

COUNTY BOARD AGENDA
County of Champaign, Urbana, Illinois
Thursday, April 21, 2005 – 7:00 p.m.

Meeting Room 1, Brookens Administrative Center
1776 East Washington Street, Urbana

I CALL TO ORDER

II ROLL CALL

III PRAYER & PLEDGE OF ALLEGIANCE

IV READ NOTICE OF MEETING

**V APPROVAL OF MINUTES – March 31, 2005 Regular Meeting *1-10
March 31, 2005 Closed Session**

VI APPROVAL OF AGENDA/ADDENDUM

VII DATE/TIME OF NEXT REGULAR MEETING – Thursday, May 19, 2005 – 7:00 p.m.

VIII PUBLIC PARTICIPATION

IX ANNOUNCEMENTS/COMMUNICATIONS

X *CONSENT AGENDA – *goldenrod attachment*

XI COMMITTEE REPORTS:

A. JUSTICE & SOCIAL SERVICES COMMITTEE

Summary of Action from April 12, 2005 Meeting: *11-14

1. Approval of Appointment of Negotiating Team to negotiate terms of compensation with Jeremy Maupin while acting as PRN Nursing Home Administrator. *11-14
2. Approval of Intergovernmental Agreement with Illinois Department of Public Aid for FY2005/2006 State's Attorney Child Support Enforcement Program. *15-41
3. Approval of Award of Funding for FY2005 Delinquency Prevention/Intervention/Diversion Programs as follows: *42
 - a. Best Interest of Children – Family Conference in the amount of \$20,000.
 - b. Canaan Development Foundation – Talks Mentoring in the amount of \$25,000.

Justice Cont.

- c. Mental Health Center – Family Learning and Intervention in the amount of \$24,000.
- d. Don Moyer Boys & Girls Club – Positive Youth Development in the amount of \$25,405.
- e. Champaign County RPC – Court Diversion Services in the amount of \$25,000.
- f. Champaign County CASA – Juvenile Delinquency Intervention Advocacy in the amount of \$21,205.
- g. Restoration Urban Ministries – Back on Track in the amount of \$17,130.

B. COUNTY FACILITIES COMMITTEE

- Summary of Action from April 5, 2005 Meeting: *43-45
- 1. Disparity Study & Service Contract (Upon review and discussion the County Facilities Committee forwards this issue for final dispensation without Recommendation) *46-76
 - 2. Approval of the Pre-Qualified Vendor Ordinance. L48-52
 - 3. Approval of the proposal for Civil Engineering and Surveying Services -Art Bartell Road and Water Main Extension Final Design and Construction. CF Addendum

Anticipated Action from April 21, 2005

- 1. *A/E Shortlist selection for Fleet Maintenance/Highway Facility. (To be distributed)*
- 2. *Pay Request – Scottswood Drainage Project: Berns, Clancy & Associates.* *77-85

C. POLICY, PERSONNEL & APPOINTMENTS

- Summary of Action from April 6, 2005 Meeting: *86-87
- 1. Approval of Urbana Enterprise Zone Ten Year Extension. B28-45

Anticipated Action from April 21, 2005 Meeting:

- 1. *Approval of the Proclamation Designating the week of May 9th as National Police Week.* *88

D. FINANCE COMMITTEE

- Summary of Action from April 7, 2005 Meeting: *89-90

Finance Cont.

1. Approval of the Resolution Establishing the Budget Process And Policies for Fiscal Year 2006. G16-21
2. Approval of the County's contribution to the Visioning Project In the amount of \$30,000 to be appropriated from the Solid Waste Fund. Finance Addendum
3. **Resolution - Budget Amendment
 - A. Budget Amendment #05-00037
Fund/Dept: 676-010 – Solid Waste Management
Increased Appropriations: \$30,000
Increased Revenue: \$0
This is to appropriate \$30,000 for the County's contribution to the community-wide Visioning Project from available funds in the Solid Waste Management Fund.

4. Payment of Claims Authorization
5. Purchases Not Following Purchasing Policy

E. HIGHWAY & TRANSPORTATION COMMITTEE

Summary of Action from April 8, 2005 Meeting: *91-92

F. ENVIRONMENT & LAND USE COMMITTEE

Summary of Action from April 11, 2005 Meeting: *93-94

1. Approval of the Ordinance amending Zoning Ordinance Case 475-AT-04: Amend Sections 9.1.5 through 9.1.10 and Section 9.3. *95-105

XII OTHER BUSINESS

XIII NEW BUSINESS

XIV ADJOURNMENT

- *Roll Call
- **Roll Call and 18 votes
- ***Roll call and 21 votes

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

RESUME OF MINUTES OF A SPECIAL MEETING OF THE COUNTY BOARD,
CHAMPAIGN COUNTY, ILLINOIS
March 31, 2005

The County Board of Champaign County, Illinois met a Special Meeting, Thursday, March 31, 2005 at 7:00 P.M. in Meeting Room 1, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with Barbara Wysocki presiding and Sasha Green, as Secretary of the Meeting.

ROLL CALL

Roll call showed the following Board Members **Present:** Busboom, Carter, Cowart, Doenitz, Fabri, Feinen, Greenwalt, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Weibel, Anderson, Avery, Beckett, Bensyl, and Wysocki - 26; **Absent:** Betz - 1. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Member Betz arrived after roll call.

PRAYER & PLEDGE OF ALLEGIANCE

A prayer was given by Board Member O'Connor. The Pledge of Allegiance to the Flag was given.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in the News Gazette on March 28, 2005. Board Member Beckett offered a motion to approve the notice; seconded by Board Member Bensyl. Approved by voice vote.

APPROVAL OF MINUTES

Board Member Hogue offered the motion to approve the Minutes of the amended December 16, 2004 Regular County Board Meeting, February 15, 2005 Study Session Minutes, and the February 24, 2005 Regular County Board Meeting; seconded by Board Member Weibel. Approved by voice vote.

APPROVAL OF AGENDA/ADDENDUM

Board Member Anderson offered the motion to approve the Agenda/Addendum; seconded by Board Member James. Board Member Anderson requested that the approval of the Intergovernmental Agreement with the City of Champaign for Animal Impound Services, be removed from the Agenda; and the approval of the award of bid #2005-007, Oxygen Supplier Contract, to RCS Management Corporation; be removed from the Consent Agenda. Board Member Moser requested the approval of the appointment of Mark Lovingfoss to Locust Grove Cemetery - term ending 6-30-2006; be removed from the Consent Agenda. Discussion followed. Board Member Beckett

requested to add the adoption of a Resolution Honoring the University of Illinois 2004-2005 "Fighting Illini" Basketball Team to the Agenda under New Business. Approved by voice vote.

DATE/TIME OF NEXT REGULAR MEETING

Chair Wysocki announced that the next County Board Meeting will be held on April 21, 2005 at 7:00 P.M.

PUBLIC PARTICIPATION

Lisa Bell spoke regarding the Champaign County Dental Access Program. Carol Ammons thanked the Board for their service. Rev. Zernial Bogan spoke regarding the Disparity Study. Chris Evans read a letter from Matt Varble concerning the Disparity Study.

ANNOUNCEMENTS/COMMUNICATIONS

Chair Wysocki announced that she was still collecting Blue Ribbon surveys. Board Member Anderson announced the Justice & Social Services Committee Meeting has been changed to April 12, 2005 at 6:00 P.M.

CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE

Board Member Greenwalt requested the approval of the Ordinance Amending the Rules and Regulations Governing the Sale and Consumption of Alcoholic Liquor in Champaign County, Illinois, be removed from the Consent Agenda. Board Member Beckett requested the approval of the Resolution Amending Flexible Spending Account Plan Pending review by Assistant State's Attorney, be removed from the Consent Agenda.

JUSTICE & SOCIAL SERVICES

Approval of the Intergovernmental Agreement between Illinois Department of Public Aid, the Champaign County Board, and the Champaign County Sheriff.

Approval of the renewal of the Violent Crime Victims Assistance Grant.

Approval of the award of bid #2005-005, Prime Food Vending Contract, to Waugh Foods, Peoria, Illinois.

Adoption of **Ordinance 738, "Ordinance for Exception to the County Purchasing Policy Ordinance No 323."**

COUNTY FACILITIES

Approval of the appointment of the County Administrators to the Champaign County Clock & Bell Tower Committee.

Approval of Invoice #0047678 from Simpson, Gumpertz & Heger, Inc. in the amount of \$14,928.29 for Professional Services provided through January 21, 2005 per agreement dated March 2003. Invoice is for Design Development Services.

Approval of Invoice #82903 from Farnsworth Group in the amount of \$2,707.00 for Professional Services beyond contract scope provided through January 21, 2005 per agreement dated March 2003. Pay Request is for Site Observation and Design Work for Plumbing & HVAC.

Approval of Invoice #82967 from Farnsworth Group in the amount of \$2,018.96 for Project Reimbursable expenses through January 21, 2005 per Agreement dated March 2003.

Approval of Invoice #83266 from Farnsworth Group in the amount of \$67,312.50 for Professional Services provided through February 18, 2005. Invoice is for Construction Administration.

Approval of Pay Request #25 from PKD, Inc. in the amount of \$53,331 for Professional Services provided through February 20, 2005 per agreement dated February, 2003. (\$10,792.00 – Staff; \$6,751.00 – Construction Fee; \$3,033.00 – Reimbursables; \$32,755.00 – General Conditions)

Approval of the Duce Construction Request for Reduction in Retainage.

Approval of the Contract between the County Board and Regional Planning Commission for Technical & Advisory Planning Services.

Approval of the Proposed Mental Health Board Lease.

POLICY, PERSONNEL, & APPOINTMENTS

Approval of the following Appointments/Reappointments:

Stearns Cemetery Association – term ending 6-30-2009

Charles Bensyl

Prairie View Cemetery Association – term ending 6-30-2011

Larry Kienzler

County Board Liaison Appointments

Scott Tapley – Project 18
Claudia Gross – Lincoln Heritage RC/D
Jonathan Schroeder – Alternate Lincoln Heritage RC/D

Fountain Head D.D. – Term Ending 8-31-2007

Marc Shaw

Ivesdale FPD – Term Ending 8-31-2005

Denny Jayne

FINANCE

Adoption of **Resolution 4932, “Budget Amendments, March 2005, FY 2005.”**

Adoption of **Resolution 4933, “Transfer of Funds, March 2005, FY 2005.”**

Approval of the Memorandum of Understanding for the AFSCME General Clerical Workers Unit, Local 900A.

Approval of 3.5% increase to GIS Consortium dues for FY2006 from \$207,000 207,000 for the period from July 1, 2004 – June 30, 2005 to \$214,245 for the Period from July 1, 2005 – June 30, 2006.

Adoption of **Resolution 4934, “Approval of the Resolution for Authorization for a Loan to the General Corporate Fund from the Public Safety Sales Tax Fund.”**

Adoption of **Resolution 4935, “Approval of the Resolution for Authorization for Loan to Social Security and IMRF from Working Cash Fund.”**

Approval of the Memorandum of Understanding with FOP Law Enforcement regarding Calculation of Seniority.

Approval of the upgrade of Legal Secretary to Administrative Legal Secretary.

HIGHWAY & TRANSPORTATION

Adoption of **Ordinance 739, “Ordinance for the Establishment of an Altered Speed zone in Mahomet Road District.”**

Adoption of **Resolution 4936, “Resolution Awarding of Contract for Bituminous Material for 2005 Township Maintenance of Various Road Districts in Champaign County.”**

Adoption of **Resolution 4937, “Resolution Appropriating \$583,469.46 from County Highway Funds for the Improvements to Prospect Avenue from 500 feet South of Meijer Drive to Interstate Drive – Section #04-00346-01-PV.”**

Board Member Langenheim offered the motion to approve the Consent Agenda; seconded by Board Member Beckett. Chair Wysocki asked the Clerk to call the roll.

Consent Agenda approved by roll call vote.

Yeas: Betz, Busboom, Carter, Cowart, Doenitz, Fabri, Feinen, Greenwalt, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Weibel, Anderson, Avery, Beckett, Bensyl, and Wysocki - 27;

Nays: None.

COMMITTEE REPORTS

JUSTICE & SOCIAL SERVICES

Board Member Anderson, Chair, recommended the adoption **Ordinance 740, "Ordinance Re-establishing the Emergency Services & Disaster Agency of Champaign County as the Emergency Management Agency of Champaign County;"** seconded by Board Member Greenwalt. Adopted by voice vote.

Discussion. Board Member Avery recommended to place the Report regarding the implementation of Champaign County Animal Control Ordinances on the next County Board Agenda; seconded by Board Member Cowart. Approved by voice vote.

Board Member Anderson recommended the approval of the Intergovernmental Agreement Regarding Edward Byrne Memorial Justice Assistance Grant; seconded by Board Member Greenwalt. Discussion followed. Board Member Avery recommended to send this item back to Committee; seconded by Board Member Langenheim. Discussion followed. Approved by voice vote.

COUNTY FACILITIES COMMITTEE

Board Member Beckett, Chair, recommended the approval of the award of bid for the Animal Services Facility - Cat Cage System; seconded by Board Member Betz. Board Member Feinen abstained due to a personal relationship with one of the involved parties. A roll call was requested because the voice vote was undeterminable. Discussion followed.

Approved by roll call vote.

Yeas: Betz, Busboom, Fabri, Greenwalt, Gross, Hogue, James, Jay, Langenheim, McGinty, Moser, O'Connor, Putman, Sapp, Weibel, Anderson, Beckett, Bensyl, and Wysocki - 19;

Nays: Carter, Cowart, Doenitz, Knott, Schroeder, Tapley, and Avery - 7;
Abstention: Feinen - 1.

Board Member Beckett recommended the approval of the Champaign County Board and the City of Urbana – Quit Claim Deed; seconded by Board Member

Hogue. Discussion followed. Approved by voice vote.

