledge of the occurrence of any event that would with the passage of time or the giving of notice, or both, constitutes a Default or an Event of Default hereunder, notice of such occurrence, together with a detailed statement by a responsible officer of Borrower of the steps being taken by Borrower to cure the effect of such Default or Event of Default;

(d) Promptly upon knowledge thereof, notice of any loss or destruction of or damage in excess of \$50,000 to any Equipment and/or Building(s) or other parts of the Real Estate or of any material adverse change in any Equipment, Building(s) or Real Estate;

(e) In addition, the Borrower upon request shall provide to the Issuer, within 30 days following the end of the Borrower's Fiscal Year for each year the Bonds remain outstanding, a

certificate of an Authorized Borrower Representative stating the average number of full-time equivalent employees employed by the Borrower at or in connection with the Project during the Fiscal Year (or portion thereof) covered by the report and shall otherwise cooperate with the Issuer in connection with the Issuer's compliance with the Business Economic Support Act (30 ILCS 760/1 *et seq.*);

(f) Promptly after the amending thereof, copies of any and all amendments to its certificate of incorporation, articles of incorporation or by-laws;

(g) Promptly upon knowledge thereof, notice of the violation by Borrower of any law, rule or regulation which would have a material adverse effect on the Project or other Facilities;

(h) Promptly upon knowledge thereof, notice of any material adverse change in the financial or operating condition of Borrower.

**Section 8.02. Books and Records; Inspection and Examination.** Borrower will keep accurate books of record and account for itself pertaining to the Real Estate, the Equipment, and the Building(s), and pertaining to Borrower's other Facilities, business and financial condition and such other matters as Lender may from time to time request in which true and complete entries will be made in accordance with generally accepted accounting principles consistently applied and, upon request of Lender, in order to review Borrower's compliance with this Agreement and the Loan, will permit any officer, employee, attorney or accountant for Lender to audit, review, make extracts from, or copy any and all corporate and financial books, records and properties of Borrower at all times during ordinary business hours, and to discuss the affairs of Borrower with any of its directors, officers, employees or agents. Borrower will permit Lender, or its employees, accountants, attorneys or agents, to examine and copy any or all of its records and to examine and inspect the Project and its other Facilities at any time during Borrower's business hours. Lender will maintain the confidentiality of such information. The Issuer and Borrower acknowledge that certain information is not available to them as a result of certain applicable laws.

**Section 8.03. Compliance with Laws; Environmental Indemnity.** Borrower will (a) comply with the requirements of applicable laws and regulations, the noncompliance with which would materially and adversely affect its business or its financial condition, (b) comply with all applicable Environmental Laws and regulations and obtain any permits, licenses or similar approvals required by any such laws or regulations and (c) use and keep the Equipment, the Buildings, the Real Estate and other Facilities, and will require that others use and keep the Equipment, any Building, the Real Estate and other Facilities, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. Borrower shall secure all permits and licenses, if any, necessary for the installation, construction and operation of, as applicable, the Equipment, any Building, the Real Estate and other Facilities. Borrower shall comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Equipment, any Building, the Real Estate and other Facilities) with all laws of the jurisdictions in which its operations involving the Real Estate or any component of Equipment may extend and of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Real Estate, any Building or any items of the Equipment or other Facilities or its interest or rights under this Agreement. Borrower will indemnify, defend and hold Lender and Issuer harmless from and against any claims, loss or damage to which Lender or Issuer may be subjected

as a result of any past, present or future existence, use, handling, storage, transportation or disposal of any hazardous waste or substance or toxic substance by Borrower or on property owned, leased or controlled by Borrower. This indemnification shall survive the termination of this Agreement and payment of the indebtedness hereunder and under the Bonds.

**Section 8.04. Payment of Taxes and Other Claims.** Borrower will pay or discharge, or cause to be paid and discharged, when due, (a) all taxes, assessments and governmental charges levied or imposed upon it or upon its income or profits, upon any properties belonging to it (including, without limitation, the Equipment, any Building, the Real Estate and other Facilities) or upon or against the creation, perfection or continuance of the security interest created pursuant to this Agreement, prior to the date on which penalties attach thereto, (b) all federal, state and local taxes required to be withheld by it, and (c) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien or charge upon any properties of Borrower; provided, that Borrower shall not be required to pay any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings. Borrower will pay, or cause to be paid, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment, the Buildings, the Real Estate and other Facilities as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, any Building, the Real Estate and other Facilities.

In connection with the foregoing, the Borrower shall fund tax reserves as required by the Mortgage.

**Section 8.05. Maintenance of Project.**

(a) Borrower shall, at its own expense, maintain, preserve and keep (or cause to be done) the Project and other Facilities in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Project and other Facilities in such condition, and in compliance with state and federal laws, ordinary wear and tear excepted. Borrower shall maintain the Project and other Facilities in a condition suitable for certification by the manufacturer thereof (if certification is available) and in conformance with all manufacturer's recommended maintenance requirements. In the event that any parts or accessories forming part of any item or items of Project and other Facilities become worn out, lost, destroyed, damaged beyond repair or otherwise rendered unfit for use, Borrower, at its own expense and expeditiously, will replace or cause the replacement of such parts or accessories by replacement parts or accessories free and clear of mechanic liens and with a value and utility at least equal to that of the parts or accessories being replaced (assuming that such replaced parts and accessories were otherwise in good working order and repair). All such replacement parts and accessories concerning the Project and shall be deemed to be incorporated immediately into and to constitute an integral portion of the Project and, as such, shall be subject to the terms of this Agreement. Neither Lender nor Issuer shall have any responsibility in any of these matters, or for the making of improvements or additions to the Project.

(b) Borrower will defend the Project against all claims or demands of all persons (other than Lender).

## **Section 8.06. Insurance.**

(a) Borrower shall, at its own expense, procure and maintain continuously in effect: (i) public liability and, as applicable, malpractice insurance coverages for personal injuries, death or damage to or loss of property arising out of or in any way relating to the Building, the Equipment, the Real Estate and other Facilities, and their operations, sufficient to protect Lender from liability in all events, with a coverage limit of not less than \$1,000,000 per occurrence unless a different coverage minimum with respect to the Real Estate or particular Equipment is required by Lender or is maintained by owners of substantially similar properties, and (ii) insurance against such hazards as Lender may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Building(s), the Real Estate, the Equipment and other Facilities with new real estate or equipment, as applicable, having substantially similar specifications or the applicable Prepayment Amount. Such insurance may be in whole or in part builder's risk coverage.

Flood insurance in the amount of the loan must be obtained unless the Project is determined by Lender not to be located in an area designated by the Department of Housing and Urban Development as having special flood hazards.

(b) If required by State law, Borrower shall carry workers' compensation insurance covering all employees on, in, near or about the Real Estate and/or Building(s) and/or Equipment, and/or other Facilities and upon request, shall furnish to Lender certificates evidencing such coverage.

(c) All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lender; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties (including the Lender) at least twenty (20) days before the cancellation or revision becomes effective. No insurance shall be subject to any co-insurance clause. Each insurance policy required by this Article shall name the Issuer as an additional insured party and loss payee without regard to any breach of warranty or other act or omission of Borrower or Issuer and shall include a lender's loss payable endorsement (i.e., a mortgage clause) for the benefit of Lender. Prior to commencement of any work on the Facilities and prior to the delivery of any Equipment, Borrower shall deposit with Lender evidence satisfactory to Lender of such insurance and, prior to the expiration thereof, shall provide Lender evidence of all renewals or replacements thereof.

(d) Borrower assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Building, the Real Estate, the Equipment and other Facilities and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Borrower or of third parties, and whether such property damage be to Borrower's property or the property of others. Whether or not covered by insurance, Borrower hereby assumes responsibility for and agrees to reimburse Lender and Issuer for and will indemnify, defend and hold Lender and Issuer harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lender or Issuer that in any way relate to or arise out of this Agreement, the transactions contemplated hereby and all Buildings, the Real Estate, the Equipment and other Facilities,

including but not limited to, (i) the selection, manufacture, purchase, acceptance or rejection of any Equipment or the ownership of Equipment, (ii) the delivery, lease, possession, maintenance, use, condition, return or operation of any Building or Equipment and other Facilities, (iii) the condition of any Building(s) or Equipment and other Facilities sold or otherwise disposed of after possession by Borrower, (iv) any patent or copyright infringement, (v) the conduct of Borrower, its officers, employees and agents, (vi) a breach of Borrower of any of its covenants or obligations hereunder and (vii) any claim, loss, cost or expense involving alleged damage to any Building(s), the environment (including under Environmental Laws) relating to any Building(s), the Real Estate, the Equipment and other Facilities, including, but not limited to investigation, removal, cleanup and remedial costs. All amounts payable by Borrower pursuant to the immediately preceding sentence shall be paid immediately upon demand of Issuer or Lender, as the case may be, and shall bear interest at the Advance Rate from the time an indemnified party may (but is not obligated to) advance funds therefor, including for attorneys' fees and costs and expenses. This provision shall survive the termination of this Agreement.