Board Member Beckett recommended the approval of the award for bid for Champaign County Nursing Home Satellite or Cable TV Services; seconded by Board Member James. Discussion followed. Approved by voice vote.

POLICY, PERSONNEL & APPOINTMENTS

Board Member Betz, Chair, recommended the approval of the creation of the position of Deputy County Administrator – HR and the Job Content Evaluation Committee Recommendation Regarding the Classification, Description, and Salary for that position, effective upon approval of the County Board; seconded by Board Member Moser. Discussion followed. Approved by voice vote.

Board Member Betz recommended the approval of the creation of the position of part-time Deputy Administrator for Animal Control and of the Job Content Evaluation Committee recommendation regarding the Classification, Description and Salary for that position, effective upon approval of the County Board; seconded by Board Member Beckett. Discussion followed. Board Member Feinen abstained due to a personal relationship with one of the involved parties. Approved by a show of hands.

Board Member Betz recommended the adoption of **Ordinance 741, “An Ordinance Amending Ordinance No. 719 – Champaign County Ethics Ordinance;”** seconded by Board Member Beckett. Discussion followed. Adopted by voice vote.

Board Member Betz recommended the adoption of **Resolution 4938, “A Resolution Amending Flexible Spending Account Plan;”** seconded by Board Member Moser. Approved by voice vote.

FINANCE COMMITTEE

Board Member McGinty, Chair, recommended the adoption of Resolution “Budget Amendment, March 2005, FY 2005;” seconded by Board Member Beckett. Discussion followed. Board Member Betz recommended to send the item back to Committee; seconded by Board Member O’Connor. Approved by voice vote.

Board Member McGinty recommended the approval of an Additional Senior Assistant State’s Attorney to provide legal counsel for the Nursing Home and Regional Planning Commission; seconded by Board Member Beckett. Discussion followed. Approved by voice vote.

Board Member McGinty recommended the approval of **Resolution 4940, “Payment of Claims Authorization, March 2005, FY 2005;”** seconded by Board Member Beckett. Adopted by voice vote.

Board Member McGinty recommended the approval and placing on file of the Purchases Not Following Purchasing Policy; seconded by Board Member Beckett. Discussion followed. Approved by voice vote.

Board Member McGinty recommended the approval of Contract of Human Resource Software Management System and Services with Kronos, Incorporated - A. Professional Services Estimate Document and B. Master Lease Agreement; seconded by Board Member Beckett. Discussion followed. A presentation regarding the contract was given. Discussion followed. A roll call was requested.

Approved by roll call vote.

Yeas: Betz, Busboom, Carter, Cowart, Doenitz, Gross, Hogue, James, Jay, Knott, McGinty, Moser, O'Connor, Putman, Sapp, Schroeder, Tapley, Avery, Beckett, and Wysocki - 20;

Nays: Fabri, Feinen, Greenwalt, Langenheim, Weibel, Anderson, and Bensyl - 7.

Board Member McGinty recommended the approval of Source Code Escrow Agreement with DSI Technology Escrow Services for escrow of source code from Kronos, Inc.; seconded by Board Member Beckett. Approved by voice vote.

HIGHWAY & TRANSPORTATION

Board Member Cowart, Chair, recommended the approval of Highway Maintenance/Fleet Maintenance Facility; seconded by Board Member Jay. Discussion followed. A roll call was requested. Discussion followed. Discussion followed. Board Member Beckett requested to suspend the 10 P.M. rule; seconded by Board Member Tapley. Discussion followed. Approved by voice vote. Board Member Beckett requested the Chair to call the question; seconded by Board Member Tapley. Approved by voice vote. A roll call was requested for the main motion.

Approved by roll call vote.

Yeas: Busboom, Carter, Cowart, Doenitz, Fabri, Feinen, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Sapp, Schroeder, Tapley, Anderson, Avery, Beckett, Bensyl, and Wysocki - 21;

Nays: Betz, Greenwalt, Moser, O'Connor, Putman, and Weibel - 6.

Board Member Beckett asked for unanimous consent to leave the Agenda, and go to New Business. There was no objection.

NEW BUSINESS

Board Member Beckett recommended the suspension of rules to permit consideration of a honorary resolution in absence of going through Committee; seconded by Board

Member Knott. Board Member Beckett recommended the adoption of **Resolution 4939, "Resolution Honoring the University of Illinois 2004 - 2005 "Fighting Illini" Basketball Team;"** seconded by Board Member Knott. Discussion followed. There was a friendly amendment to change "Fighting Illini" to "Illinois Men's Basketball Team." Discussion followed. There was a friendly amendment to allow for the correction of two typographical errors. Discussion followed. Board Member Tapley recommended to include "Fighting Illini" not "Men's Basketball Team;" seconded by Board Member Knott. Discussion followed. A roll call was requested.

Motion to leave in the "Fighting Illini" approved by roll call vote.

Yeas: Busboom, Carter, Cowart, Doenitz, James, Jay, Knott, McGinty, Moser, O'Connor, Sapp, Schroeder, Tapley, Beckett, Bensyl, and Wysocki - 16;

Nays: Betz, Fabri, Feinen, Greenwalt, Gross, Hogue, Putman, Anderson, and Avery - 9;

Absent: Langenheim and Weibel - 2.

A roll call vote was requested. Discussion followed.

Resolution 4939 adopted by roll call vote.

Yeas: Busboom, Carter, Cowart, Doenitz, Fabri, Feinen, Gross, James, Jay, Knott, McGinty, Moser, O'Connor, Sapp, Schroeder, Tapley, Beckett, Bensyl, and Wysocki - 19;

Nays: Betz, Greenwalt, Hogue, Putman, Anderson - 5;

Absent: Langenheim, Weibel, and Avery - 3.

Chair Wysocki announced a five minute break.

COMMITTEE REPORTS Cont.

HIGHWAY & TRANSPORTATION Cont.

Board Member Cowart, Chair, recommended the adoption of **Resolution 4941, "Resolution Awarding of contract for the Replacement of a bridge located in Hensley Road District – Section #03-12885-00-BR;" Resolution 4942, "Approval of the Resolution awarding of contract for the Replacement of a bridge located on the line between Raymond and Ayers Road Districts – Section #03-21891-00-BR;" Resolution 4943, "Approval of the Resolution awarding of contract for the Replacement of two bridges located in Stanton and St. Joseph Road Districts – Section #02-27876-00-BR & Section #02-28877-00-BR;" Resolution 4944, "Approval of the Resolution awarding of contract for the replacement of a Bridge located on the Champaign-Vermilion County Line (Ogden Road District) – Champaign County Section #04-00896-00-BR;"** seconded by Board Member Jay. Approved by voice vote. Discussion followed.

ENVIRONMENT & LAND USE

Board Member Greenwalt, Vice-Chair, recommended the adoption of **Ordinance 742, "Ordinance Establishing the Rules and Regulations Governing the Sale and Consumption of Alcoholic Liquor in Champaign County, Illinois;"** seconded by Board Anderson. Discussion followed. Approved by voice vote.

OTHER BUSINESS

Board Member Beckett recommended to Direct Nursing Home Administrator and County Administrators to Work with Legal Counsel to Alter the Current Certificate of Need for the Champaign County Nursing Home; seconded by Board Member Betz. Discussion followed. Approved by voice vote.

Board Member Betz recommended the motion to reconsider the motion directing the Administrators to prepare a Bid for the procurement of Inmate Phone Services, and amend the motion directing the Administrators to prepare an RFP for the procurement of Inmate Phone Services; seconded by Board Member Hogue. Discussion followed. Approved by voice vote.

Board Member Betz recommended the acceptance of resignation of the Nursing Home Administrator effective May 5, 2005; seconded by Board Member McGinty. Discussion followed. Approved by voice vote.

Chair Wysocki made the following appointments to the Nursing Home Administrator Search Sub-Committee: Board Member Anderson, Board Member Betz, Board Member Knott, Board Member Tapley, Chair Wysocki, Deb Busey, and Assistant Nursing Home Administrator; seconded by Board Member Betz. Discussion followed. Approved by voice vote.

LABOR SUBCOMMITTEE

Board Member Beckett offered the motion to enter into executive session Pursuant to 5 ILCS 120/2 (c) 2 to Consider Collective Negotiating Matters Between the County and its Employees or Their Representatives, further moving that the following individuals remain present: County Administrators, Nursing Home Administrator, County's Legal Counsel, and Recording Secretary; seconded by Board Member Moser.

Executive Session approved by roll call vote.

Yeas: Betz, Busboom, Carter, Cowart, Doenitz, Greenwalt, Gross, Hogue, James, Jay, Knott, Langenheim, McGinty, Sapp, Schroeder, Tapley, Weibel, Anderson, Avery, Beckett, Bensyl, and Wysocki - 22;

Nays: Feinen, Moser and O'Connor - 3;

Absent: Fabri and Putman - 2.

The Board entered back into open session at 10:46 P.M.

ADJOURNMENT

Chair Wysocki adjourned the Meeting at 10:46 P.M.

Mark Shelden

Mark Shelden, Champaign County Clerk
and ex-Officio Clerk of the Champaign County Board
Champaign County, Illinois



COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois

Thursday, April 21, 2005 - 7:00 p.m.

*Meeting Room 1, Brookens Administrative Center
1776 East Washington Street, Urbana*

A. <u>JUSTICE & SOCIAL SERVICES</u>	<u>Page Number</u>
1. Approval of the Intergovernmental Agreement between the City of Champaign, City of Urbana, and Champaign County for the JAG Program.	P8-10
2. Approval of the application for and, if awarded Acceptance of Illinois Criminal Justice Information Authority Grant to upgrade the Master Control/Security System at the Juvenile Detention Center and to provide specialized training in the amount of \$30,327.	Addendum I 1-3
3. Approval of the Illinois Emergency Management Mutual Aid System Agreement.	P12-23
4. Approval of the Resolution authorizing participation as a member in the Illinois Emergency Management Mutual Aid System Response.	P24-25
5. Approval of the recommendation to appoint Nancy Richardson, Assistant Administrator, to serve as Interim Nursing Home Administrator from May 6, 2005 until a new Nursing Home Administrator is appointed and employed.	P47
6. Approval of the recommendation for compensation to Interim Nursing Home Administrator.	*1
7. Approval of the recommendation to retain Jeremy Maupin to act as PRN Nursing Home Administrator.	
8. Approval of the Application for and, if awarded, acceptance of Renewal of Violent Crime Victims Assistance Grant in the amount of \$26,473.	P48-77
9. Approval of the application for and, if awarded, acceptance of Renewal of Domestic Violence Grant 673-041 in the amount of \$397,773.	P78-124
10. Approval of the Resolution for Authorization for the Champaign County Public Health Department to participate in an Intergovernmental Mutual Aid Agreement to establish and operate the Illinois Public Health Mutual Aid System (IPHMAS.)	*2-3
11. Approval of Intergovernmental Mutual Aid Agreement for the establishment of the Illinois Public Health Mutual Aid System (IPHMAS.)	*4-13

B. COUNTY FACILITIES

1. Approval of Pay Request #26 from PKD, Inc. in the amount of \$54,193 for Professional Services provided through March 20, 2005 per Agreement dated February 2003. \$13,499 – Staff; \$6,751 – Construction Fee; \$661 – Reimbursables; \$33,282 – General Conditions. L12-19
2. Approval of the Advanced Roofing Request for Reduction in Retainage. L20
3. Approval of Invoice #0048699 from Simpson, Gumpertz & Heger, Inc. in the Amount of \$12,542.78 for Professional Services provided through January 28, 2005 Per Agreement dated March 2003, pay request is for Design Development Services. L28-34

C. POLICY, PERSONNEL, & APPOINTMENTS

1. **Appointments/Reappointments**

- A. Locust Grove Cemetery – term ending 6-30-2006 B2
*Robert Grove
- B. Pesotum Drainage District – term ending 8-31-2006 B3
*Douglas Reinhart
- C. Pesotum Drainage District – term ending 8-31-2008 B4-5
*Chris Hausman
- D. Willow Branch Consolidated D.D. – term ending 8-31-2006 B6-8
(To replace deceased Ruth Satterfield)
*Charles Steffey
- E. Martin Luther King Subcommittee
*Patricia Avery
*Janet Anderson
*Deb Feinen
*Lloyd Carter
- F. Liquor Advisory – term ending 5-31-2006 B9-10
*Jennette During

Policy Cont.

- G. Fire Protection Districts – term ending 4-30-2008 B11-22
- *Eastern Prairie FPD – Linda Kates
 - *Edge Scott FPD – Dorothea Hunt
 - *Ivesdale FPD – James Hixson
 - *Ludlow FPD – James Kirk
 - *Ogden/Royal FPD – James Vickers
 - *Pesotum FPD – Raymond Hettinger
 - *Sadorus – William Eckerty
 - *Sangamon Valley FPD – Michael Kelly
 - *St. Joseph/Stanton FPD – Forrest Chism
 - *Thomasboro FPD – William Kurth
 - *Tolono FPD – Ann Jack Haluzak
- H. Pesotum FPD – Correction of James Henry’s term from 4-30-2005 to 4-30-2006.
- I. Champaign County Board of Health – Acceptance of resignations of Karen Bojda and Michele Spading. B22-26
2. Approval of the re-evaluation of Treasurer’s Office Senior Secretary to Senior Administrative Secretary in Salary Grade Range F. B46-49

D. FINANCE

1. Resolution – Budget Amendments/Transfers

- A. **Budget Amendment #05-00039** G11-12
Fund/Dept: 075-658 Regional Planning Commission – Senior/Disabled Transportation Project
Increased Appropriations: \$19,935
Increased Revenue: \$11,775
To accommodate increased revenue and professional services appropriations for consultant contract to conduct the Senior/Disabled Transportation Project.
- B. **Budget Amendment #05-00041** G13-15
Fund/Dept: 080-031 General Corporate – Circuit Court
Increased Appropriations: \$24,000
Increased Revenue: \$0
Increased compensation to Champaign County CASA, which provides by contract with Champaign County Guardian Ad Litem Services in abuse and neglect cases.