(e) Borrower shall provide to Lender a mortgagee's title insurance policy, in the amount of \$\_\_\_\_\_ insuring Lender's first lien on the Project. The policy shall contain endorsements insuring that the improvements conform to all conditions, covenants and restrictions of record, that there are neither encroachments of existing improvements onto adjacent land or encroachments from adjacent land onto the Project, that the intended use of the Project complies with all applicable zoning ordinances, and such other endorsements as Lender may require, including, when applicable, endorsements with respect to future advances, arbitration, variable interest rates, contiguity, first loss, creditors rights, access and entry, and single or multiple tax parcel. Upon the Lender's request, an "**as built**" survey from a surveyor acceptable to Lender showing all lot and street boundaries, as well as the location of all improvements, easements and encroachments, if any, will be required with respect to the new construction of any Building. The insurer, the policy form and substance, the exceptions and the survey shall be subject to Lender's approval. The policy is to include mechanic's lien endorsement coverage during construction.

(f) In connection with the foregoing the Borrower shall fund insurance reserves as required by the Mortgage.

**Section 8.07. Preservation of Corporate Existence.** Borrower will preserve and maintain its corporate existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business, including qualification to do business in the State; and shall conduct its business in an orderly, efficient and regular manner and shall maintain its status as a Tax-Exempt Organization, including that the Project at all times shall be operated for a purpose authorized under Section 145 of the Code.

**Section 8.08. Performance by Lender.** If Borrower at any time fails to perform or observe any of the covenants or agreements contained in this Agreement, and if such failure shall continue for a period of thirty (30) calendar days after Lender gives Borrower written notice thereof (or in the case of the agreements contained in Sections 8.05 and 8.06 hereof, immediately upon the occurrence of such failure, without notice or lapse of time), Lender may, but need not, perform or observe such covenant on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's name) and may, but need not, take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure (including, without

limitation, the payment of taxes, the satisfaction of security interests, liens or encumbrances, the performance of obligations owed to account debtors or other obligors, the procurement and maintenance of insurance, the execution of assignments, security agreements and financing statements, and the endorsement of instruments); and Borrower shall thereupon pay to Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with or as a result of the performance or observance of such agreements or the taking of such action by Lender, together with interest thereon from the date expended or incurred at the Advance Rate. To facilitate the performance or observance by Lender of such covenants of Borrower, Borrower hereby irrevocably appoints Lender, or the delegate of Lender, acting alone, as the attorney in fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file in the name and on behalf of Borrower any and all instruments, documents, assignments, security agreements, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Agreement.

## ARTICLE IX

### ADDITIONAL COVENANTS OF BORROWER

So long as the Loan and the Bonds shall remain unpaid, unless Lender otherwise in writing consents, Borrower agrees that:

**Section 9.01. Sale of Assets.** Other than in the ordinary course of business (including future financings), without the Lender's written consent, Borrower will not sell, lease, assign, transfer or otherwise dispose of all or a substantial part of its assets or of any of the Project or other owned real estate in Champaign, Illinois, or any interest therein (exclusive of Equipment) whether in one transaction or in a series of transactions. Disposition of interests in real estate are not deemed in the "**ordinary course of business.**"

The Note shall become due and payable and the Bonds redeemed if the Borrower, without Lender's prior written consent, sells or otherwise transfers either the legal or equitable title to the Project without the Lender's consent. A "**sale or transfer**" means the conveyance of the Project or any right, title or interest in the Project (exclusive of Equipment), whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than twenty (20) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Project, or by any other method of conveyance of an interest in the Project. If any grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than fifty percent (50%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such grantor.

**Section 9.02. Consolidation and Merger.** Except as Lender in writing approves, Borrower will not consolidate with or merge into any person, or permit any other person to merge into it, or acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all of the assets of any other person.

**Section 9.03. Accounting.** Without the Lender's written consent, Borrower will not adopt, permit or consent to any material change in accounting principles other than as required by generally accepted accounting principles, and Borrower will not adopt, permit or consent to any change in its fiscal year.

**Section 9.04. Transfers.** Other than in the ordinary course of business, Borrower will not in any manner transfer any property constituting the Project without prior or present receipt of full and adequate consideration.

**Section 9.05. Place of Business.** Borrower will not permit any part of the Project or any records pertaining to the Equipment to be located in any state or area in which, in the event of such location, a financing statement covering the Project would be required to be, but has not in fact been, filed in order to perfect the security interest created pursuant to this Agreement or the Mortgage and Security Agreement.

**Section 9.06. Additional Loans and Bonds.** Without the Lender's written consent, which shall not be unreasonably withheld, the Borrower will not incur, contract for, assume, or permit to

remain outstanding, indebtedness for borrowed money, installment obligations, or obligations under capital leases or operating leases, at any one time, secured superior to the Mortgaged Property, other than (1) unsecured trade debt incurred in the ordinary course of business, (2) indebtedness owing to the Lender, (3) indebtedness reflected in the latest financial statement of the Borrower furnished to be Lender prior to execution of this Agreement and that is not to be paid with proceeds of borrowings, and (4) indebtedness outstanding as of the date hereof that has been disclosed to the Lender in writing and that is not to be paid with proceeds of borrowings under this Agreement.

**Section 9.07. Use of the Equipment and Buildings.** Borrower will not install, use, operate or maintain the Equipment or any Building or other Real Estate or other Facilities improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

**Section 9.08. Certain Financial Covenants.**

(a) Borrower shall provide and Lender shall review and approve the following:

(i) Opinion of counsel as to the Borrower's ability to legally enter in to the transaction under this Agreement, the enforceability of the Loan/Bond documents, and the absence of any bankruptcy proceedings or material litigation;

(ii) Opinion of Bond Counsel that the Bonds are qualified tax exempt obligations; and

(iii) Evidence of clear title to the Real Estate in the form of a title insurance commitment acceptable to the Lender, with all endorsements as may be necessary in the opinion of the Lender.

(b) Borrower shall continue to maintain primary deposit accounts with the Lender.

(c) Borrower shall be responsible for all out of pocket expenses associated with the Bonds financing, including appraisal charges, title work, and legal fees.

## ARTICLE X

### DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS

Borrower shall provide a complete written report to Lender immediately upon any loss, theft, damage or destruction of any Equipment or the Buildings or other Facilities and of any accident involving any Equipment. If all or any part of the Equipment or any Building is lost, stolen, destroyed or damaged beyond repair ("**Damaged Equipment**" or "**Damaged Building**," as applicable), unless the Lender otherwise consents, Borrower shall as soon as practicable after such event either: (a) replace the same at Borrower's sole cost and expense with equipment, buildings or structures having substantially similar specifications and of equal or greater value to the Damaged Equipment or Damaged Building or other Facilities, as applicable, immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lender's approval, whereupon such replacement equipment and real estate shall be substituted in this Agreement and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Amount of the Damaged Equipment or Damaged Building. Borrower shall notify Lender of which course of action it will take within fifteen (15) calendar days after the loss occurrence. If, within forty-five (45) calendar days of the loss occurrence, (a) fails to notify Lender; (b) Borrower and Lender fail to execute an amendment to this Agreement to delete the Damaged Equipment or Damaged Building and add the replacement equipment, building or real estate or (c) Borrower fails to pay the applicable Prepayment Amount, then Lender may, at its sole discretion, declare the applicable Prepayment Amount to be immediately due and payable, and Borrower is required to pay the same. The Net Proceeds of insurance with respect to Damaged Equipment or Damaged Building shall be made available by Lender to be applied to discharge Borrower's obligation under this Article, the payment of the Prepayment Amount and the termination of Lender's interest in the Damaged Building or Damaged Equipment subject to the terms of Section 2.07 hereof. For purposes of this Article, the term "**Net Proceeds**" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorneys' fees) incurred in the collection of such claim or award. The terms "**Damaged Equipment**" and "**Damaged Building**" shall include any Equipment or Real Estate or Building taken by eminent domain.

## ARTICLE XI

### ASSIGNMENT, SUBLEASING AND SELLING

**Section 11.01. Assignment by Lender.** Subject to Section 8.02 this Agreement, and the obligations of Borrower to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees (who shall be a purchaser of the Bonds or purchase of an interest therein) by Lender at any time subsequent to its execution, without the necessity of obtaining the consent of Issuer or Borrower; provided, however, that no such assignment or reassignment shall be effective unless and until (a) Issuer and Borrower shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, which notice Issuer shall maintain as evidence of the ownership and registration of the Bonds, and (b) in the event that such assignment or reassignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement and the Bonds, such bank or trust company agrees to maintain, or cause to be maintained, a registration system by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Issuer or Borrower, to furnish such information to Issuer or Borrower. Upon receipt of notice of assignment, Borrower will reflect in a registration system the assignee designated in such notice of assignment, and shall agree to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Issuer and Borrower may from time to time have against Lender or the assignee. Issuer and Borrower agree to execute all documents, including such matters of record, notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lender or its assignee to protect its or their interests in the Equipment and in this Agreement. The foregoing shall not prohibit granting of participations in the Bonds.

**Section 11.02. No Sale or Assignment by Borrower.** This Agreement may not be sold, assumed, assigned or encumbered by Borrower without the prior written consent of Lender and Issuer, together with a written opinion of Bond Counsel that the tax-exempt status of the Bonds will not be adversely affected thereby.

## ARTICLE XII

### EVENTS OF DEFAULT AND REMEDIES

**Section 12.01. Events of Default.** The following constitute "Events of Default" under this Agreement:

(a) failure by Borrower (i) to pay to Lender, including as assignee of Issuer, as the case may be, when due any Loan Payment or to pay any other payment required to be paid hereunder and/or (ii) debt service when due on the Bonds;

(b) failure by Borrower to maintain or cause to be maintained the insurance coverages in accordance with Section 8.06 hereof;

(c) failure by Borrower to pay when due any Related Note or any other Funded Debt other than the Note and the Bonds or in connection with the Borrower's employee benefit plans;

(d) failure by Borrower to observe and perform any other covenant, condition or agreement other than (a) and (b) above contained in this Agreement or any covenant, condition or agreement in the Tax Regulatory Agreement, in the Mortgage and Security Agreement, in any Related Document, or in any other document or agreement executed in connection herewith on its part to be observed or performed for a period of thirty (30) days after written notice is given to Borrower or Issuer, as the case may be, specifying such failure and requesting that it be remedied; provided, however, that, if the failure stated in such notice cannot be corrected within such 30-day period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Borrower, within the applicable period and diligently pursued until the default is corrected, but in any event within not to exceed an additional ninety (90) days;

(e) initiation by Issuer of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Issuer;

(f) Borrower shall be or become insolvent, or make an assignment for the benefit of creditors; or Borrower shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Borrower or shall institute or have instituted (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Borrower; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Borrower;

(g) determination by Lender that any representation or warranty made by Borrower herein, in the Tax Regulatory Agreement or in any other Related Document executed in connection herewith was untrue in any material respect when made;

(h) an Event of Taxability shall occur;

(i) any of the following shall occur:

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower defaults under any term, extension of credit, security agreement, purchase or sale agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or any Related Document is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents causes to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceeding.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts with Lender. However, this Event of Default shall not apply if there is a good faith dispute by as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in the sole discretion, as being an adequate reserve or bond for the dispute.

**Condemnation.** All or any material portion of the Collateral is condemned, seized, appropriated or otherwise without compensation, the Borrower does not within thirty (30) days after such condemnation, seizure, or appropriation, initiate and diligently prosecute appropriate action to contest in good faith the validity of such condemnation, seizure, or appropriation.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender reasonably believes the prospect of payment or performance of the Loan is impaired.

**Section 12.02. Remedies on Default.** Whenever any Event of Default shall have occurred and be continuing, Lender, including as assignee of Issuer, shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps insofar as the same are available to secured parties, including under Article 9 of the UCC in effect in the State from time to time with respect to the Equipment or any additional or substitute Pledged Property, and which are otherwise accorded to Lender, as assignee of Issuer, by applicable law (without regard to any order set out below):

(a) by notice to Issuer and Borrower, declare the entire unpaid principal amount of the Loan and the Bonds then outstanding, all interest accrued and unpaid thereon and all amounts payable under this Agreement to be forthwith due and payable, whereupon the Loan, all such accrued interest and all such amounts shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by Borrower;

(b) take possession of the Pledged Property, wherever situated, provided that Borrower shall remain directly liable for the deficiency, if any, between the amounts received during the same period of time, after deducting all costs and expenses, including reasonable attorneys' fees and expenses, incurred with respect to the recovery of the Collateral;

(c) take possession of the Pledged Property, wherever situated, without any court order or other process of law:

**FIRST**, to pay all proper and reasonable costs and expenses associated with the recovery, repair, maintenance, storage and sale of the Real Estate, the Building, the Equipment and additional or substitute Pledged Property, including reasonable attorneys' fees and expenses;

**SECOND**, to pay (i) Lender the amount of all unpaid Loan Payments or other obligations (whether direct or indirect owed by Borrower to Lender), if any, which are then due and owing, together with interest and late charges thereon, (ii) Lender the then applicable Prepayment Amount (taking into account the payment of past-due Loan Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to calculate the Loan Payments, from the next preceding due date of a Loan Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable to Lender or Issuer hereunder; and

**THIRD**, to pay the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Pledged Property to Borrower;

(d) foreclose the Mortgage and Security Agreement or any other security documents;

(e) proceed by appropriate court action to enforce specific performance by Issuer or Borrower of the applicable covenants of this Agreement or the Mortgage and Security Agreement or any other security documents or to recover for the breach thereof, including the payment of all amounts due from Borrower. Borrower shall pay or repay to Lender or Issuer all costs of any such action or court action, including, without limitation, reasonable attorneys' fees; and

(f) exercise setoff and other rights under Section 5.04 hereof.

(g) take whatever action at law or in equity may appear necessary or desirable to enforce its rights with respect to the Pledged Property and/or the Mortgage and Security Agreement. Borrower shall pay or repay to Lender or Issuer all costs of any action, proceedings or court action, including, without limitation, reasonable attorneys' fees.

Notwithstanding any other remedy exercised hereunder, Borrower shall remain obligated to pay to Lender any unpaid portion of the Prepayment Amount.

**Section 12.03. No Remedy Exclusive.** No remedy herein or in the Mortgage and Security Agreement or any other security documents conferred upon or reserved to Lender or Issuer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender or Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by this Article. All remedies herein conferred upon or reserved to Lender or Issuer shall survive the termination of this Agreement.

## ARTICLE XIII

### MISCELLANEOUS

**Section 13.01. Costs and Expenses of Lender or Issuer.** Borrower shall pay to Lender and/or Issuer, in addition to the Loan Payments payable by Borrower hereunder, such amounts in each year as shall be required by Lender or Issuer in payment of any reasonable costs and expenses incurred by Lender or Issuer in connection with the execution, performance or enforcement of this Agreement, including but not limited to payment of all reasonable fees, costs and expenses and all administrative costs of Lender and/or Issuer in connection with the Loan, expenses (including, without limitation, attorneys' fees and disbursements and whether or not suit is filed or other proceedings commenced), fees of auditors or attorneys, insurance premiums not otherwise paid hereunder and all other direct and necessary administrative costs of Lender or Issuer or charges required to be paid by it in order to comply with the terms of, or to enforce its rights under, this Agreement and/or the Mortgage and Security Agreement and/or Tax Regulatory Agreement. Such costs and expenses shall be billed to Borrower by Lender or Issuer from time to time, together with a statement certifying that the amount so billed has been incurred by Lender and/or Issuer for one or more of the items above described, or that such amount is then payable by Lender and/or Issuer for such items. Amounts so billed shall be due and payable by Borrower within 30 days after receipt of the bill by Borrower. Any amounts not timely paid (within 30 days of billing) shall bear interest at the Advance Rate from the date incurred.

**Section 13.02. Disclaimer of Warranties.** THE BORROWER RECOGNIZES THAT NEITHER THE ISSUER NOR THE LENDER HAS MADE AN INSPECTION OF THE PROJECT OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND NEITHER THE ISSUER NOR THE LENDER MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS, SUITABILITY OR FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF. THE BORROWER FURTHER RECOGNIZES THAT THE ISSUER HAS NO TITLE INTEREST TO ANY PART OF THE PROJECT AND THAT THE ISSUER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ISSUER'S OR THE BORROWER'S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, NEITHER THE ISSUER NOR THE LENDER SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY EITHER THE ISSUER OR THE LENDER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OF THE STATE OF ILLINOIS OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

**Section 13.03. Notices.** All notices, certificates, requests, demands and other communications provided for hereunder or under the Tax Regulatory Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth above and, if telecopied, transmitted to that party at its telecopier number set forth above or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by telecopy or electronic mail. If notice to Borrower of any intended disposition of the Equipment or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in this Section) at least ten (10) calendar days prior to the date of intended disposition or other action.

**Section 13.04. Further Assurances and Corrective Instruments.** Issuer (at Borrower's expense) and Borrower hereby agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further acts, instruments, conveyances, transfers and assurances, as Lender reasonably deems necessary or advisable for the implementation, correction, confirmation or perfection of this Agreement, the Mortgage and Security Agreement or the Tax Regulatory Agreement and any rights of Lender or Issuer hereunder or thereunder.