Finance Cont.

- C. **Budget Amendment #05-00043** Addendum I
Fund/Dept: 105-016 Capital Equipment Replacement Fund – G1
Administrative Services
Increased Appropriations: \$25,000
Increased Revenue: \$25,000
Appropriation required for the purchase of the hardware for the Kronos HR Software Project.
- D. **Budget Amendment #05-00044** G2
Fund/Dept: 107-010 Geographic Information System Fund – County Board
Increased Appropriations: \$7,500
Increased Revenue: \$0
To provide for a county contribution in the amount of up to \$7,500 for LIDAR/DTM/COUTOURS to be included in the aerial photography contract with Sanborn for rural areas of the CUUATS Plan Projects.
- E. **Budget Amendment #05-00045** G3
Fund/Dept: 080-075 General Corporate – General County
Increased Appropriations: \$112,952
Increased Revenue: \$37,222
To pay the FY2005 costs associated with the purchase of the Kronos HR Software, including anticipated travel expense and purchase of hardware.
- F. **Budget Amendment #05-00046** G4
Fund/Dept: 080-075 General Corporate – General County
Increased Appropriations: \$241,353
Increased Revenue: \$241,353
To document, for accounting purposes, the purchase and capital lease financing for the Kronos HR Software project.
- G. **Budget Amendment #05-00047** Addendum II
Fund/Dept: 850-672 Geographic Information System Joint Venture – G1-2
Aerial Photography Project
Increased Appropriations: \$101,843
Increased Revenue: \$101,843
To accommodate Digital Aerial Photography Project.
- H. **Budget Amendment #05-00048** G3-4
Fund/Dept: 075-670 Regional Planning Commission – Visioning Project
Increased Appropriations: \$163,550
Increased Revenue: \$180,000
To recognize contractual services for Visioning Project participants.

Finance Cont.

- I. **Budget Amendment #05-00049** G5
Fund/Dept: 075-671 Regional Planning Commission – Credit Union Administration
Increased Appropriations: \$12,000
Increased Revenue: \$12,000
To recognize the RPC as administrative agent for the Champaign County Employees Credit Union.

- J. **Budget Amendment #05-00050** G6
Fund/Dept: 075-725 Regional Planning Commission – Transportation Odd St. Years
Increased Appropriations: \$20,096
Increased Revenue: \$20,096
To accommodate interfund transfer of planning & research funds in support of this project.

- K. **Budget Amendment #05-00051** G7-8
Fund/Dept: 850-673 Geographic Information System Joint Venture – Topography Project
Increased Appropriations: \$131,400
Increased Revenue: \$131,400
To accommodate Topography Project for participating members.

- L. **Budget Amendment #05-00052** G9
Fund/Dept: 075-664 Regional Planning Commission – Membership Fees- Odd Years
Increased Appropriations: \$10,000
Increased Revenue: \$0
To allow Interdepartmental transfer.

- M. **Budget Amendment #05-00053** G10
Fund/Dept: 075-731 Regional Planning Commission – Membership Fees – Even Years
Increased Appropriations: \$15,000
Increased Revenue: \$0
To allow interdepartmental transfer.

- E. **HIGHWAY & TRANSPORTATION**
 - 1. Approval of the Ordinance for the establishment of an altered speed zone located On TR 2500N from 430E to 500E in Newcomb Road District. O8

 - 2. Approval of the Petition requesting and the Resolution approving appropriation Of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501 for Sadorus Road District. O9-10

Highway Cont.

3. Approval of the Resolution awarding of contract for the purchase of a dump truck cab and chassis to Peterbilt Central Illinois. *14
4. Approval of the Resolution awarding of contract for the purchase of a dump body, hoist package and snow removal equipment to Rahn Equipment Company. *15
5. Approval of the Resolution appropriating County Motor Fuel Tax Funds For County Roads Maintenance for the period from January 1, 2005 thru December 31, 2005 Section #05-00000-00-GM. O11

F. ENVIRONMENT & LAND USE

1. Approval of HB-0025: Eliminating a Loophole from the State Statute 55 ILCS 5/12002 Inoperable Motor Vehicles. *16-17

JUSTICE & SOCIAL SERVICE COMMITTEE
Summary of Action taken at 4/12/05 Meeting

<u>ITEM</u>	<u>ACTION TAKEN</u>
1. <u>Call to Order</u>	Meeting called to order at 5:34 p.m.
2. <u>Approval of Agenda/Addendum</u>	Approved.
3. <u>Approval of Minutes</u>	Regular Session minutes of March 7, 2005 approved as presented.
4. <u>Public Participation</u>	None.
5. <u>Receipt & Placement on File of Monthly Reports</u>	Motion approved to receive and place on file the March 2005 Animal Control report; February 2005 Children's Advocacy Center report; February 2005 Circuit Clerk report; Amended October 2004, Amended November 2004, Amended December 2004, January 2005, and February 2005 Coroner reports; February 2005 Court Services report; March 2005 Developmental Disabilities Board report; March 1, 2005 and March 16, 2005 Mental Health Board reports; February 2005 Don Moyer Boys & Girls Club report; February 2005 Family Conference Program report; February 2005 Mental Health Center/Family Intervention Program report; February 2005 Regional Office of Education report; February 2005 RPC-Court Diversion Services report; and the February 2005 Urban League report.
6. <u>Court Services</u>	
a. Approval of Intergovernmental Agreement between City of Champaign, City of Urbana, and Champaign County for the JAG Program.	<i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of the Intergovernmental Agreement between City of Champaign, City of Urbana, and Champaign County for the JAG Program.</i>
b. Request Approval of Application for and, if awarded Acceptance of Illinois Criminal Justice Information Authority Grant to Upgrade the Master Control/Security System at the Juvenile Detention Center and to Provide Specialized Training in the amount of \$30,327.	<i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of the Application for and, if awarded Acceptance of Illinois Criminal Justice Information Authority Grant to Upgrade the Master Control/Security System at the Juvenile Detention Center and to Provide Specialized Training in the amount of \$30,327.</i>
7. <u>Emergency Management Agency</u>	
a. Monthly Report.	No action taken.
b. Illinois Emergency Management Mutual Aid System Agreement.	<i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of the Illinois Emergency Management Mutual Aid System Agreement.</i>

**Denotes Consent Agenda Item.*

c. Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response.

****RECOMMEND TO THE COUNTY BOARD APPROVAL of the Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response.***

8. **Head Start**

a. Monthly Report.

Received and placed on file.

9. **Mental Health Board & Board for the Care and Treatment of Persons with a Developmental Disability**

a. Request to Submit Senior Secretary Position and Financial Manager to Job Content Evaluation Committee for Re-evaluation.

Motion approved to submit Senior Secretary Position and Financial Manager to Job Content Evaluation Committee for Re-evaluation.

10. **Nursing Home**

a. Monthly Report.

No report was presented.

b. Request to submit the Environmental Supervisor position to the Job Content Evaluation Committee for consideration of creation of two new positions – Director of Housekeeping and Director of Maintenance.

Motion approved to submit the Environmental Supervisor position to the Job Content Evaluation Committee for consideration of creation of two new positions – Director of Housekeeping and Director of Maintenance.

c. Recommendation to appoint Nancy Richardson, Assistant Administrator, to serve as Interim Nursing Home Administrator from May 6, 2005 until a new Nursing Home Administrator is appointed and employed.

****RECOMMEND TO THE COUNTY BOARD APPROVAL to appoint Nancy Richardson, Assistant Administrator, to serve as Interim Nursing Home Administrator from May 6, 2005 until a new Nursing Home Administrator is appointed and employed.***

d. Closed Session pursuant to 5ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance, or dismissal of an employee.

Closed Session was not held.

e. Approval of recommendation for compensation to Interim Nursing Home Administrator.

****RECOMMEND TO THE COUNTY BOARD APPROVAL of recommendation for compensation to Interim Nursing Home Administrator.***

f. Recommendation to retain Jeremy Maupin to act as PRN Nursing Home Administrator.

****RECOMMEND TO THE COUNTY BOARD APPROVAL of recommendation to retain Jeremy Maupin to act as PRN Nursing Home Administrator.***

g. Appointment of Negotiating Team to negotiate terms of compensation with Jeremy Maupin while acting as PRN Nursing Home Administrator.

****RECOMMEND TO THE COUNTY BOARD APPROVAL of appointment of Negotiating Team to negotiate terms of compensation with Jeremy Maupin while acting as PRN Nursing Home Administrator.***

**Denotes Consent Agenda Item.*

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| 11. | <u>State's Attorney</u> | |
| | a. Request Approval of Application for and, if awarded, Acceptance of Renewal of Violent Crime Victims Assistance Grant in the amount of \$26,473. | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Application for and, if awarded, Acceptance of Renewal of Violent Crime Victims Assistance Grant in the amount of \$26,473.</i> |
| | b. Request Approval of Application for and, if awarded, Acceptance of Renewal of Domestic Violence Grant 673-041 in the amount of \$397,773. | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Application for and, if awarded, Acceptance of Renewal of Domestic Violence Grant 673-041 in the amount of \$397,773.</i> |
| | c. Approval of Intergovernmental Agreement with Illinois Department of Public Aid for FY2005/2006 State's Attorney Child Support Enforcement Program. | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Intergovernmental Agreement with Illinois Department of Public Aid for FY2005/2006 State's Attorney Child Support Enforcement Program.</i> |
| 12. | <u>Board of Health</u> | |
| | a. Proposed Participation in the Illinois Public Health Mutual Aid System. | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution for Authorization for the Champaign County Public Health Department to Participate in an Intergovernmental Mutual Aid Agreement to Establish and Operate the Illinois Public Health Mutual Aid System (IPHMAS).</i> |
| | | <i>*RECOMMEND TO THE COUNTY BOARD APPROVAL of Intergovernmental Mutual Aid Agreement for the establishment of the Illinois Public Health Mutual Aid System (IPHMAS).</i> |
| 13. | <u>Juvenile Delinquency Grants</u> | |
| | a. Report on Activities from Marilyn Garmon. | Received and placed on file. |
| 14. | <u>Grant Application Presentations</u> | |
| | a. BIOC – Family Conference | Presentation was made. |
| | b. TALKS Mentoring | Presentation was made. |
| | c. Mental Health Center – Family Therapy | Presentation was made. |
| | d. Don Moyer Boys & Girls Club | Presentation was made. |
| | e. RPC Court Diversion | Presentation was made. |
| | f. CASA | Presentation was made. |
| | g. Restoration Urban Ministries | Presentation was made. |

****Denotes Consent Agenda Item.***

h. Recommendation of Award of Funding for FY2005 Delinquency Prevention/Intervention/Diversion Programs.

***RECOMMEND TO THE COUNTY BOARD APPROVAL of Award of Funding for FY2005 Delinquency Prevention/Intervention/Diversion Programs as follows:**

- 1. Best Interest of Children – Family Conference in the amount of \$20,000.**
- 2. Canaan Development Foundation – Talks Mentoring in the amount of \$25,000.**
- 3. Mental Health Center – Family Learning and Intervention in the amount of \$24,000.**
- 4. Don Moyer Boys & Girls Club – Positive Youth Development in the amount of \$25,405.**
- 5. Champaign County RPC – Court Diversion Services in the amount of \$25,000.**
- 6. Champaign County CASA – Juvenile Delinquency Intervention Advocacy in the amount of \$21,205.**
- 7. Restoration Urban Ministries – Back on Track in the amount of \$17,130.**

15. **Chair’s Report**

No action taken.

16. **Other Business**

No action taken.

17. **Determination of Items to be placed on County Board Consent Agenda**

Items VI A, VI B, VII B, VII C, X C, X E, X F, XI A, XI B, and XII A will be placed on the County Board Consent Agenda.

18. **Adjournment**

Meeting adjourned at 9:06 p.m.

**Denotes Consent Agenda Item.*

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC AID
AND THE CHAMPAIGN COUNTY STATE'S ATTORNEY**

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the Department, and the Champaign County State's Attorney, hereinafter referred to as the State's Attorney, in consideration of the mutual covenants contained herein, agree as follows:

PART I – SCOPE AND DEFINITIONS

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- A. This Intergovernmental Agreement applies to IV-D matters only unless otherwise specifically provided.
 - B. The term "IV-D" is defined as set forth in 89 Illinois Administrative Code 160.10(a).
 - C. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in **Part I, Section B.**
 - D. The term "TANF" is defined as Temporary Assistance for Needy Families.
 - E. The term "NA" is defined as Non-Assistance and applies to a IV-D case not receiving TANF.

PART II – PARTIES' OBLIGATIONS

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- A. **Joint Obligations.** The parties agree:
 - 1. That the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
 - a. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
 - b. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
 - c. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.

- 27 d. The Department's Child Support Enforcement Manual.
- 28 e. Title IV-D Action Transmittals issued by the Federal Office of Child Support
29 Enforcement.
- 30 f. Department letters and memoranda prescribing or interpreting IV-D policy and
31 procedures.

- 32 2. To use all reasonable diligence in performing the duties undertaken in this Agreement.

33 **B. Department's Obligations.** The Department agrees:

- 34 1. To refer or cause to be referred to the State's Attorney IV-D matters involving the
35 establishment of parentage and the establishment, modification, enforcement and collection
36 of child support obligations.
- 37 2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules,
38 regulations, policy and procedures affecting the handling of IV-D cases by the State's
39 Attorney within five (5) business days after receiving said changes and amendments.
- 40 3. To provide assistance to the State's Attorney for initial interview of custodial and
41 non-custodial parents and preparation of pleadings, including a determination of arrearages
42 owed, as reflected in Department, State Disbursement Unit and court payment records.
- 43 4. To review all cases referred to the State's Attorney to insure that information is both
44 pertinent and accurate and that documents are complete.
- 45 5. To make available to the State's Attorney the services of its State Parent Locator Service.
- 46 6. To provide access to IV-D case records of the Department for use by the State's Attorney
47 in performing its duties under this Agreement.
- 48 7. To inform the State's Attorney, within time periods required by Federal regulations or
49 Department policy, of any change in the status or composition of a IV-D case which would
50 affect handling of the case by the State's Attorney.
- 51 8. To monitor on a monthly basis the State's Attorney's performance of and compliance with
52 the duties undertaken in this Agreement.
- 53 9. To provide training to Department or State's Attorney staff on specific issues of mutual
54 concern.
- 55 10. To furnish, at the request of the State's Attorney, available assistance, information and
56 documents needed by the State's Attorney in order to verify payments, amount of
57 collections, or reduction of claims.