**Section 13.05. Binding Effect; Time of the Essence.** This Agreement shall inure to the benefit of and shall be binding upon Lender, Issuer, Borrower, the owners of the Bonds, and their respective successors and assigns. Time is of the essence of this Agreement.

**Section 13.06. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.07. Amendments.** To the extent permitted by law, the terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed either (i) by the parties hereto or (ii) with respect to any amendment which does not adversely affect the rights or remedies of the Issuer, by the Borrower and the Lender, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**Section 13.08. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart, provided that only the original counterpart in the possession of Lender shall constitute chattel paper under the UCC, as the case may be.

**Section 13.09. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 13.10. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 13.11. Entire Agreement.** This Agreement, the Mortgage and Security Agreement, the Tax Regulatory Agreement, and the exhibits hereto and thereto constitute the entire agreement among Lender, Issuer, Borrower. There are no understandings, agreements, representations or warranties, express or implied, not specified herein or in such documents regarding this Agreement or the Project financed or refinanced under this Agreement.

**Section 13.12. Usury.** It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Agreement, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

**Section 13.13. Limited Liability of Issuer.** Notwithstanding any provision or obligation to the contrary set forth herein, no provision of this Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit of the Issuer, the liability of the Issuer hereunder shall be limited to its interest in the Project, this Agreement, and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Borrower hereunder. The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if a default shall occur hereunder.

**Section 13.14. Performance of Issuer; Covenants.** The Issuer covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions expressly required of it in this Agreement or the Tax Regulatory Agreement, in the Bonds executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; *provided, however*, that except for the matters set forth in this Agreement, the Tax Regulatory Agreement and the Bonds relating to payment of the Bonds, the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Borrower or by the Lender, or shall have received the instrument to be executed and at the option of the Issuer shall have received from the party requesting such action or execution assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses, including legal counsel fees, incurred or to be incurred in connection with taking such action or executing such instrument. The Issuer covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Act and the Bond Resolution, to issue the Bonds authorized hereby and to execute this Agreement, to assign and pledge the amounts payable by the Borrower hereunder (except as otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and

delivery of this Agreement has been duly and effectively taken, and that the Bonds is and will be the valid and enforceable obligation of the Issuer according to the terms thereof and hereof. Anything contained in this Agreement to the contrary notwithstanding, it is hereby understood that none of the covenants of the Issuer contained in this Agreement are intended to create a general or primary obligation of the Issuer.

**Section 13.15. Financing Statements of Issuer.** The Issuer shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the maintenance of any security interest intended to be perfected thereby. The Issuer, to the extent permitted by law, at the expense of the Borrower, shall execute such instruments provided to it by the Borrower as may be reasonably necessary in connection with such filing or recording.

**Section 13.16. Default by Issuer; Limited Liability.** Notwithstanding any provision or obligation to the contrary set forth herein, no provision of this Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit of the Issuer, the liability of the Issuer hereunder shall be limited to its interest in the Project, this Agreement and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Borrower hereunder. The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if a default shall occur hereunder.

**Section 13.17. Waiver of Jury Trial.** LENDER AND BORROWER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS AMONG LENDER OR BORROWER RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LENDER AND BORROWER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[THE REMAINDER OF PAGE IS INTENTIONALLY BLANK;  
THE EXECUTION PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in their respective corporate names by their duly authorized officers, all as of the date first written above.

**Lender:** **HICKORY POINT BANK AND TRUST,  
Champaign, Illinois, as Lender**

By: \_\_\_\_\_  
Title: Senior Lender, Champaign Region

**Issuer:** **THE COUNTY OF CHAMPAIGN, ILLINOIS**

By: \_\_\_\_\_  
County Board Executive

**Borrower:** **COUNTRYSIDE SCHOOL OF  
CHAMPAIGN/URBANA, INC.**

By: \_\_\_\_\_  
Title: Board President

[EXECUTION PAGE OF LOAN AGREEMENT]

[This page may be executed in counterparts.]

## **Exhibit A to Loan Agreement**

### **SCHEDULE OF PROJECT AND LOAN PAYMENTS**

#### **Description of Project**

The following Project is the subject of the Loan Agreement by and among Hickory Point Bank and Trust, Champaign, Illinois ("**Lender**"), The County of Champaign, Illinois ("**Issuer**"), and Countryside School of Champaign/Urbana, Inc. ("**Borrower**"): a performance gym, and related facilities, improvements and costs, all located at (the "**Project Site**"): 4301 West Kirby Avenue, in Champaign, Illinois (collectively, the "**Project**").

## SCHEDULE OF LOAN PAYMENTS

The Loan, the Note and the Bonds shall be payable and prepayable as to principal and interest, as follows:

**Redemption/Prepayment Amount:** The Bonds, the Note and the Loan are subject to redemption and prepayment prior to maturity or due date in whole (and if in whole together with all other amounts due the Lender and Issuer under this Agreement) or in part on any Payment Date without premium or penalty.

Notice of any such redemption and prepayment shall be sent by first class mail not less than five (5) Business Days nor more than fifteen (15) Business Days prior to the date fixed for redemption and prepayment to the registered owner of each Bond (or part thereof) to be redeemed at the address shown on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished in writing by such registered owner to the Registrar. When so called for redemption and prepayment, the Bonds will cease to bear interest on the specified redemption and prepayment date, provided funds for redemption and prepayment are on deposit at the place of payment at that time, and shall not be deemed to be outstanding. The owner of any Bond may waive any procedural requirement for redemption and prepayment. The Lender shall provide new payment schedules for the Note and Bonds reflecting any partial redemption and prepayments.

**Payment/Interest Rates.** The Loan, the Note and the Bonds, subject to a Put Option, shall be payable and shall bear interest, computed on a 365/360 basis (that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding), as follows: three hundred (300) consecutive monthly installments of substantially level debt service payments, principal and interest aggregated, payable on the \_\_ day of each month, commencing June \_\_, 2021 (each such \_\_ day a "**Payment Date**"), sufficient to fully amortize the outstanding and unpaid principal balance thereof, based on the Interest Rate then in effect, on May \_\_, 2046, with all amounts due and not previously paid (including a balloon payment, as applicable) to be due and payable on May \_\_, 2046, or earlier prepayment and redemption, as the case may be, with interest on the unpaid principal balance at the rate percent per annum: (i) from the date thereof to and including May \_\_, 2026, at the rate of 2.85% per annum; and (ii) thereafter, (A) from May \_\_, 2026 to and including May \_\_, 2031, (B) from May \_\_, 2031 to and including May \_\_, 2036, (B) from May \_\_, 2036 to and including May \_\_, 2041, and (D) from May \_\_, 2041 to and including May \_\_, 2046 (each such five (5)-year period in (A), (B), (C) and (D) a "**Reset Period**"), at a rate percent per annum equal (A) 260 basis points plus (B) the Federal Home Loan Bank of Chicago Fixed Rate for Advances with a five (5)-year maturity ("**HLB 5-year Rate**"), times the Lender's tax-exempt multiplier (subject to the restriction that the interest rate so determined for the Reset Period in (A) is subject to a ceiling of 7.75% and a floor of 2.85% per annum), based upon the average for the published HLB 5-year Rates for 30 days next preceding, as applicable, May \_\_, 2026 in (A), May \_\_, 2031 in (B), May \_\_, 2036 in (C), and May \_\_, 2041 in (D). For each Reset Period, Loan Payment amounts for the remaining Principal portion of the Loan will be adjusted and re-amortized over the remaining term of the Loan.

After an Event of Taxability the Bonds, the Note and the Loan shall bear interest at the Taxable Rate and during an Event of Default under Section 12.01(a) of the Agreement at the

Default Rate (with amortization based on the interest rate in effect on the last preceding Payment Date).

**GENERAL DESCRIPTION OF PROJECT REAL ESTATE**

4301 West Kirby Avenue  
Champaign, Illinois

**LEGAL DESCRIPTION OF THE PROJECT REAL ESTATE**

**EXHIBIT "A"**

**Legal Description:**

Location: 4301 West Kirby Avenue, in Champaign, Illinois

Tract 1:

Lot 1 of Curtis Bros. Subdivision, as per plat recorded in Plat Book "N" at Page 17, as Document No. 658736, in Champaign County, Illinois.

Tract 2:

Lot 201 in the Trails at Brittany-Countryside I, a subdivision in Champaign County, Champaign, Illinois.

Tract 3:

Lot 301 of the Trails at Brittany Countryside 2nd Subdivision, as per Plat recorded February 1, 2002 as Document No. 2002R5133, in Champaign County, Illinois.

All situated in Champaign County, Illinois.

## **PERSONAL PROPERTY / COLLATERAL / PLEDGED PROPERTY**

The following personal property of every kind and nature, including all of the below described property in which Debtor has or may have an interest located at 4301 West Kirby Avenue, in Champaign, Illinois or which Debtor has placed, established or maintained at one or more of its physical locations, including but not limited to all furnishings, fixtures and equipment, and the funds and accounts and all other personal property as referenced in the Loan Agreement made by and among Borrower, Lender and Issuer:

All accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all Promissory Notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property; all insurance refunds relating to the foregoing property; (all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property) and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing, all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and account proceeds).

The foregoing expressly excludes IRAs, Keough Accounts and trust accounts prohibited by law from a security interest and expressly excludes the Borrower's restricted gifts and donations.

**Exhibit B to Loan Agreement**

**[RESERVED]**

**Exhibit C to Loan Agreement**

**FORM OF OPINION OF COUNSEL TO BORROWER**

\_\_\_\_\_, 2021

The County of Champaign  
Brookens Administration Center  
1776 E. Washington Street  
Urbana, Illinois 61802

Hickory Point Bank and Trust  
202 West Park Avenue  
Champaign, Illinois 61820

Countryside School of Champaign/Urbana, Inc.  
4301 West Kirby Avenue  
Champaign, Illinois 61822

Ice Miller LLP  
200 W. Madison Street, Suite 3500  
Chicago, Illinois 60606

**Re: \$ \_\_\_\_\_ The County of Champaign, Illinois Capital Improvement Revenue Refunding Bonds, Series 2021 (Countryside School Project)**

Ladies and Gentlemen:

We have acted as counsel to Countryside School of Champaign/Urbana, Inc. (the "**Borrower**"), an Illinois not for profit corporation, with respect to the issuance and delivery of the above-captioned **The County of Champaign, Illinois Capital Improvement Revenue Refunding Bonds, Series 2021 (Countryside School Project)** (the "**Bonds**"), and in connection with the Loan Agreement, dated as of \_\_\_\_\_, 2021 (including the Note, the "**Loan Agreement**"), by and among Hickory Point Bank and Trust, Champaign, Illinois (the "**Lender**"), The County of Champaign, Illinois (the "**Issuer**"), and the Borrower, the Tax Regulatory Agreement, dated as of \_\_\_\_\_, 2021 (the "**Tax Regulatory Agreement**"), by and among the Issuer, the Borrower and the Lender, and the Mortgage and Security Agreement, dated as of \_\_\_\_\_, 2021 (the "**Mortgage and Security Agreement**"), from the Borrower to the Lender (the Loan Agreement, the Tax Regulatory Agreement and the Mortgage and Security Agreement, together with the Borrower-related closing documents, certificates and instruments are collectively referred to as "**Borrower Agreements**"), we have reviewed a duplicate original or a certified copy of each of the referenced Borrower Agreements. Any terms utilized by us in this opinion, which are not otherwise specifically defined by us, are intended to possess their respective meanings as defined in the Loan Agreement.

Based on our examination of the Borrower Agreements and such other documents and materials as we deemed relevant, we are of the opinion that:

1. The Borrower (i) is a not for profit corporation validly existing and in good standing under the laws of the State of Illinois, (ii) has full corporate power and authority to authorize,

execute and deliver the Borrower Agreements and approve the Bonds, (iii) has, by all necessary corporate action, authorized the execution, delivery and performance of the Borrower Agreements and approved the Bonds, and (iv) has full corporate power and authority to conduct the business now being conducted by it and as contemplated by the Borrower Agreements..

2. The Borrower is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), is exempt from federal income taxes under Section 501(a) of the Code (other than taxation of unrelated business income subject to taxation under Section 511 of the Code) and is not a “private foundation” as defined in Section 509(a) of the Code.

3. The Borrower possesses the full power and authority to execute and deliver the Borrower Agreements and to perform the terms of such Borrower Agreements which the Borrower is required perform. The Borrower Agreements have been duly and validly authorized by all necessary corporate action on the part of the Borrower, and have been duly executed and delivered by authorized officers of the Borrower, are in full force and effect and constitute the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms (including against claims of bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights).

4. The execution and delivery of the Borrower Agreements, the performance by the Borrower of its obligations thereunder, the consummation of the transactions contemplated by the Borrower Agreements, and the performance by the Borrower of the terms of the Borrower Agreements which the Borrower is required to perform, will not result in the violation of any provision of the Articles of Incorporation or the Bylaws of the Borrower or any applicable law or regulation and do not conflict with any resolution adopted by the Board of Trustees of the Borrower or any committee thereof.

5. The execution and delivery of the Borrower Agreements, the performance by the Borrower of its obligations thereunder, the consummation of the transactions contemplated by the Borrower Agreements, and the performance by the Borrower of the terms of the Borrower Agreements of which the Borrower is required to perform, will not result in the violation of any provision of, or in a default under, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule or regulation where the Borrower is a party or by which the Borrower or any of the Borrower's property is bound or violate any existing law, rule, regulation, judgment, court order or consent decree by which the Borrower or its property is or may be bound.

6. There are no legal or governmental actions, suits, proceedings, inquiries or investigations pending, or, to our knowledge, threatened or contemplated, where the Borrower is or may become a party or any property of the Borrower is or may become subject, other than ordinary routine litigation incident to the nature of the business being conducted by the Borrower which seek to contest or challenge the issuance of the Bonds, the legality, validity, binding effect or enforceability of the Bonds or the Borrower Agreements, the corporate existence or powers of the Borrower or the Borrower’s status as described in paragraph 2 above, which seek to restrain or enjoin the Borrower from entering into or otherwise performing the Borrower Agreements, or which, if determined adversely to the Borrower, will not result in, individually or in the aggregate, a material adverse effect on the financial position or the results of operations of the Borrower.

7. There are no legal or governmental proceedings pending, or, to our knowledge, threatened or contemplated, where an unfavorable decision, ruling or finding would adversely affect the validity of or the security relating to the Bonds or the Borrower Agreements or the transactions thereby contemplated.

8. The Lender, as a consequence of recording the Mortgage and Security Agreement in the applicable county, and filing of the UCC-1's related to the Pledged Property, will possess a first priority mortgage on the Real Estate and the Buildings and a first security interest in the Pledged Property.

Sincerely,

**[FIRM NAME]**

By: \_\_\_\_\_  
[NAME], Esq.

**Exhibit D to Loan Agreement**

**FORM OF OPINION OF SPECIAL COUNSEL TO ISSUER**

**Exhibit E to Loan Agreement**  
**FORM OF OPINION OF BOND COUNSEL**

Exhibit F to Loan Agreement

THE TRANSFERABILITY OF THIS BOND IS RESTRICTED AS DESCRIBED IN ARTICLE VI OF THE  
HEREINAFTER DEFINED LOAN AGREEMENT

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
THE COUNTY OF CHAMPAIGN, ILLINOIS  
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND, SERIES 2021  
(COUNTRYSIDE SCHOOL PROJECT)

NO. \_\_\_ MATURITY DATE: DATED DATE: INTEREST RATE: \$ \_\_\_\_\_  
May \_\_, 2046 \_\_\_\_\_, 2021 As set forth herein

THE COUNTY OF CHAMPAIGN, ILLINOIS (hereafter referred to as "Issuer"), a unit of local government created and existing under the provisions of the laws of the State of Illinois (the "State"), for value received, hereby promises to pay to:

or to registered assigns, but solely from the Loan Payments hereinafter described, the principal sum of:

in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Loan Payments, in like coin and currency, interest on the outstanding principal balance hereof from the date hereof, such interest to be at the rates, and all such payments of interest, principal or interest and principal to be payable at the time and place, in the amounts and in accordance with the terms set forth in that certain Loan Agreement dated as of \_\_\_\_\_, 2021 (including the related Series 2021 Note, the "Loan Agreement," with respect to which undefined terms herein shall have the meanings therein) among the Issuer, Hickory Point Bank and Trust, Champaign, Illinois (the "Lender"), and Countryside School of Champaign/Urbana, Inc. ("Borrower"). This Bond incorporates the applicable terms and provisions of the Loan Agreement.