58 **C. State's Attorney's Obligations.** The State's Attorney agrees:

- 59 1. To accept for handling all IV-D matters, as defined in **Part I, Section B.** of this Agreement,
60 and to perform and comply with the duties set forth in the Appendices, attached hereto and
61 made a part hereof.
- 62 2. To provide initial and ongoing training to newly assigned and existing State's Attorney staff
63 necessary to carry out the responsibilities of this Agreement, including, but not limited to
64 IV-D policy and procedure, Key Information Delivery System (KIDS), statutory provisions
65 and case decisions relating to child support and any other matters mutually agreed upon by
66 the parties. The State's Attorney will provide to the Department a current copy of all training
67 packets and modules.
- 68 3. To maintain and provide to the Department and the Office of the Illinois Attorney General
69 a copy of the State's Attorney's policy and procedure manual, if any, covering all IV-D
70 activities and functions. Updates, corrections or changes affecting IV-D procedure will be
71 submitted to the Department five (5) business days prior to their occurrence.
- 72 4. To submit monthly reports and any other reports required by the Department, the format and
73 content of which shall be as specified by the Department after consultation with the State's
74 Attorney, and any report required by the Federal Office of Child Support Enforcement.
- 75 5. To report to the Department, within five (5) business days any information obtained which
76 may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D
77 services.
- 78 6. That when handling any case referrals made by the Department under this Agreement, the
79 attorneys employed by the Office of the State's Attorney represent the Department
80 exclusively, and they do not represent the custodial parent, non-custodial parent or any party
81 to the action other than the Department.
- 82 a. If the State's Attorney's Office has previously prosecuted for a felony offense a custodial
83 parent, non-custodial parent or a child for whom a support order was pursued, it may
84 forward the referral to the Attorney General's Office for the purpose of representing the
85 Department on said specific referral.
- 86 b. If the State's Attorney, in his or her private practice, has previously represented one of
87 the parties in the matter referred to the State's Attorney's Office, the State's Attorney's
88 Office may forward the referral to the Attorney General's Office for the purpose of
89 representing the Department on said referral.
- 90 c. If the State's Attorney's Office determines that there is any other ethical bar to handling
91 a legal action referral (LAR), it shall appoint a Special Assistant State's Attorney for the
92 purpose of representing the Department on said referral.
- 93 7. That the State's Attorney's Office understands that the Attorney General is the legal
94 representative for the Department with regard to all appellate proceedings involving Title
95 IV-D cases.

PART III – FUNDING

96 **A. Budget and Inventory.**

- 97 1. The State's Attorney's budget (**Appendix B., Part 1**) and Personnel Services Detail
98 (**Appendix B., Part 2**) and operational plan (**Appendix A.**), as approved by the
99 Department, are set forth in the Appendices, attached hereto and made a part hereof. The
100 Maximum amount available under this Agreement shall not exceed \$360,503.
- 101 2. The budget and expenditure reports will be reviewed by the Department at such times as the
102 Department or the State's Attorney deem appropriate. Should the Department determine as
103 a result of such review(s) that an overpayment or underpayment has been made, the matter
104 shall be rectified by separate payment by the appropriate party or by adjustment to future
105 periodic payments owed by the Department.
- 106 3. The State's Attorney shall establish, maintain and update complete inventory lists of all
107 equipment purchased and received with contract funds. Lists shall be kept separately for
108 Electronic Data Processing (EDP) equipment and for other equipment and shall include all
109 existing equipment which had been previously purchased with contract funds and all
110 equipment purchased and received with contract funds during the period of this Agreement.
111 The State's Attorney must conduct an annual inventory and submit a detailed report of
112 equipment and furniture to the Department's contract monitor. This report must list
113 information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting
114 to the accuracy and completeness of the report. This report must list at a minimum the
115 following information:
116 a. Description
117 b. Manufacturer's serial number, model number, Federal stock number, national stock
118 number or other identification number
119 c. Acquisition date
120 d. Location and condition of equipment and date information was reported
121 e. Unit acquisition cost

122 The State's Attorney shall submit this report no later than December 31, 2005 to:

123 Illinois Department of Public Aid
124 Division of Child Support Enforcement
125 Attn: Yvette Perez-Trevino, Contract Manager
126 32 W. Randolph Street, Room 1600
127 Chicago, Illinois 60601

- 128 4. In accordance with the provisions of 45 CFR 95.705, 44 Il Adm. Code 5010.660 and other
129 State and Federal law and regulations, the State's Attorney shall transfer to the Department,
130 upon the request of the Department, all equipment purchased under the terms of this or any
131 preceding Agreement between the parties, if this Agreement is terminated or if said

132 equipment is no longer needed by the State's Attorney to perform its duties under this
133 Agreement.

- 134 5. The provisions of 45 CFR 74.27 will govern computing direct and indirect costs, if
135 applicable, for purposes of developing the State's Attorney's budget and any revisions
136 thereto, and computing the amount of direct and any applicable indirect costs payable under
137 this Agreement.
- 138 6. The budget shown in **Appendix B.** results from certain assumptions, including but not
139 limited to salary increases as passed by County Board resolutions, regarding State's Attorney
140 cost rates. Should actual rates vary from the assumptions, the Department and the State's
141 Attorney may negotiate an amended budget.

142 **B. Funding and Payment.**

- 143 1. The Department will arrange for funding, during the period covered by this Agreement, in
144 accordance with existing federal regulations, to reimburse the State's Attorney for direct and
145 any applicable indirect costs, subject to Federal Financial Participation (FFP), incurred by
146 the State's Attorney in performing the duties undertaken in this Agreement. Such costs are
147 denoted in the budget incorporated into this Agreement as **Appendix B.** The Department
148 will reimburse the State's Attorney for monthly expenditures, as adjusted in accordance with
149 federal regulations.
- 150 2. All funds under the terms of this Intergovernmental Agreement are to be used for the express
151 purpose of Title IV-D child support enforcement efforts.
- 152 3. The parties will make final determination of the necessary costs incurred under this
153 Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of
154 the close of business on the date of termination of this Agreement from expenditures
155 submitted by the State's Attorney. The Department will reimburse the State's Attorney for
156 any underpayment of such finally determined costs under **Part III, Section B.1.**, and the
157 State's Attorney will reimburse the Department for any overpayment under **Part III, Section**
158 **B.1.**, within sixty (60) calendar days after such determination.
- 159 4. Payments made by the Department pursuant to **Part III, Section B.1.** shall constitute full
160 payment owed to the State's Attorney by the Department or the IV-D client under Federal
161 or State law for the duties performed by the State's Attorney under this Agreement. The
162 State's Attorney will not seek any additional payment from the Department or the IV-D
163 client for the performance of these duties.
- 164 5. The State's Attorney will be solely responsible and liable for all expenditure disallowances
165 resulting from the State's Attorney's actions as set forth in any audit by the federal Office
166 of Child Support Enforcement or by the Department. The State's Attorney will reimburse
167 the Department for the amount of any such disallowance; provided however, the Department
168 shall be required to give the State's Attorney timely notice of any such disallowances and an
169 opportunity to rebut any question of the State's Attorney's liability. The State's Attorney,

170 however, shall not be held liable for any disallowances concerning expenditures the State's
171 Attorney undertook at the request of, or with the written approval of, the Department.

- 172 6. All expenditure reports and revisions to expenditure reports for the period July 1, 2005
173 through June 30, 2006, must be received by the Department no later than August 10, 2006,
174 in order to ensure payment under this Agreement. Failure by the State's Attorney to present
175 such reports prior to the August 10, 2006, deadline may require the State's Attorney to seek
176 payment for such expenditures through the Illinois Court of Claims and the General
177 Assembly.
- 178 7. The amount of indirect costs allowable under this Agreement is the amount reflected on
179 **Appendix B.**

180 **C. Reimbursement, Records and Reporting.**

- 181 1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely
182 receipt of expenditure reports by the Department as described in **Part III, Sections C.2. and**
183 **C.3.**, and upon the availability of Federal and State funds.
- 184 2. The State's Attorney will submit to the Department reports of actual expenditures ten (10)
185 business days following the month of such expenditures. Any transfers of funds between
186 budget line items will be specified. The Department will authorize payment to the State's
187 Attorney within thirty (30) calendar days after receipt of complete, accurate and valid
188 expenditure reports with appropriate documentation. Reports shall be mailed to:
- 189 Illinois Department of Public Aid
190 Division of Finance and Budget
191 Contract & Expenditure Processing Unit
192 509 S. 6th Street, 3rd Floor
193 Springfield, Illinois 62701
- 194 3. The State's Attorney agrees to maintain and submit to the Department records, including but
195 not limited to, payroll records, purchase orders, leases, billings, adequate to identify total
196 time expended each month by State's Attorney staff filling positions indicated in **Appendix**
197 **B.**, and the purpose for which any non-personnel funds were expended under this
198 Agreement. For purposes of amounts reimbursable under **Part III, Section B.1.**, only those
199 expenses or portions thereof stated in **Appendix B.** are reimbursable. For non-personnel
200 items, the State's Attorney agrees to provide proofs of payments, in the form of canceled
201 checks, vendor invoices (stating paid in full) or any other proof that payment has been made.
202 The State's Attorney agrees to provide time sheets for any temporary employees or
203 contractual employees hired by the State's Attorney to fulfill the duties of this Agreement.
- 204 4. The State's Attorney agrees to comply with the Federal Office of Management and Budget
205 (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations)
206 concerning single audits. Local Governments that expend \$300,000 or more a year in Federal
207 financial assistance must have an audit performed in accordance with the Federal OMB
208 Circular A-133. Such audit report (s), if required, should be completed within nine (9)

209 months following the end of the County's fiscal year. The State's Attorney must submit one
210 (1) copy of any required audit within thirty (30) calendar days after receipt of the auditor's
211 report. Copy of the auditor's report shall be sent to:

212 Illinois Department of Public Aid
213 Thomas Meirink
214 Office of State Purchasing Officer
215 201 South Grand Ave., East - 2nd Floor
216 Springfield, Illinois 62763

217 5. Prior written approval from the Department's Contract Manager must be secured by the
218 State's Attorney in order to receive reimbursement for the following:

- 219 a. The cost of new or additional leases or rental agreements for either real or personal
220 property.
- 221 b. The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of
222 price, any camera or calculator requires written approval from the Department, prior to
223 purchase, which approval shall not be unreasonably withheld. Department shall provide
224 a written response within ten (10) business days for Electronic Data Processing (EDP)
225 equipment and three (3) business days for all other equipment after receiving said request.
226 Any equipment purchased during the terms of this Agreement, if approved by the
227 Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period
228 acquired. Equipment purchased and approved by the Department under the terms of this
229 Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in
230 equal amounts over a five-year period, at the discretion of the Department.

231 6. The onsite State's Attorney contact name and phone number for equipment and furniture
232 inventory is::

233 Name: Teresa Smith

234 Phone Number:(217) 384-3733

235 7. The Department shall be responsible for maintaining software provided directly by the
236 Department. The State's Attorney shall contact the following local LAN Coordinator
237 regarding maintenance related for this software:

238 Name: Marilyn Burke

239 Phone Number: (217) 384-3850

240 8. The State's Attorney shall be responsible for obtaining hardware, software and office
241 equipment maintenance agreements, excluding software purchased by the Department as set
242 forth in **Part III, Section C.7.**, and for purchasing supplies, i.e., paper, toner, ink cartridges,
243 cleaning kits, etc.) for all equipment under this or any Agreement between the parties . All
244 purchases made in regards to this **Part III, Section C.8** are reimbursable up to the limit of
245 the budget amount found in **Appendix B** of this Agreement.

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9. Each local State's Attorney Office will be connected to the DPA KIDS system via a DPA provided Child Support data circuit installed to the County facility. The State's Attorney Office will work with DPA technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by DPA and the State of Illinois that allow more cost effective connectivity solutions, the States' Attorney Office will work with DPA technical staff to allow these solutions to be used for DPA provided connections at the State's Attorney's Office.

PART IV – COMPLIANCE

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A. If the Department determines that the State's Attorney's attempt to comply with one or more provisions of this Agreement is unacceptable, the State's Attorney will develop and submit to the Contract Manager or her designee a written plan for corrective action by mutual agreement with the Department. A corrective action plan must detail the steps to be taken to bring provision(s) into compliance and an estimate as to when compliance will be achieved. Upon receipt of the Department's request for a corrective action plan, the State's Attorney has thirty (30) calendar days to provide a written plan to the Department. Withholding of funding may result if a written corrective action plan is not received within the thirty (30) calendar day period.

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B. The State's Attorney agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

PART V – TERMS, CONDITIONS & CERTIFICATIONS

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A. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:

1. Provisions apply to successive events and transactions;
2. "Or" is not exclusive;
3. References to statutes and rules include subsequent amendments and successors thereto;

- 267 4. The various headings of this Agreement are provided for convenience only and shall not
268 affect the meaning or interpretation of this Agreement or any provision hereof;
- 269 5. If any payment or delivery hereunder shall be due on any day which is not a business day,
270 such payment or delivery shall be made on the next succeeding business day;
- 271 6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through
272 Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time, excluding
273 state holidays;
- 274 7. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female
275 gender (e.g., "she", "her"), and vice versa;
- 276 8. Words in the plural which should be singular by context shall be so read, and vice versa; and
- 277 9. The Illinois Department of Public Aid shall mean the Illinois Department of Public Aid or any
278 successor agency charged with administering child support enforcement or medical
279 assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

280 B. Term and Scope of Agreement.

- 281 1. **Term.** This Agreement shall be effective on July 1, 2005, and shall continue through June
282 30, 2006 unless the Agreement is otherwise terminated as set forth in **Part V, Section C.**
- 283 2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing
284 written notification of such intent, with the time period of coverage and contract amount for
285 such renewal specified in the written notice. In no event shall the renewal terms and the
286 initial term of the Agreement exceed three (3) years.
- 287 3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the
288 applicable Department's Administrative Rules, shall constitute the entire present Agreement
289 between the parties. This Agreement constitutes a total integration of all rights, benefits and
290 obligations of the parties, and there exist no other agreements or understandings, oral or
291 otherwise, that bind any of the parties regarding the subject matter of this Agreement. This
292 Agreement supersedes and revokes any prior Agreement between the parties as to the
293 subject matter of this Agreement.

294 C. Termination of Agreement.

- 295 1. **Availability of Funds.** This Agreement is subject to the availability of Department
296 appropriation and the availability of Federal funds for the purpose outlined in the Agreement.
297 The Department's obligations hereunder shall be subject to automatic termination as
298 provided in this **Part V, Section C.** in any year for which the General Assembly of the State
299 of Illinois or Federal funding source(s) fails to make an appropriation or reappropriation to
300 pay such obligations. The Department shall provide notice to the County of the cessation of
301 funding and termination of this Agreement under this section within five (5) calendar days
302 after the Department receives notice that its funding will cease.

- 303 2. **Termination Without Cause.** This Agreement may be terminated by the Department or
304 by the State's Attorney without cause upon thirty (30) days' written notice to the other party.
305 The State's Attorney, the Department and the Office of the Illinois Attorney General will all
306 cooperate with each other to create and implement a plan for transition of child support
307 enforcement services. Upon termination, the State's Attorney shall be paid for work
308 satisfactorily completed prior to the date of termination.
- 309 3. **Notice of Change in Circumstances.** In the event the State's Attorney becomes a party
310 to any litigation, investigation or transaction that may reasonably be considered to have a
311 material impact on the State's Attorney's ability to perform under this Agreement, the
312 State's Attorney will immediately notify the Department in writing.
- 313 4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this
314 Agreement or to exercise any right or privilege hereunder shall not be construed as a
315 continuing or future waiver of such term, condition, right or privilege.
- 316 5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by the
317 Department for any of the following reasons. The State's Attorney, the Department and the
318 Office of the Illinois Attorney General will all cooperate with each other to create and
319 implement a plan for transition of child support enforcement services.
- 320 a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
321 b. If the State's Attorney breaches any of the representations;
322 c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a
323 law so as to prohibit the continuance of this Agreement or the child support enforcement
324 program;
325 d. Upon the State's Attorney's refusal to amend this Agreement pursuant to **Part V,**
326 **Section F.2.** of this Agreement; or
327 e. If an extraordinary event beyond the control of the State's Attorney such as destruction
328 of the facility by fire, flood or another act of God, prevents the State's Attorney from
329 fulfilling their obligations under this Agreement.

330 **D. Contract Management and Notices.**

- 331 1. **Contract Management.** The Department shall designate a Contract Manager who will
332 facilitate communication between the State's Attorney and various administrative units
333 within the Department. All communications from the State's Attorney to the Department
334 pertaining to this Agreement are to be directed to the Contract Manager at the address and
335 telephone number set forth herein.

338 Illinois Department of Public Aid
339 Division of Child Support Enforcement
340 Attn: Yvette Perez-Trevino, Contract Manager
341 32 W. Randolph Street, Room 1600
342 Chicago, Illinois 60601
343 Telephone: 312-793-3846

344 **2. Notices.**

- 345 a. All telephonic communications between the parties shall be made to the telephone
346 number(s) set forth below. All written notices, requests and communications, unless
347 specifically required to be given by a specific method, may be: (1) delivered in person,
348 obtaining a signature indicating successful delivery; (2) sent by a recognized overnight
349 delivery service, obtaining a signature indicating successful delivery; (3) sent by certified
350 mail, obtaining a signature indicating successful delivery; or (4) transmitted by
351 telefacsimile, producing a document indicating the date and time of successful
352 transmission, to the address or telefacsimile number set forth below. Either party may at
353 any time give notice in writing to the other party of a change of name, address, or
354 telephone or telefacsimile number.

355 Department: Barry S. Maram, Director
356 Illinois Department of Public Aid
357 201 South Grand Avenue East
358 Springfield, Illinois 62763

359 State's Attorney: Julie R. Rietz
360 Champaign State's Attorney
361 101 E. Main Street
362 Urbana, Illinois 61801

363 Remittance Address: Champaign County State's Attorney
364 101 E. Main Street
365 Urbana, Illinois 61801

- 366 b. All telephonic communications required or desired to be given either party to this
367 Agreement to the other party, shall be directed as follows:

368 Department: Yvette Perez-Trevino, Contract Manager
369 Telephone: (312) 793-3846
370 Fax: (312) 793-0878

371 State's Attorney: John C. Piland
372 Telephone: (217) 384-3733
373 Fax: (217) 384-3816

372 E. **Payment.**

- 373 1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this
374 Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement
375 results in the withholding of Federal funds from the State, the Department will withhold and
376 retain an equivalent amount from payment(s) to the State's Attorney until such Federal funds
377 are released to the State, at which time the Department will release to the State's Attorney
378 the equivalent withheld funds.
- 379 2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or
380 suspended in accordance with **Part V, Section F.4.**
- 381 3. **Computational Error.** The Department reserves the right to correct any mathematical or
382 computational error in payment subtotals or total contractual obligation. The Department
383 will notify the State's Attorney of any such corrections.
- 384 4. **Travel.** Payment for travel expenses as provided in **Part III, Section C.5.c.** will be made
385 by the Department under this Agreement subject to the rules promulgated by the Illinois
386 Travel Requirements Council and approved by the Governor's Travel Control Board.

387 F. **General Terms.**

- 388 1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply
389 with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes
390 and regulations of Federal, State, County and local governmental agencies which in any
391 manner affect the terms of this Agreement.
- 392 2. **Amendments.**
- 393 a. This Agreement may be amended or modified by the mutual consent of the parties at any
394 time during its term. Amendments to this Agreement must be in writing and signed by the
395 parties. No change in, addition to, or waiver of any term or condition of this Agreement
396 shall be binding on the Department unless approved in writing by an authorized
397 representative of the Department.
- 398 b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department
399 and receipt of a proposed amendment to this Agreement, amend this Agreement, if and
400 when required, in the opinion of the Department, to comply with Federal or State laws
401 or regulations, and upon the interpretation and advice of appropriate federal agency or
402 agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign
403 such amendment within fifteen (15) business days after receipt, this Agreement shall
404 terminate as provided in **Part V, Section C.**
- 405 3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement
406 without the other party's prior written consent.
- 407 4. **Audits and Records.**

- 408 a. **Right of Audit.** This Agreement, and all books, records, and supporting documents
409 related thereto, shall be available for review or audit by State and Federal officials,
410 including but not limited to the Department and its representatives, the Department of
411 Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit,
412 Federal auditors and the Illinois Auditor General, and the State's Attorney agrees to
413 cooperate fully with any such review or audit. Upon reasonable notice by any authority,
414 the State's Attorney shall provide, in Illinois, or any other location designated by the
415 authority, during normal business hours, full and complete access to the relevant portions
416 of the State's Attorney's books and billing records as they relate to payments under this
417 Agreement. If the audit findings indicate overpayment(s) to the State's Attorney, the
418 Department shall adjust future or final payments otherwise due to the State's Attorney.
419 If no payments are due and owing to the State's Attorney, or if the overpayment(s)
420 exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall
421 immediately refund all amounts which may be due to the Department.
- 422 b. **Retention of Records.** The State's Attorney shall maintain all business, professional, and
423 other records in accordance with State law, the specific terms and conditions of this
424 Agreement, and pursuant to generally accepted accounting practice. The State's Attorney
425 shall maintain, during the pendency of the Agreement and for a minimum of five (5) years
426 after the completion of the Agreement, adequate books, records, and supporting
427 documents to verify the amounts, recipients, and uses of all disbursements of funds
428 passing in conjunction with the Agreement. If an audit, litigation, or other action involving
429 the records is begun before the end of the five-year period, the records must be retained
430 until all issues arising out of the action are resolved. Failure to maintain the books,
431 records, and supporting documents required by this **Part V, Section F.4.** shall establish
432 a presumption in favor of the Department for the recovery of any funds paid by the
433 Department under the Agreement for which adequate books, records, and other
434 documents are not available to support the purported disbursement.

435 **5. Choice of Law and Dispute Resolution.**

- 436 a. **Choice of Law.** This Agreement shall be governed by and construed according to the
437 laws and administrative rules of the State of Illinois. Any claim against the State arising
438 out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if
439 jurisdiction is not accepted by that court, with the appropriate State or Federal court
440 located in Sangamon County, Illinois.
- 441 b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a
442 dispute as to the meaning of a requirement solely included as a result of a Federal
443 regulation applicable to or referred to in this Agreement, the Department will request an
444 interpretation from the appropriate Federal agency or agencies, and that interpretation will
445 be adopted by the Department and the State's Attorney.

446 **6. Confidentiality.**

- 447 a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality
448 of information provided by the other party, or to which the receiving party obtains access
449 by virtue of its performance under this Agreement, that either has been reasonably
450 identified as confidential by the disclosing party or by its nature warrants confidential

451 treatment. The receiving party shall use such information only for the purpose of this
452 Agreement and shall not disclose it to anyone except those of its employees who need to
453 know the information. These nondisclosure obligations shall not apply to information that
454 is or becomes public through no breach of this Agreement, that is received from a third
455 party free to disclose it, that is independently developed by the receiving party, or that is
456 required by law to be disclosed. Confidential information shall be returned to the
457 disclosing party upon request.

458 **b. Confidentiality of Program Recipient Identification.** The State's Attorney shall
459 ensure that all information, records, data, and data elements pertaining to applicants for
460 and recipients of public assistance, or to providers, facilities, and associations, shall be
461 protected from unauthorized disclosure by the State's Attorney and its employees and by
462 the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9,
463 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21. To the extent that the
464 State's Attorney, in the course of performing this Agreement, serves as a business
465 associate of the Department, as "business associate" is defined in the HIPAA Privacy Rule
466 (45 CFR 160.103), the State's Attorney shall assist the Department in responding to the
467 client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6)
468 years any records relevant to a client's eligibility for services under the Department's
469 medical programs.

470 **7. Disputes Between State's Attorney and Other Parties.** All disputes between the State's
471 Attorney and any subcontractor retained by the State's Attorney shall be solely between such
472 subcontractor and the State's Attorney, and the Department shall be held harmless by the
473 State's Attorney.

474 **8. Gifts.** The State's Attorney is prohibited from giving gifts to Department employees. The
475 State's Attorney and its principals, employees, and subcontractors are prohibited from giving
476 gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the
477 Department involving duties or obligations related to this Agreement.

478 **9. Relationship of the Parties.** For all purposes and services set forth and described in this
479 Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent,
480 principal, employer or employee of the other. Nothing in this provision is intended to
481 abrogate any rights the State's Attorney may have under the State Employees
482 Indemnification Act. Solely for the purposes of services performed under this Agreement,
483 the State's Attorney and its employees shall perform in the role of independent contractors
484 of the Department. The State's Attorney shall be responsible for payment of all
485 compensation, including pension benefits due to any person employed by State's Attorney.
486 State's Attorney employees providing services under this Agreement shall not be entitled to
487 claim or receive any employment benefits from the Department. None of the employees of
488 the parties hereto shall be entitled to the benefits provided to employees of the other solely
489 by virtue of this Agreement. Payment by the Department into any State's Attorney employee
490 welfare plan as part of the compensation arrangement for services rendered hereunder, as
491 set forth in Appendix B, shall not be construed to create an employment relationship between
492 the State's Attorney employee or the State's Attorney and the Department. Each party shall
493 be responsible for the reporting of, and compliance with, applicable local, State and Federal
494 laws, including taxes and social security to the extent applicable, unless otherwise set forth

495 herein. Nothing in this Agreement shall be construed to prevent either the Department or the
496 State's Attorney from pursuing any cause of action available under law, including pursuit of
497 specific performance or damages.

498 10. **Media Relations and Public Information.** The parties will cooperate in connection with
499 media inquiries, campaigns or initiatives involving the Agreement. The State's Attorney shall
500 consult with the Department's Office of Communication upon receiving inquiries regarding
501 the Title IV-D Program.

502 11. **Nondiscrimination.** The State's Attorney shall abide by all applicable Federal and State
503 laws, regulations and orders which prohibit discrimination because of race, creed, color,
504 religion, sex, national origin, ancestry, age, or physical or mental disability,. The State's
505 Attorney further agrees to take affirmative action to ensure that no unlawful discrimination
506 is committed in any manner, including, but not limited to, in the delivery of services under
507 this Agreement.

508 12. **Ownership of Work Product.** Any and all work product, including, but not limited to,
509 reports, written documents, computer programs, electronic data bases, electronic data
510 processing documentation and source materials collected, purchased, or developed under this
511 Agreement shall remain the exclusive property of the Department. There shall be no
512 dissemination, publication or copyrighting of any work product or data or of any writing
513 based upon or prepared as a result of any work product or work performed under this
514 Agreement without prior written consent of the Department. The State's Attorney
515 acknowledges that the Department is under no obligation to give consent and that the
516 Department may, if it gives consent, subject that consent to such additional terms and
517 conditions as the Department may require. With the written consent of the Department, the
518 State's Attorney may retain copies of the work product for its own use, provided that all
519 laws, rules and regulations pertaining to the maintenance of confidentiality are observed.