The Bonds, subject to a put option, shall be payable and shall bear interest, computed on a 365/360 basis (that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding), as follows: three hundred (300) consecutive monthly installments of substantially level debt service payments, principal and interest aggregated, payable on the \_\_\_ day of each month, commencing June \_\_, 2021 (each such \_\_\_ day a "Payment Date"), sufficient to fully amortize the outstanding and unpaid principal balance thereof, based on the Interest Rate then in effect, on May \_\_, 2046, with all amounts due and not previously paid (including a balloon payment, as applicable) to be due and payable on May \_\_, 2046, or earlier prepayment and redemption, as the case may be, with interest on the unpaid principal balance at the rate percent per annum: (i) from the date thereof to and including May \_\_, 2026, at the rate of 2.85% per annum; and (ii) thereafter, (A) from May \_\_, 2026 to and including May \_\_, 2031, (B) from May \_\_, 2031 to and including May \_\_, 2036, (B) from May \_\_, 2036 to and including May \_\_, 2041, and (D) from May \_\_, 2041 to and including May \_\_, 2046 (each such five (5)-year period in (A), (B), (C) and (D) a "Reset Period"), at a rate percent per annum equal (A) 260 basis points plus (B) the

Federal Home Loan Bank of Chicago Fixed Rate for Advances with a five (5)-year maturity ("**HLB 5-year Rate**"), times the Lender's tax-exempt multiplier (subject to the restriction that the interest rate so determined for the Reset Period in (A) is subject to a ceiling of 7.75% and a floor of 2.85% per annum), based upon the average for the published HLB 5-year Rates for 30 days next preceding, as applicable, May \_\_, 2026 in (A), May \_\_, 2031 in (B), May \_\_, 2036 in (C), and May \_\_, 2041 in (D). For each Reset Period, Loan Payment amounts for the remaining Principal portion of the Loan will be adjusted and re-amortized over the remaining term of the Loan. After an Event of Taxability this Bond, the Loan and the Note shall bear interest at the Taxable Rate and after an Event of Default under Section 12.01(a) of the Loan Agreement at the Default Rate (with amortization based on the interest rate in effect on the last preceding Payment Date).

Each monthly installment due on each Payment Date includes interest from the later of the Dated Date hereof or from the most recent monthly Payment Date which has been paid, on the outstanding balance of the Principal Amount at the Interest Rate set forth herein, together with the principal due, as the case may be, as applicable, by check or draft mailed to the Registered Owner hereof, in lawful money of the United States of America at the address of the Registered Owner hereof as shown on the registration books of the Issuer maintained by Hickory Point Bank and Trust, Champaign, Illinois as the Bond registrar (the "**Bond Registrar**" and, as applicable, "**Paying Agent**") for such purpose to the Registered Owner of record hereof as of the close of business on the fifth (5th) day (whether or not a business day) next preceding each Payment Date.

The Bonds and the Loan are subject to redemption and prepayment prior to maturity or due date in whole (and if in whole together with all other amounts due the Lender and Issuer under the Agreement) or in part on any Payment Date without premium or penalty.

Notice of any such redemption and prepayment shall be sent by first class mail not less than five (5) Business Days nor more than fifteen (15) Business Days prior to the date fixed for redemption and prepayment to the registered owner of each Bond (or part thereof) to be redeemed at the address shown on the registration books of the Issuer maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption and prepayment, the Bonds will cease to bear interest on the specified redemption and prepayment date, provided funds for redemption and prepayment are on deposit at the place of payment at that time, and shall not be deemed to be outstanding. The owner of any Bond may waive any procedural requirement *for* redemption and prepayment. The Lender shall provide new payment schedules for the Note and Bonds reflecting any partial redemption and prepayments.

The outstanding principal balance of this Bond shall bear interest at the Interest Rate set forth above (and during certain periods at the Taxable Rate or the Default Rate, as the case may be, as set forth in the Loan Agreement) and shall be due and payable as set forth above by check or draft of the Paying Agent, to the registered owners of the Bonds as of the close of business on the fifth (5th) calendar day of the next preceding applicable Payment Date, on the registration books therefor (the "**Bond Register**") maintained by the Bond Registrar.

This Bond, which is one of the Bonds issued under the Loan Agreement in the initial aggregate principal amount of \$ \_\_\_\_\_, is issued under and pursuant to the Loan Agreement, the Industrial Building Revenue Bond Act (50 ILCS 445/1 *et seq.*, as supplemented and amended,

the " Act"), and an authorizing resolution of the County Board of the Issuer's adopted on May 20, 2021.

This Bond is payable as to principal and prepayment premium, if any, solely from Loan Payments to be made by Borrower under the Loan Agreement and is evidenced secured by, among other things, the Borrower's Note issued under the Loan Agreement and a Mortgage and Security Agreement, each dated as of \_\_\_\_\_, 2021, from the Borrower to the Lender, and otherwise in the manner and with the effect set forth in the Loan Agreement, to which reference is made as if set out in full in this place.

**This Bond and the obligation to pay principal or premium, if any, with respect hereto and interest hereon are special, limited obligations of the Issuer payable solely from the Loan Payments, and this Bond does not constitute an indebtedness or obligation of the Issuer, the State or any political subdivision thereof or a loan of credit of any of them, within the meaning of any constitutional or statutory provision, or a charge against the general credit or taxing powers, if any of the Issuer, the State or any political subdivision thereof; and no holder of this Bond shall have the right to compel any exercise of the taxing power of the Issuer, the State or any political subdivision thereof, to pay the principal of this Bond or the interest or premium, if any, thereon.**

The Issuer has designated the Bonds as "qualified tax-exempt obligations" under Section 265(6)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified, recited and declared that all acts, conditions and things required to exist to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Act, the Constitution and laws of the State applicable thereto and that the issuance of this Bond is in fully compliance with all Constitutional and statutory limitations, provisions and restrictions.

**IN WITNESS WHEREOF, THE COUNTY OF CHAMPAIGN, ILLINOIS** has issued this Bond and has caused the same to be signed by the signature of its County Board Executive, as attested by its County Clerk, under the Issuer's seal, as of the Dated Date set forth above.

(SEAL)

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

Attest:

By: \_\_\_\_\_  
County Board Executive

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

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication: \_\_\_\_\_

This Bond is described in the within mentioned Loan Agreement and is one of The County of Champaign, Illinois Capital Improvement Revenue Refunding Bonds, Series 2021 (Countryside School Project).

**HICKORY POINT BANK AND TRUST,**  
Champaign, Illinois, as Bond Registrar

**Bond Registrar and Paying Agent:** Hickory Point Bank and Trust,  
Champaign, Illinois

By \_\_\_\_\_  
Authorized Signer

**ASSIGNMENT**

**FOR VALUE RECEIVED,** the undersigned \_\_\_\_\_ (the "**Transferor**")  
\_\_\_\_\_ hereby sells, assigns and transfers unto (the "**Transferee**")

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ as attorney to register the transfer of the within Bond on the books kept for registration of transfer thereof, with full power of substitution in the premises.

Date: \_\_\_\_\_  
Signature Guaranteed: \_\_\_\_\_  
\_\_\_\_\_

**NOTICE:** Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e.. Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program.

**NOTICE:** No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.



Exhibit G to Loan Agreement

SERIES 2021 NOTE

Principal Sum:  
\$ \_\_\_\_\_

Maturity Date:  
May \_\_, 2046

Delivery Date:  
\_\_\_\_\_, 2021

Dated Date:  
\_\_\_\_\_, 2021

Interest Rate: As set forth herein

COUNTRYSIDE SCHOOL OF CHAMPAIGN/URBANA, INC., an Illinois not-for-profit corporation (the "Borrower"), for value received, promises to pay to HICKORY POINT BANK AND TRUST, Champaign, Illinois, as Lender (the "Lender"), under the Loan Agreement hereinafter referred to, the principal sum of:

\_\_\_\_\_ and \_\_/100 Dollars (\$ \_\_\_\_\_)

and to pay (i) interest on the unpaid balance of such principal sum from and after the Dated Date of this Note at the interest rate or interest rates (the Interest Rate above as more particularly stated in the Agreement, as herein defined or the Taxable Rate, as applicable) borne by the Bonds hereinafter referred to and (ii) interest on overdue principal, and to the extent permitted by law, on overdue interest, and not otherwise, at the interest rate provided under the terms of the hereinafter described Agreement.

The stated Interest Rate for the Bonds and this Note shall be (and at certain times the "Taxable Rate" and the "Default Rate" as provided in the Bonds (defined below)):

This Note has been executed and delivered by the Borrower pursuant to a certain Loan Agreement (the "Agreement," with respect to which undefined terms herein shall have the meanings therein), dated as of \_\_\_\_\_, 2021, by and among The County of Champaign, Illinois (the "Issuer"), the Lender and the Borrower. Terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

After an Event of Taxability this Note, the Loan and the Bond shall bear interest at the Taxable Rate.

Under the Agreement, the Issuer has loaned the Borrower the proceeds received from the sale of its \$ \_\_\_\_\_ Capital Improvement Revenue Refunding Bonds, Series 2021 (Countryside School Project), dated \_\_\_\_\_, 2021 (the "Bonds"), to be applied to assist in financing the Project. The Borrower has agreed to repay such loan by making Loan Payments at the times and in the amounts set forth in this Note. The Bonds have been issued, concurrently with the execution and delivery of this Note, pursuant to the Agreement.