520 13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment
521 with funds received under this Agreement without having obtained the Department's prior
522 approval. For purposes of this Article, "equipment" shall include any product, tangible and
523 non-tangible, used solely in the State's Attorney's performance under this Agreement and
524 an acquisition cost of at least \$100. The State's Attorney acknowledges that the Department
525 is under no obligation to give consent and that the Department may, if it gives consent,
526 subject that consent to such additional terms and conditions as the Department may require.
527 The Department shall have the right to require transfer of any such purchase to the
528 Department, including transfer of title. In the event of termination of this Agreement, the
529 Department has the right of first refusal for all property purchased under this or any prior
530 agreements. Should the State's Attorney decide to dispose of or transfer any equipment
531 purchased under this or any prior agreements, the Department has the right of first refusal.

532 14. **Severability.** In the event that any provision, term or condition of this Agreement is declared
533 void, unenforceable, or against public policy, then said provision, term or condition shall be
534 construed as though it did not exist and shall not affect the remaining provisions, terms, or
535 conditions of this Agreement.

536 15. **Sexual Harassment.** The State's Attorney shall comply with the terms of 775 ILCS
537 5/2-105.

538 16. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1)
539 year after its termination, the State's Attorney and the Department agree that they will not
540 solicit for employment or employ, either as an employee or an independent contractor, any
541 person who is or has been employed by the other in a managerial or policy-making role
542 regarding this Agreement within the previous twelve (12) months, except with written notice
543 to the other. The State's Attorney shall immediately notify the Department's Ethics Officer
544 in writing if the State's Attorney solicits or intends to solicit for employment any of the
545 Department's employees during the term of this Agreement. The Department will be
546 responsible for keeping the State's Attorney informed as to the name and address of the
547 Ethics Officer. Should an employee of the State's Attorney take and pass all required
548 employment examinations and meet all relevant employment qualifications, the Department
549 may employ that individual and no breach of this Agreement shall have occurred.

550 17. **Subcontracts.**

- 551 a. If the State's Attorney will utilize the services of a subcontractor in its performance under
552 this Agreement, the State's Attorney shall so state in an attachment to this Agreement and
553 list in that attachment the names and addresses of each subcontractor that will be used and
554 the expected amount of money each subcontractor will receive.
- 555 b. If the State's Attorney adds or changes any subcontractor during the term of this
556 Agreement, the State's Attorney shall promptly notify the Department and the Illinois
557 Department of Central Management Services in writing of the names, addresses and
558 expected amount of money each new or replaced subcontractor will receive.
- 559 c. All subcontracts must be in writing and must be reviewed and approved by the
560 Department prior to execution. All subcontractors are subject to all terms of this
561 Agreement. The State's Attorney shall remain responsible for the performance of all
562 subcontractors.

563 18. **Survival of Obligations.** Those obligations under this Agreement which by their nature are
564 intended to continue beyond the termination or expiration of this Agreement shall survive
565 the termination or expiration of this Agreement.

566 **G. State's Attorney Certifications.**

567 1. **General Warranties of State's Attorney.**

- 568 a. The State's Attorney warrants to the Department that:
- 569 i. The services and deliverable products herein required to be performed or provided
570 will be completed in a good, professional manner;
- 571 ii. The person executing this Agreement on behalf of the State's Attorney is duly
572 authorized to execute the Agreement and bind the State's Attorney to all terms and
573 conditions hereunder; and

574 iii. For a period of ninety (90) days after completion of all services and deliverable
575 products provided for under this Agreement and any subsequent related Agreement,
576 and acceptance of the same by the Department, any defects or problems found in
577 the work performed or submitted by the State's Attorney will be expeditiously
578 corrected by the State's Attorney without additional charge to the Department.

579 b. Violation of any of these warranties by the State's Attorney shall subject this Agreement
580 to automatic termination pursuant to **Part V, Section C.**

- 581 2. **Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not
582 barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS
583 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable
584 thing to any Person to induce that Person not to bid on a State contract or to recompense
585 that Person for not having bid on a State contract.
- 586 3. **Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract
587 or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).
- 588 4. **Clean Air Act and Clean Water Act.** If this Agreement is for an amount greater than
589 \$100,000.00, the State's Attorney certifies that it is in compliance with all applicable
590 standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C.
591 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*).
592 Violations shall be reported to the U.S. Department of Health and Human Services and the
593 appropriate Regional Office of the U.S. Environmental Protection Agency.
- 594 5. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting
595 with the Department on any of the bases provided in Section 50-13 of the Illinois
596 Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither
597 has nor shall acquire any interest, public or private, direct or indirect, which may conflict in
598 any manner with its performance under this Agreement, and that it shall not employ any
599 person having such an interest in connection with its performance under the Agreement. The
600 State's Attorney shall be under a continuing obligation to disclose any conflicts to the
601 Department, which shall, in its sole good faith discretion, determine whether such conflict
602 is cause for the termination of the Agreement.
- 603 6. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached
604 State of Illinois Drug Free Workplace Certification.
- 605 7. **Licenses and Certificates.** The State's Attorney certifies that its employees and
606 subcontractors who will perform services under this Agreement possess all certificates or
607 licenses, including professional, necessary to perform the duties and obligations under this
608 Contract; that any certificates or licenses are currently in good standing with the certifying
609 or licensing entity or entities; and that any certificates or licenses will continue to be
610 maintained in good standing.

- 611 8. **Lobbying.** If this Agreement is for an amount greater than \$100,000.00:
- 612 a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally
613 appropriated funds have been paid or will be paid by or on behalf of the State's Attorney,
614 to any person for influencing or attempting to influence an officer or employee of any
615 agency, a Member of Congress, an officer or employee of Congress, or an employee of
616 a Member of Congress in connection with the awarding of any Federal contract, the
617 making of any Federal loan or grant, or the entering into of any cooperative agreement,
618 or the extension, continuation, renewal, amendment, or modification of any Federal
619 contract, grant, loan or cooperative agreement.
- 620 b. If any funds other than Federally appropriated funds have been paid or will be paid to any
621 person for influencing or attempting to influence an officer or employee of any agency,
622 a Member of Congress, an officer or employee of Congress, or an employee of a Member
623 of Congress in connection with this Federal contract, grant, loan or cooperative
624 agreement, the State's Attorney shall complete and submit Standard Form LLL,
625 "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form
626 is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal
627 Operations.
- 628 c. The State's Attorney shall require that the language of this certification be included in the
629 award document for subawards at all tiers (including subcontracts, subgrants, and
630 contracts under grants, loans, and cooperative agreements) and that all subrecipients shall
631 certify and disclose accordingly.
- 632 d. This certification is a material representation of fact upon which reliance was placed when
633 this contract was executed. Submission of this certification is a prerequisite for making
634 or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any
635 person who fails to file the required certification shall be subject to a civil penalty of not
636 less than \$10,000 and not more than \$100,000 for each such failure.
- 637 9. **New Hire Reporting.** The State's Attorney certifies that it shall comply with the
638 requirements of 820 ILCS 405/1801.1.
- 639 10. **Nonparticipation in International Boycott.** The State's Attorney certifies that it neither
640 participates nor shall participate in an international boycott in violation of the provisions of
641 the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of
642 Commerce promulgated under that Act.
- 643 11. **Nonpayment of Dues or Fees.** The State's Attorney certifies that it neither pays dues or
644 fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for
645 payment of dues or fees to any club which unlawfully discriminates, and that therefore the
646 State's Attorney is not prohibited from selling goods or services to the State of Illinois under
647 775 ILCS 25/0.01 *et seq.*
- 648 12. **Nonsolicitation of Contract.** The State's Attorney certifies that it has not employed or
649 retained any company or person, other than a bona fide employee working solely for the
650 State's Attorney, to solicit or secure this Agreement, and that it has not paid or agreed to
651 pay any company or person, other than a bona fide employee working solely for the State's
652 Attorney, any fee, commission, percentage, brokerage fee, gift or any other consideration

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contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the State's Attorney such commission, percentage, brokerage fee, gift or contingent fee.

659

IV-D Program's CFDA Number is 93.563.

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661

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

662
663

THE STATE OF ILLINOIS
DEPARTMENT OF PUBLIC AID

CHAMPAIGN COUNTY, ILLINOIS

664
665
666

By: _____
Barry S. Maram, Director

By: _____
Julie R. Rietz, State's Attorney

667

Date: _____

Date: _____

668

APPROVED:

669
670

By: _____
President, Champaign County Board

By: _____
Lisa Madigan, Illinois Attorney General

671

Date: _____

Date: _____

675
676

**APPENDIX A
CHAMPAIGN COUNTY STATE'S ATTORNEY**

677 In this Intergovernmental Agreement the parties understand that all agencies involved in the
678 Champaign County IV-D program must work effectively and cooperatively to achieve the mutual
679 goals of the program.

680 The State's Attorney agrees to prohibit attorneys employed by the Office of the State's Attorney in
681 a full or part-time capacity from accepting any private employment or legal work or from providing
682 any legal advice to any person or entity that would present a conflict of interest or the appearance of
683 a conflict of interest for the Office of the State's Attorney, or the attorney personally, in connection
684 with the State's Attorney's representation of the Department under the terms of this Agreement.

685 The following standards for the State's Attorney will be monitored by the Division of Child Support
686 Enforcement. The standards will assist the State's Attorney in meeting its responsibilities under the
687 Agreement, as well as enhance the efficient operation of the Champaign State's Attorney IV-D child
688 support enforcement program.

689 The State's Attorney shall:

- 690 1. Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing,
691 advancing, or rejecting with cause, each child support case referred to the State's Attorney,
692 consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of
693 the Circuit Court of Champaign County, Illinois.
- 694 2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within
695 thirty (30) calendar days after the State's Attorney's receipt of location of absent parent by the
696 Department and enter all court dates into KIDS.
- 697 3. Ensure that within thirty-five (35) calendar days after receipt of referral by the Department,
698 summonses are submitted to the Sheriff/process server for service of process.
- 699 4. Record in KIDS the successful and unsuccessful attempts to serve process within four (4)
700 business days of receiving results of attempts.
- 701 5. Request services of State Parent Locator Service within four (4) business days after determining
702 the whereabouts of the absent parent is unknown by changing status of current address in KIDS
703 to previous.
- 704 6. Seek reimbursement from the non-custodial parent for costs incurred by the Department for
705 genetic testing when parentage is established and enter results of genetic testing in KIDS.
706 Reimbursement checks should be sent to Illinois Department of Public Aid, Bureau of Fiscal
707 Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield,
708 Illinois 62702.
- 709 7. Within ninety (90) calendar days after receipt of referral by the Department, either

- a. establish an order for support regardless of whether or not parentage has been established on cases referred by the Department to the State's Attorney, or
- b. effect service of process necessary to commence proceedings to establish support and, if necessary, parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file), or
- c. document conveyance of summons to Sheriff within thirty-five (35) calendar day time frame.

The State's Attorney will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown. The State's Attorney shall follow state presumptive guidelines on parentage cases, including seeking a minimum support order of \$10.00 per month. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

- 8. Complete actions to establish an order for support regardless of whether or not parentage has been established from the date of service of process within the following time frames:
 - (1.) 75 percent in six (6) months;
 - (2.) 90 percent in twelve (12) months.
- 9. File an action to enforce an existing order for support within 30 calendar days after the date the Department identifies a delinquency or other support related noncompliance with the order or the location of the absent parent, whichever occurs later.
- 10. File an action to modify an existing order for support within 30 calendar days after the date the Department identifies the location of the absent parent and notifies the State's Attorney.
- 11. Seek medical insurance coverage for each minor child or each special needs child from the non-custodial parent. Medical insurance coverage must be addressed in all support orders whether or not the NCP is ordered to provide it.
- 12. Seek retroactive support in accordance with Department policy.
- 13. Seek entry of orders that provide for immediate income withholding.
- 14. Unless time limitations are caused by events outside the control of the State's Attorney, notify the Department at least 30 calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
- 15. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk and all parties after the end of each court session.
- 16. Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home address and employer address, and driver's license

746 information. Record any informational additions or changes on the order or data sheet, for data
747 entry into KIDS and indicate verification of existing information where information previously
748 provided had not changed.

- 749 17. Record in KIDS within five (5) business days after a client fails to cooperate in court or fails to
750 keep a scheduled appointment with a member of the State's Attorney's Office necessary to
751 proceed with the case and subsequent cooperation with the State's Attorney in the above. The
752 State's Attorney will ensure all instances of client non cooperation and cooperation are addressed
753 in the relevant court order.
- 754 18. Provide to the Department a copy of all support orders and related data sheets within five (5)
755 business days after the legal action.
- 756 19. Provide to the Department information on a client that the State's Attorney suspects is receiving
757 TANF illegally.
- 758 20. Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed
759 to the Department without the Department's expressed prior approval. Doing so shall result in
760 a reduction of funds payable to the State's Attorney equal to the amount of the reduction of the
761 debt. If the State's Attorney relies upon the Department calculations when providing arrearage
762 figures to the court, the Department will not be entitled to liquidated damages. At no time will
763 the State's Attorney agree to entry of an order excluding use of an Offset Program.
- 764 21. Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate
765 parentage where such settlement contains the exchange of a finding of parentage for a duty of
766 support.
- 767 22. Mail all URESA/UIFSA orders to the Department within seven (7) business days after entry by
768 the Courts.
- 769 23. Immediately upon becoming aware that a case decision may be appealed by the responding party,
770 or that an adverse case decision is a likely candidate for appeal by the Department, the State's
771 Attorney shall provide the Department with the notice of appeal or copy of the adverse case
772 decision and all supporting documentation in the format prescribed by the Department to:

773 Illinois Department of Public Aid
774 Nancy Schalowitz
775 Office of General Counsel
776 100 W. Randolph Street, 10th Fl.
777 Chicago, Illinois 60601
778

Illinois Department of Public Aid
Division of Child Support Enforcement
Yvette Perez-Trevino
Judicial Legal Liaison
280 East Indian Trail Road
Aurora, Illinois 60505

Office of the Illinois Attorney General
Public Aid Bureau
500 S. 2nd Street
Springfield, Illinois 62706

- 779 24. Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has
780 directed the Department to take a specific action within five (5) business days after entry of
781 order.

- 782 25. When requested to do so by the Department, file notices of appeal or bring motions to vacate
783 or for rehearing in the trial court in connection with adverse case decisions that are likely
784 candidates for appeal by the Department.
- 785 26. Record in KIDS the information required for production of complete and accurate KIDS
786 generated monthly activity reports.
- 787 27. Keep the Department informed of State's Attorney staff assignments as they relate to this
788 Agreement by notifying the Contract Manager.
- 789 28. Respond to status requests and inquiries from the Department within five (5) business days after
790 the request or inquiry.
- 791 29. Correct technical non-substantive errors on rejected orders within two (2) weeks after being
792 notified of the error, and file motions to correct substantive errors such that the errors are
793 corrected within sixty (60) calendar days after being notified of the error. However, if the order
794 was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA
795 client, the requirement to correct within deadlines specified do not take effect until the client
796 accepts the State's Attorney's appearance in the NA case.
- 797 30. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable
798 non-custodial parents, pursuant to the policy and procedures in effect for these programs.
- 799 31. Seek orders specifying the amount of arrearage owed and oppose entry of orders containing
800 language departing from federally required distribution of child support payments. All child
801 support orders entered must be made payable to the SDU.
- 802 32. Initiate an agreed order call to contact parties prior to court date to discuss settlement of all
803 issues, prepare agreed orders and present the agreed orders to the judge on a designated court
804 date and time.

#####

APPENDIX B Part 1 of 2
CHAMPAIGN COUNTY STATE'S ATTORNEY BUDGET
JULY 1, 2005 THROUGH JUNE 30, 2006
Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY06Budget
Personnel Services	
Salaries	\$241,926
<i>(See attached list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$63,350
SUBTOTAL	\$305,276
 Non-Personnel Services	
Stationary & Printing	\$1,500
Office Supplies	2,708
Books, Periodicals & Manuscripts	400
Court Reporting	100
Photocopier Services	3,000
Postage, UPS, Federal Express	3,026
Job Required Travel	2,000
Computer Service	2,900
Telephone Service	4,000
Equipment Maintenance	1,000
Witness Fees	0
Legal Notices, Advertising	200
Auditing & Accounting Fees	0
Dues & Licenses	400
Conference & Schooling	2,600
Furniture & Office Equipment	6,800
Service of Process Fees	400
Subcontract/Special ASA	0
SUBTOTAL	\$31,034
PERSONNEL SERVICES SUBTOTAL	\$305,276
NON-PERSONNEL SERVICES BENEFITS SUBTOTAL	\$31,034
TOTAL DIRECT COSTS	\$336,310
INDIRECT COST (10% of Salaries)	\$24,193
GRAND TOTAL	\$360,503

APPENDIX B Part 2 of 2
AUTHORIZED POSITIONS - SFY06
CHAMPAIGN COUNTY STATE'S ATTORNEY

POSITION TITLES	IV-D%	Number of Positions	
Full Time Positions:			
Sr. Assistant State's Attorney	100%		1
Assistant State's Attorney	100%		1
Senior Admin. Legal Secretary	100%		1
Legal Secretary		100%	2
Receptionist/Legal Secretary	20%		1
Part Time Positions:			
Part-time Investigator	100%		1
Temporary/File Clerks/Interns	100%		Multiple

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name: _____

Taxpayer Identification Number:

Social security number _____

or

Employer identification number _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or
billing medical and/or
health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery
(Corp) |
| <input type="checkbox"/> Corporation NOT providing
or billing medical and/or
health care services | <input type="checkbox"/> Other: _____ |

Signature: _____ **Date:** _____

STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The contractor certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- This business or corporation does not have twenty-five (25) or more employees.
- This business or corporation has twenty-five (25) or more employees, and the contractor certifies and agrees that it will provide a drug free workplace by:
 - A) Publishing a statement:
 - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3) Notifying the employees that, as a condition of employment on such contract, the employee will:
 - a) abide by the terms of the statement; and
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - B) Establishing a drug free awareness program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the contractor's policy of maintaining a drug free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) the penalties that may be imposed upon an employee for drug violations.
 - C) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.
 - F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
 - G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 *et seq.*

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Signature of Authorized Representative

Printed Name and Title

Requisition/Contract/Grant ID Number

Date

FUNDING RECOMMENDATION FOR FY2005 DELINQUENCY PREVENTION/INTERVENTION/DIVERSION
PROGRAM SERVICES GRANT FUNDING

Program	FY2004 Award	FY2005 Request	FY2005 Sub-Committee Award Recommendation
PBH-BIOC-Family Conference	\$25,000	\$30,000	\$20,000.00
TALKS Mentoring	\$25,000	\$25,000	\$25,000.00
Mental Health Center-Family Therapy	\$13,000	\$30,000	\$24,000.00
ROE-JDC Extended School Yr	\$20,000		
Don Moyer Boys & Girls Club	\$20,000	\$30,000	\$25,405.00
RPC-Court Diversion	\$25,000	\$30,000	\$25,000.00
CASA	\$18,000	\$21,205	\$21,205.00
Urban League	\$10,000	\$30,000	
Boy Scouts of America		\$25,000	
Champaign-Ford ROE		\$30,000	
Mahomet Area Youth Club		\$20,000	
RPC-JJRDS		\$5,500	
Restoration Urban Ministries		\$17,130	\$17,130.00
Rural C.C. Special Education Coop.		\$29,676	
TOTAL	\$156,000	\$323,511	\$157,740.00

TOTAL FUNDS AVAILABLE FOR AWARD IN FY2005 - \$157,740

COUNTY FACILITIES COMMITTEE
Summary of Action Taken at the April 5, 2005 Meeting

<u>Agenda Item</u>	<u>Action Taken</u>
III <u>Approval of Minutes</u>	Minutes of March 11, 2005 approved as presented.
IV <u>Public Participation</u>	Mr. Beckett read a statement from Carol Ammons of C-U Peace & Justice regarding the Disparity Study.
V <u>Champaign County Nursing Home Construction Project</u>	
A. Construction Project Update	No Action Taken
B. PKD Incorporated Pay Request #26	<i>RECOMMEND COUNTY BOARD APPROVAL of Pay Request #26 from PKD Incorporated in the amount of \$54,193 for Professional Services provided through March 20, 2005 per Agreement dated February 2003. (\$13,499 - Staff; \$6,751 - Construction Fee; \$661 - Reimbursable; \$33,282 - General Conditions)</i>
C. Request for Reduction in Retainage	<i>RECOMMEND COUNTY BOARD APPROVAL of the Advanced Roofing Request for Reduction in Retainage.</i>
VI <u>Fleet Maintenance/Highway Facility</u>	
A. Update on A/E Selection Process	No Action Taken
B. Review of Intergovernmental Group Meetings	No Action Taken

VII Chair's Report/Issues

A. Disparity Study

MOTION carried to forward this item to the April 21, 2005 County Board Meeting without Recommendation (including the memo from Assistant States Attorney Joel Fletcher for review and consideration.)

B. Clock & Bell Tower Project

No Action Taken

VIII Courthouse

A. Masonry Stabilization Project

i. Memo from Simpson Gumpertz & Heger - Additional Fee Request

Committee consensus that the Chairman, Vice-Chairman and County Administrator begin negotiations with Simpson, Gumpertz & Heger, Inc.

ii. Revised Project Budget

No Action Taken

B. User Group List

The committee reviewed the User Group List.

C. League of Women Voters - Proposal for Upgrading Family Waiting Room

No Action Taken

D. Simpson, Gumpertz & Heger, Inc. Invoice #0048699

RECOMMEND COUNTY BOARD APPROVAL of Invoice #0048699 from Simpson, Gumpertz & Heger, Inc. in the amount of \$12,542.78 for Professional Services provided through January 28, 2005 per Agreement dated March, 2003. Pay Request is for Design Development Services.

IX Brookens Administrative Center

- A. Plaque in recognition of the County Board Acquisition and Remodeling of Brookens

MOTION carried to discontinue any further review of cost options for this item.

X Physical Plant Reports

- A. Monthly Budget Report
B. Fire Sprinkler Inspection Report
C. Memo – Ameren/IP – PPO Contract
D. Facility Survey Results

No Action Taken
Information Only
Information Only
Committee consensus to include this item on a future agenda with cost estimates and available funds information.

XI Other Business

- A. Pre-Qualified Vendor Ordinance

B. Sheriff Walsh Memo dated March 10, 2005 – Request to begin Jail expansion Review

C. Existing Nursing Home – Future Use Evaluation

RECOMMEND COUNTY BOARD APPROVAL of The Pre-Qualified Vendor Ordinance.

Committee consensus to include this item on the May County Facilities Agenda.

Committee consensus to include this item on the May County Facilities Agenda.

XII Determination of items to be included on the County Board Consent Agenda

Committee consensus to include items V B, C; & VIII D on the April 21, 2005 County Board Consent Agenda.

* Denotes County Board Agenda Item

* *Denotes County Board Consent Agenda Item*

CHAMPAIGN COUNTY, ILLINOIS DISPARITY STUDY

CONSULTANT SERVICES AGREEMENT

MASON TILLMAN ASSOCIATES, LTD.

Effective Date:

Term Date:

Deleted: Prepared by:
Patricia Avery, Chair Champaign
County Board[]
Mason Tillman Associates,
Ltd. . November 10, 2004[]
Champaign County, Illinois Disparity
Study Consultant Services
Agreement[]
2

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ARTICLE 12. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

ARTICLE ~~14~~ APPLICABLE LAW & VENUE

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EXHIBIT A SCOPE OF SERVICES

EXHIBIT B PAYMENT SCHEDULE

EXHIBIT C DBE UTILIZATION REPORT

EXHIBIT D COUNTY'S AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT

OPPORTUNITY REQUIREMENTS

Deleted:

THE CHAMPAIGN COUNTY, ILLINOIS DISPARITY STUDY
CONSULTANT SERVICES AGREEMENT

This Disparity Study Consultant Services Agreement (hereinafter referred to as "Agreement"), made and entered into this ____ day of _____ 2005, between Champaign County, Illinois, a public body corporate under the laws of the State of Illinois whose post office address is 1776 E. Washington Street, Urbana, Illinois, 61802 (hereinafter referred to as "the County"), and Mason Tillman Associates, Ltd., a California corporation, authorized to do business in the State of California, (hereinafter referred to as "Company"), collectively hereinafter referred to as the "Parties".

Deleted: 4

WITNESSETH:

WHEREAS, the County wishes to hire a company to conduct a comprehensive, legally defensible disparity study, hereinafter known as "Study", to determine the availability and utilization of minority and women owned businesses that are ready, willing and able to participate in the County's respective procurement program and whether the County is either active or passive participants in discrimination in such procurement programs, and to outline a corrective strategy for the County to address any underutilization; and

WHEREAS, Company responded to the County's Disparity Study Consultant Services Request for Proposal, dated October 2004, hereinafter known as "RFP", and has been chosen to perform said Study; and

WHEREAS, The County's desire to contract with Company to perform said Study.

NOW, THEREFORE, the parties hereto mutually agree and covenant that Company will render the following services and other services as may be requested from time to time.

ARTICLE 1 SERVICES

1.1 Scope of Services.

A. Company agrees to provide to the County the services required under this Agreement as set forth in Exhibit "A", Scope of Services, which is attached and made a part hereof, consistent with the Company's response to the County's request

for proposals, attached as Exhibit C and made a part hereof, and in accordance with the payment schedule attached hereto as Exhibit "B" and made a part hereof. B.

Company agrees to devote its best efforts to the County's interests, to provide the scope of services and to successfully complete the Study.

Upon completion of Task 5, as stated in Exhibit "A", availability analysis, Company shall make a preliminary determination of whether each relevant group of minority or female owned businesses have sufficient availability to allow for statistical evaluation of disparate treatment, and shall submit the same to the County. If the parties determine there is insufficient availability to allow statistical analysis of disparity, with statistically significant results, Tasks 6, 7, and 8 shall be eliminated from the Agreement as to that category, with no charge to the County for these tasks as to these categories. Tasks 10 and 11 shall be reduced in scope accordingly, with proportionate reductions in the charge to the County for these tasks.

1.2 County's Representative

County shall be represented by the Chair of the County Board or a designee of the Chair of the County Board.

1.3 Company's Project Manager

Company has designated Eleanor Mason Ramsey, Ph.D. as Company's Project Manager who shall be assigned to conduct this Study. Company's Project Manager shall not change without at least 30 days prior written notice to the County. The County reserves the right to approve any proposed replacement of Company's Project Manager, and shall require that, at a minimum, the proposed replacement have equal or greater qualifications as the Project Manager being replaced, but such approval shall not be unreasonably withheld.

1.4 Company/Subcontractor Relationship

Except as may be otherwise provided, Company shall not contract with subcontractors to perform any portion of the work provided for in this Agreement without the prior written approval of the County, but such approval shall not be unreasonably withheld. If so approved, the Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Agreement.

ARTICLE 2

TERM

2.1 Effective Date

This Agreement shall become effective upon approval and execution by the County and Company.

2.2 Term

The Term of the Agreement commences upon the "effective date". It is anticipated that the total time to conduct the entire project will be no more than 12 months. Failure to complete deliverables and the Study within the time-frame Specified in Exhibit "A" will be considered an event of default of this Agreement.