The Loan, the Note and the Bonds, subject to a Put Option, shall be payable and shall bear interest, computed on a 365/360 basis (that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of

days the principal balance is outstanding), as follows: three hundred (300) consecutive monthly installments of substantially level debt service payments, principal and interest aggregated, payable on the \_\_\_ day of each month, commencing June \_\_, 2021 (each such \_\_\_ day a "**Payment Date**"), sufficient to fully amortize the outstanding and unpaid principal balance thereof, based on the Interest Rate then in effect, on May \_\_, 2046, with all amounts due and not previously paid (including a balloon payment, as applicable) to be due and payable on May \_\_, 2046, or earlier prepayment and redemption, as the case may be, with interest on the unpaid principal balance at the rate percent per annum: (i) from the date thereof to and including May \_\_, 2026, at the rate of 2.85% per annum; and (ii) thereafter, (A) from May \_\_, 2026 to and including May \_\_, 2031, (B) from May \_\_, 2031 to and including May \_\_, 2036, (B) from May \_\_, 2036 to and including May \_\_, 2041, and (D) from May \_\_, 2041 to and including May \_\_, 2046 (each such five (5)-year period in (A), (B), (C) and (D) a "**Reset Period**"), at a rate percent per annum equal (A) 260 basis points plus (B) the Federal Home Loan Bank of Chicago Fixed Rate for Advances with a five (5)-year maturity ("**HLB 5-year Rate**"), times the Lender's tax-exempt multiplier (subject to the restriction that the interest rate so determined for the Reset Period in (A) is subject to a ceiling of 7.75% and a floor of 2.85% per annum), based upon the average for the published HLB 5-year Rates for 30 days next preceding, as applicable, May \_\_, 2026 in (A), May \_\_, 2031 in (B), May \_\_, 2036 in (C), and May \_\_, 2041 in (D). For each Reset Period, Loan Payment amounts for the remaining Principal portion of the Loan will be adjusted and re-amortized over the remaining term of the Loan.

The Bonds, the Note and the Loan are subject to redemption and prepayment prior to maturity or due date in whole (and if in whole together with all other amounts due the Lender and Issuer under the Agreement) or in part on any Payment Date without premium or penalty.

Notice of any such redemption and prepayment shall be sent by first class mail not less than five (5) Business Days nor more than fifteen (15) Business Days prior to the date fixed for redemption and prepayment to the registered owner of each Bond (or part thereof) to be redeemed at the address shown on the registration books of the Issuer maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption and prepayment, the Bonds will cease to bear interest on the specified redemption date, provided funds for redemption and prepayment are on deposit at the place of payment at that time, and shall not be deemed to be outstanding. The owner of any Bond may waive any procedural requirement for redemption and prepayment. The Lender shall provide new payment schedules for the Note and Bonds reflecting any partial redemption and prepayments.

The outstanding principal balance of the Bonds shall bear interest at the rate or rates set forth above and shall be due and payable initially as to accrued interest, if any, and thereafter as to principal and/or interest, as the case may be as set forth above, in immediately available funds, on each Payment Date, commencing June \_\_, 2021, by check or draft or account or wire transfer of the Borrower to Hickory Point Bank and Trust, Champaign, Illinois, as Paying Agent (the "**Paying Agent**") to the registered owners of the Bonds as of the close of business on the fifth (5<sup>th</sup>) calendar day next preceding the applicable Payment Date, on the registration books therefor (the "**Bond Registrar**") maintained by Hickory Point Bank and Trust, Campaign, Illinois, as Bond Registrar (the "**Bond Registrar**").

All Loan Payments shall be payable in lawful money of the United States of America and shall be made to the Lender at its principal office at Champaign, Illinois for the account of the Issuer, and used as provided in the Agreement.

Subject to the next to last paragraph hereof, the obligation of the Borrower to make the payments required hereunder shall be absolute and unconditional and the Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Lender, or any other person.

This Note is subject to optional, extraordinary optional and mandatory prepayment, in whole and in part, upon the same terms and conditions, on the same dates and at the same prepayment prices, as the Bonds are subject to optional, extraordinary optional and mandatory redemption. Any optional or extraordinary optional prepayment is also subject to satisfaction of any applicable notice, deposit or other requirements set forth in the Agreement.

Whenever an Event of Default under Section 12.01 of the Agreement shall have occurred and, as a result thereof, the principal of and any premium on all Bonds then outstanding, and interest accrued thereon, shall have been declared to be immediately due and payable pursuant to Section 12.02 of the Agreement, the unpaid principal amount of and any premium and accrued interest on this Note also shall be due and payable on the date on which the principal of and premium and interest on the Bonds shall have been declared due and payable; provided that the annulment of a declaration of acceleration with respect to the Bonds shall also constitute an annulment of any corresponding declaration with respect to this Note.

This Note shall be due and payable according to its tenor and import without any requirement for presentment, demand, notice of dishonor or otherwise.

**IN WITNESS WHEREOF**, the Borrower has signed this Note as of the date first above written.

**COUNTRYSIDE SCHOOL OF  
CHAMPAIGN/URBANA, INC.,**  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Title: President

**Exhibit H to Loan Agreement**

The County of Champaign  
Brookens Administration Center  
1776 E. Washington Street  
Urbana, Illinois 61802

Countryside School of Champaign/Urbana, Inc.  
4301 West Kirby Avenue  
Champaign, Illinois 61822

**INVESTOR LETTER**

**Dated:** \_\_\_\_\_, 2021

The undersigned, on behalf of Hickory Point Bank & Trust, Champaign, Illinois (the "**Lender**" or "**Purchaser**", is purchasing \$ \_\_\_\_\_ The County of Champaign, Illinois Capital Improvement Revenue Refunding Bond, Series 2021 (Countryside School Project) (the "Bonds"), being issued by The County of Champaign, Illinois (the "**Issuer**") pursuant to a Loan Agreement dated as of \_\_\_\_\_, 2021 (the "Loan Agreement"), by and among the Lender, the Issuer and Countryside School of Champaign/Urbana, Inc. (the "**Borrower**"). In connection thereof, the undersigned does hereby certify, represent and warrant to the Issuer the following:

1. The Bonds are being acquired by the undersigned pursuant to terms of the above-referenced Loan Agreement and the Purchaser has authority to purchase the Bonds and to execute this letter in connection with the purchase of the Bonds.

2. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to provide, on behalf of the Purchaser, the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

3. The Purchaser is (1) a "Qualified Institutional Buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"); (2) an "Accredited Investor" as defined in Regulation D promulgated under the Securities Act; or (3) a broker-dealer registered under the Securities Exchange Act of 1934 or an investment adviser registered under the Investment Advisers Act of 1940, in each case whether purchasing for its own account or on behalf of a Qualified Institutional Buyer or Accredited Investor.

4. The Purchaser is purchasing the Bonds (a) for its own account for investment purposes and not with a view toward distribution or resale, or (b) on behalf of not more than one Qualified Institutional Buyer or Accredited Investor acquiring the Bonds for its own account for investment purposes and not with a view toward distribution or resale. Notwithstanding that the Bonds are being purchased without a view toward distribution or resale, the Purchaser is not prohibited from reselling the Bonds in the future; provided, however, that the Purchaser acknowledges and agrees that the Bonds may only be resold or transferred to other purchasers who

are either Qualified Institutional Buyers or Accredited Investors, and only in (i) compliance with the Loan Agreement, (ii) compliance with applicable securities laws, and (iii) in such a manner that would not require registration under the Securities Act of 1933, as amended.

5. The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Bonds.

6. In purchasing the Bonds, the Purchaser is relying solely on statements and representations of the Borrower and on its own knowledge and investigation of the facts and circumstances relating to the purchase of the Bonds and hereby waives any claims that it may have against the Issuer or any past, present or future member, officer, agent, employee or official of the Issuer or the County Board of the Issuer with respect to the financial quality of the Bonds arising out of any action such member, officer, agent, employee or official of the Issuer or the County Board of the Issuer has taken or should have taken in the authorization, issuance or sale of the Bonds or with respect to any statement or representation made by the Issuer or the County Board of the Issuer in connection with the sale of the Bonds

7. The Purchaser confirms its understanding that no official statement, offering memorandum or circular will be issued in connection with the Bond, and that the Bond is not rated by any accredited rating agency and acknowledges that it has made its decision to invest based upon its own independent review of credit and related matters applicable to the Borrower, the Bonds and the security therefor, and other information it has obtained and that it deems relevant to its investment in the Bonds.

8. Prior to the purchase of the Bond, the undersigned has had the opportunity to ask questions of and receive answers from the Borrower concerning its purchase of the Bonds and all matters relating thereto or any additional information it deemed necessary in its decision to purchase the Bonds, and all requested information has been furnished to the Purchaser..

9. The Purchaser is able to bear the economic risk of an investment in the Bonds, including an entire loss of its investment. The Purchaser understands and acknowledges that that there is no established market for the Bonds and that none is expected to develop. Accordingly, the Purchaser acknowledges that it may need to bear the risks of its investment in the Bonds for an indefinite time.

10. In entering into this transaction the Purchaser has not relied upon any representations or opinions made by the Issuer, its special counsel or Bond Counsel relating to the legal or financial consequences or other aspects of the transactions, nor has it looked to, nor expected, the Issuer to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations and the Project (including the refinancing, operation or management thereof), or any other matter pertaining to the merits or risks of the transaction, or the adequacy of any collateral pledged to secure repayment of the Bonds.

11. The Purchaser understands the following: The Bonds do not and shall never constitute an indebtedness or an obligation of the Issuer, the State, or any political subdivision thereof within the meaning of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers, if any, of the Issuer, the State, or any other political

subdivision thereof. The Bonds are special, limited obligations of the Issuer, payable solely out of the revenues and receipts of the Issuer derived pursuant to the Loan Agreement. No owner of the Bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State or any other political subdivision thereof to pay the Bonds or the interest or premium, if any, thereon.

12. The Purchaser (1) acknowledges that the Bonds have not been and will not be registered under the Securities Act or the securities or "blue sky" laws of any state in reliance upon exemptions from such registration requirements; (2) acknowledges that the Loan Agreement has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon an exemption set forth therein; and (3) agrees to comply with all applicable federal and state securities laws then in effect with respect to any sale or other disposition of the Bonds by the Purchaser and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

13. All representations of the Purchaser contained herein shall survive the sale and delivery of the Bonds to the Purchaser as representations of fact existing as of the date of execution and delivery of this Investor Letter.

**HICKORY POINT BANK AND TRUST,  
Champaign, Illinois**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ORDINANCE NO. 2021-6

ORDINANCE ESTABLISHING  
THE CHAMPAIGN COUNTY 2021 APPORTIONMENT PLAN

WHEREAS, The Champaign County Board recognizes that Champaign County has a population of less than 3,000,000 inhabitants and operates under the township form of government with a County Executive, and is thereby required pursuant to 55 ILCS 5/2-3002 to adopt an apportionment plan every ten years designating the following: the size of the county board to be elected; the number of county board districts and whether board members shall be elected from single-member districts, multi-member districts, or at-large; the process by which the county board chair shall be selected; and the form of compensation to be paid to board members; and

WHEREAS, The Champaign County Board has determined pursuant to 55 ILCS 5/2-3002(a) that the 2021 Apportionment Plan for Champaign County directs the size of the county board to be elected in 2022 shall be 22 members; and

WHEREAS, The Champaign County Board has determined pursuant to 55 ILCS 5/2-3002(a) and 55 ILCS 5/2-3003(1) that the 2021 Apportionment Plan for Champaign County directs that county board members elected in 2022 shall be elected by 11 county board districts with 2 members elected from each district, and voters will not have cumulative voting rights in multi-member districts; and

WHEREAS, The Champaign County Board has determined pursuant to 55 ILCS 5/2-3009(a) that by September 1, 2022, prior to the general election, county board seats shall be divided by lots to determine which seat in each district will serve successive terms of 2 years, 4 years and 4 years, with the other district seat serving 4 years, 4 years and 2 years, and with all terms commencing on the first Monday of the month following the month of the election; and

WHEREAS, Champaign County has a County Executive who is the presiding officer of the County Board and who is elected at-large by the voters of Champaign County; and

WHEREAS, The Champaign County Board has determined pursuant to 55 ILCS 5/2-3008 that the 2021 Apportionment Plan directs that county board members shall continue to be compensated on a per diem basis, said per diem to be set at \$ 60 for meetings of the County Board, Committee of the Whole, Standing Committees, and County Board Study Sessions; and said per diem to be set at \$ 45 for all special meetings, to include special committees, sub-committees, labor negotiation sessions; and any other special meetings designated by the County Board; and

WHEREAS, The Champaign County Board has determined pursuant to 55 ILCS 5/2-3008 that the person whom the Board elects from within its membership and titles the County Board Chair shall receive an annual salary in the amount of \$12,000 in addition to any per diem payment to which s/he may be entitled as a member of the County Board; and

WHEREAS, The Champaign County Board Apportionment Plan Map determining eleven county board districts in compliance with the requirements of 55 ILCS 5/2-3003 is adopted, approved and recorded in Ordinance No. 2021-7;

**NOW, THEREFORE, BE IT ORDAINED** by the County Board of Champaign County that the 2021 Apportionment Plan is adopted as follows:

**Section 1:** That the County Board elected under this Apportionment Plan consist of 22 members, which number does not exceed the size of the County Board on October 2, 1969; and

**Section 2:** That Champaign County be divided into 11 county board districts to be numbered from 1 through 11, and that there be 2 county board members elected from each district, and that voters will not have cumulative voting rights in multi-member districts; and

**Section 3:** That by September 1, 2022, prior to the general election, county board seats shall be divided by lots to determine which seat in each district will serve successive terms of 2 years, 4 years and 4 years, with the other district seat serving 4 years, 4 years and 2 years, and with all terms commencing on the first Monday of the month following the month of the election; and

**Section 4:** That Champaign County has a County Executive who is the presiding officer of the County Board elected at-large by the voters of Champaign County; and

**Section 5:** That the Champaign County Board Members shall continue to be compensated on a per diem basis, the per diems to be established as follows: per diem of \$60 for meetings of the County Board, Committee of the Whole, Standing Committees, and County Board Study Sessions; and per diem of \$45 for all special meetings, to include special committees, sub-committees, labor negotiation sessions; and any other special meetings designated by the County Board; and

**Section 6:** That the person the Champaign County Board elects within its membership as its leader and titles the County Board Chair shall receive an annual salary in the amount of \$12,000 in addition to any per diem payment to which s/he may be entitled as a member of the County Board; and

**Section 7:** The Champaign County Board Apportionment Plan Map determining 11 county board districts in compliance with the requirements of 55 ILCS 5/2-3003 is adopted, approved and recorded in Ordinance No. 2021-7;

**BE IT FURTHER ORDAINED** by the Champaign County Board that the County Clerk, as ex officio clerk of the County Board, is hereby directed to file the original copy of this Ordinance as the 2021 Apportionment Plan for Champaign County, at the office of the County Clerk, pursuant to 55 ILCS 5/2-3005, on or before July 1, 2021; and

**BE IT FURTHER ORDAINED** by the Champaign County Board that the County Clerk is hereby requested to forward a certified copy of the Apportionment Plan, being this Ordinance, to the County Executive and to make copies of these materials available for distribution free of charge to any registered voter of Champaign County requesting a copy, pursuant to 55 ILCS 5/2-3005.

PRESENTED, PASSED, APPROVED, AND RECORDED this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_

ORDINANCE NO. 2021-7

ORDINANCE ESTABLISHING  
THE CHAMPAIGN COUNTY 2021 APPORTIONMENT PLAN MAP

WHEREAS, The Champaign County Board recognizes that Champaign County has a population of less than 3,000,000 inhabitants and operates under the township form of government with a County Executive, and is thereby required pursuant to 55 ILCS 5/2-3002 to adopt an apportionment plan every ten years designating the following: the size of the county board to be elected the number of county board districts and whether board members shall be elected from single-member districts, multi-member districts, or at-large; the process by which the county board chair shall be selected; and the form of compensation to be paid to board members; and

WHEREAS, The Champaign County Board has adopted, approved and recorded in Ordinance 2021-6 that the number of county board members shall be 22, with 2 members elected from each of 11 county board districts: and

WHEREAS, The Champaign County Board has adopted, approved and recorded all matters relating to the 2021 Apportionment Plan, with the exception of the documentation of the Apportionment Plan Map, in Ordinance No. 2021-6; and

WHEREAS, pursuant to 55 ILCS 5/2-3003(4) the Champaign County Executive has forwarded 3 map(s) to the County Board on May 11, 2021, said maps titled Plan 1; Plan 3; and Plan 5A, all of which maps are compliant with the requirements of 55 ILCS 5/2-3003; and

WHEREAS, The Champaign County Board has conducted 1 public hearing(s) on May 20, 2021 to receive comments and to discuss the 2021 apportionment plan pursuant to 55 ILCS 5/2-3003(4), including the map(s) presented to the Board by the County Executive; and

WHEREAS, The Champaign County Board has reviewed the maps submitted, and has selected the map titled [REDACTED] as the apportionment plan map to be adopted in 2021;

NOW, THEREFORE, BE IT ORDAINED by the County Board of Champaign County that the 2021 Apportionment Plan Map as documented in Appendix A of this Ordinance and identified as the Champaign County [REDACTED], is compliant with the requirements set forth in 55 ILCS 5/2-3003, and is approved as the 2021 Apportionment Plan Map for Champaign County; and

BE IT FURTHER ORDAINED by the County Board of Champaign County that all other matters relevant to the Champaign County 2021 Apportionment Plan are documented in Champaign County Ordinance No. 2021-6.

PRESENTED, PASSED, APPROVED, AND RECORDED this 20<sup>th</sup> day of May, A.D. 2021.

\_\_\_\_\_  
Kyle Patterson, Chair  
Champaign County Board

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

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_