Deleted: 18

ARTICLE 3
COMPENSATION

3.1 Fees

The fee for all services required under the terms of this Agreement shall be a fixed fee of \$49,996 and shall be paid by the County. The fixed fee shall include any and all travel expenses and other costs, such as labor, materials, copying, and long distance. No separate reimbursement will be made for travel or other costs and no other fees will be paid.

3.2 Method of Payment

Said fee shall be paid by the County in the form of progress payments which shall be paid to Company upon completion of deliverables in accordance with Exhibit B, Payment Schedule, which is attached hereto and made a part hereof. Company shall be required to submit an invoice by the 10th of the month to the County, in a form acceptable to the County, indicating the number of hours devoted to work performed. Each approved invoice shall be paid by County within 30 days after receipt and acceptance of each invoice. Consultant will be informed in writing of any disputed invoice. Notice will be given within five business days of receipt of the invoice by the County. Once issues with the disputed invoice are resolved, the County shall make payment within 20 days.

3.3 Data

The County will endeavor to provide data to Company in an electronic format. However, no additional costs will be allowed due to data not being presented in electronic format.

3.4 Records

The County reserve the right, at the County's expense, to audit Company's books and records at any time for the purpose of verifying amounts billed by Company and compliance with insurance and other requirements set forth in the Agreement.

In connection with the foregoing, Company will maintain complete and accurate books and records, which shall be made available to the County, upon request, for the purpose of auditing this account. Company agrees that all such records and instruments will be made available to the County throughout the entire term of the Agreement and for at least one year after the end of the term. If Company utilizes a computerized accounting

system, the County will be allowed to download information from the system for the purpose of verifying costs pertaining to this project.

3.5 Prompt Payment

The Company must pay its subcontractor(s) who have submitted verified invoices for work already performed within ten calendar days of being paid by the County. Any exception to this prompt payment provision shall only be for good cause with prior written consent of the County. Failure of Company to pay its sub-contractor(s) accordingly will be a material breach of this Agreement.

ARTICLE 4
REPORTS

A. Monthly Progress Reports

Company shall deliver to the County monthly progress reports containing sufficient detail as to Company's activities, that includes at a minimum, the following: methods, means, and personnel utilized; schedule adherence; and general progress. Such reports will be in a form and contain such additional information as mutually agreed by the parties.

B. Interim Draft Report

Company, upon completion of Tasks 1-9, as detailed in Exhibit "A", shall provide each the County a first interim draft report.

C. Final Reports

Company shall objectively analyze the evidence collected and report its findings in sufficient detail and supporting documentation. The findings shall be presented first in a final draft report to the County for review as to clarity, level of detail, and general compliance with the requirements of the Agreement. Within 30 days of receipt of the County's comments on the final draft report, the comments shall be incorporated into a final report for the County and prepared for publication, distribution and presentation in a manner required by each the County. The final reports shall be written in clear and concise language using consistent terms; easy to understand; organized in a logical manner; fully illustrated with relevant examples; and consistent with widely accepted methodology. The final reports and all data and records developed for this project shall be available in an electronic format and in a form that can be used by the County to evaluate and improve current programs; to promote equal opportunity in the County's contracts; to serve as a reference document in the creation of directives, standards and practices; and to facilitate future Study updates.

D. Documents

Upon completion of this project, Company shall retain all notes, work papers, records and documentation for a period of five years following the termination date of the Agreement.

ARTICLE 5
OWNERSHIP OF
DOCUMENTS

All work product developed under this Agreement is the property of the County, regardless of the final disposition of the Study. Upon termination of this Agreement Company will store but

make available upon request to the County, or the County's authorized representative, all

materials related to this project belonging to and paid for by the County. Company may not use any materials or work products developed under this Agreement for any other purpose without the express written permission of the County.

By this Agreement, Company specifically waives and/or releases to the County any cognizable property right of the Company to copyright, license, patent, or otherwise use information, data, findings, recommendations, and proposals, by whatever name described, secured, developed, written, or produced by the Company in furtherance of this Agreement. During the performance of this Agreement, the Company shall be responsible for any loss or damage to materials provided to it by the County, while they are in the possession of the Company, and any loss or damage thereto shall be restored at the Company's expense

This Article shall survive termination of this Agreement.

ARTICLE 6 QUALITY ASSURANCE

Company shall be solely responsible for the quality of all work performed by Company or its subcontractors under this Agreement. All services furnished by Company or its subcontractors shall be performed in accordance with best management practices and professional judgment, in a timely manner, and shall be fit and suitable for the purposes intended by the County. Company's services and deliverables shall conform with all applicable federal and State laws, regulations and ordinances.

In no event shall the Company's performance be evaluated on the basis of whether it finds statistical evidence of discrimination.

ARTICLE 7 DEFAULT AND TERMINATION RIGHTS

7.1 Events of Default

Company shall deem to be in default upon the occurrence of any of the following:

- A. The failure or omission by Company to carry out duties under this Agreement or

the material breach of any terms, conditions and covenants required herein.

B. The conduct of any business or performance of any acts at the County not authorized in this Agreement.

C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.

D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, (not including a merger or sale of assets).

E. The insolvency of Company; or if Company shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

F. If any representation or warranty, expressed or implied, contained in this Agreement, and, if applicable, the Bid response, shall prove at any time to be incorrect or misleading in any material respect, either on the date made, or on the date when reaffirmed.

G. If the services hereunder are not performed in good faith and in accordance with the provisions of this Agreement.

7.2 The County's Remedies

In the event of any of the foregoing events of a material default as enumerated in Section 7.1, the County, may terminate Company's rights under Agreement by 10 days notice and then only in the event said default is not corrected in 14 days. The exercise of this remedy does not preclude the exercise of any other remedies provided by law.

7.3 The County may terminate this Agreement at any time upon thirty (30) days written notice to the Company, in the event that the County should abandon.

terminate, or suspend the Company's work, the Company shall be entitled to payment for services provided in compliance with this Agreement prior to the effective date of said suspension, termination or abandonment.

7.4 Upon termination of this Agreement for default, the County may elect to pay the Contractor for services provided up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7.5 Performance of this Agreement in County Fiscal Year 2006 is subject to appropriations for Fiscal Year 2006.

ARTICLE 8 INDEMNIFICATION

Company agrees to protect, defend, reimburse, indemnify and hold the County, its agents, employees, and officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law except to the extent caused by the County's negligence) by reason of any claim for infringement of any patent, copyright, trademark, trade secret or other intellectual property rights, any damage to property or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental authority, arising out of or incident to or in connection with Company's performance under this Agreement, Company's acts or omissions hereunder or the performance, non-performance or purported performance of Agreement or any breach of the terms of this Agreement. The County reserves the right to participate in the defense of any such action. No settlement or compromise of any such action shall be binding upon the County unless approved by the Champaign County State's Attorney's Office. Company recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by the County in support of this indemnification in accordance with laws of the State of Illinois. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements as attached hereto shall not relieve Company of its liability or

obligation to indemnify the County as set forth in this Article.

To the fullest extent permitted by law, the Company shall hold harmless, defend, and indemnify the County, its County Board, its State's Attorney, and their respective officers, employees and agents (collectively 'Indemnitees') from and against any and all claims, losses, damages, liabilities or expenses of any type or nature to any person, firm, or corporation, including reasonable attorney fees, incurred in the defense thereof, arising out of or in connection with the Company, its subcontractors, agents or employees' performance of its/their obligations under this Agreement except those proximately caused by the sole negligence or willful misconduct of the County.

This Article shall survive the termination of this Agreement.

ARTICLE 9 INSURANCE

9.1 Insurance Terms and Conditions

Company shall maintain the following limits and coverages uninterrupted or amended throughout the life of this Agreement. In the event Company becomes in default of the following requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability shall provide that the County is additional insured.

9.2 Required Coverage's - Minimum Limits

a. Commercial General Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement shall be the amounts specified herein. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of the County premises by, or on behalf of, Company in connection with this Agreement. If applicable, the amounts specified as Agreement specific shall be an initial layer of coverage which shall be applicable only to claims arising out of, or in connection with, the work performed or the use or occupancy of County premises in connection with this Agreement and shall not be reduced or diminished in any manner by claims resulting from other than the work performed or the use or occupancy of the County premises in connection with this Agreement.

The amounts specified as total limits shall be the total minimum limits required, including the initial layer, if any, required to be Agreement specific.

	<u>Agreement Specific</u>
General Aggregate	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>

b. Workers Compensation and Employer's Liability Insurance shall be maintained in force by Company during the term of this Agreement for all employees engaged in the operations under this Agreement. The limits of coverage (inclusive of any amount provided by an umbrella or excess policy) shall not be less than: \$100,000 Limit

Each Accident; \$500,000 Limit Disease Aggregate; \$100,000 Limit Disease Each Employee

c. Business Automobile Liability Insurance shall be maintained by Company during the term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, or hired vehicles. The limits of coverage shall not be less than:

Bodily & Personal Injury	<u>\$1,000,000</u> Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

d. Professional Liability

Such insurance shall cover the Company for those sources of liability arising out of the rendering of or failure to render professional services in the performance under this Agreement. The insurance shall include coverage for liability contractually assumed by the Company in this Agreement.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement shall be:

Each Claim	<u>\$1,000,000</u>
Annual Aggregate	<u>\$1,000,000</u>

ARTICLE 10
INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, or clause of this Agreement shall not have the effect of invalidating any other part or portion thereof, and the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that if any of the provisions of Articles 5, 6, 7, 8, 9, 10, 13, 16, 17, 18, or 25 are deemed invalid by a court of competent jurisdiction, the County may, at its sole discretion, terminate the unexecuted portion of this Agreement immediately, without precluding the exercise by either party of any other remedies provided by law as to services previously rendered.

ARTICLE 11
COUNTY'S NON-DISCRIMINATION/AFFIRMATIVE ACTION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 28 C.F.R. Part 42, as amended from time to time, to the extent applicable to Company, to ensure, *inter alia*, that no person shall on the grounds of race, creed, color, national origin, or gender be excluded from participating in any activities covered by such regulations. Company, if required by such regulations, will provide assurances to the County that Company will undertake an affirmative action program and will require the same of its sub-organizations. In addition, Company assures that no person shall be excluded from participating in any activities covered by such regulation on the basis of sexual orientation.

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Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, creed, color, gender, sexual orientation, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County facilities and (2) that in the furnishing of services herein, no person on the grounds of race, creed, color, gender, sexual orientation, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

ARTICLE 12

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 13
ASSIGNMENT

Company shall not assign this Agreement.

ARTICLE 14

APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any action brought pursuant to this Agreement shall be in Champaign County, Illinois.

ARTICLE 15
NOTICES AND COMMUNICATIONS

All notices or communications whether to the County or to Company pursuant hereto shall be deemed validity given, served, or delivered, upon receipt by the party by hand delivery, or upon receipt by certified or registered mail, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO COUNTY:

(MAIL DELIVERY)

PATRICIA AVERY, CHAIR

CHAMPAIGN COUNTY BOARD

1776 E. WASHINGTON STREET

URBANA .IL 61802

To COMPANY:

MASON TILLMAN ASSOCIATES, LTD.

1999 HARRISON STREET,

SUITE 600 OAKLAND, CA. 94612

OR TO SUCH OTHER ADDRESS AS EITHER PARTY MAY DESIGNATE IN WRITING BY NOTICE TO THE OTHER PARTY DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE.

IF THE NOTICE IS SENT THROUGH A MAIL SYSTEM, A VERIFIABLE TRACKING DOCUMENTATION SUCH AS A CERTIFIED RETURN RECEIPT OR OVERNIGHT MAIL TRACKING RECEIPT IS ENCOURAGED.

ARTICLE 16

RELATIONSHIP OF THE PARTIES

Company is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and the County shall in no way be responsible therefore.

ARTICLE 17

COMPLIANCE WITH RULES AND REGULATIONS

Company, its officers, employees, agents, subcontractors, or those under its control, shall at all times comply with applicable federal, State, and local laws and regulations, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by the County consistent with the terms hereof.

ARTICLE 18

CORPORATE TENANCY-

If Company is a corporation, the undersigned officer of Company hereby warrants and certifies to the County that Company is a corporation in good standing, is authorized to do business in the State of Illinois, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

Deleted: California

ARTICLE 19
TIME IS OF THE
ESSENCE

Time is of the essence of this Agreement.

ARTICLE 20
COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

ARTICLE 21
MISCELLANEOUS

Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include both genders.

ARTICLE 22
WAIVER

No waiver of the terms of this Agreement shall be effective unless it is in writing and signed by a duly authorized agent of the parties. Waiver of some or all of the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right strictly to enforce the terms of this Agreement on other occasions.

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ARTICLE 23
ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

1. Terms and Conditions as contained in this writing;
2. Exceptions to RFP, as stated in the Company's Response to RFP;
3. RFP: Champaign County Disparity Study Consultant Services;
4. Company's Response RFP: Disparity Study Consultant Services dated October 2004 (other than as stated in paragraph 2, above).

Deleted: Agreement

ARTICLE 24
TAXES

The County shall not be responsible for any taxes that are imposed on the Company. Furthermore, the Company understands that it cannot claim exemption from any taxes by virtue of any exemption that is provided to the County.

ARTICLE 25
CONFIDENTIAL INFORMATION

The Company understands and agrees that data, materials, and information disclosed to the Company may contain confidential and protected data; therefore, the Company promises and assures that data, material, and information gathered, based upon, or disclosed to the Company for the purpose of performing this contract will not be disclosed to others or discussed with other parties without the prior written consent of the County, except as required by law. The Company agrees to immediately notify the County if it is requested or ordered to disclose any information relating to the County known to or discovered by it during the performance of, or in connection with this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this

____ day of _____, 2005,

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CHAMPAIGN COUNTY

(Affix Corporate Seal)

By: _____

Barbara Wysocki, Chairman

Deleted: Patricia Avery

Address: 1776 E. Washington Street
Urbana, IL 61802

ATTEST:

Mark Shelden, County Clerk

Deleted: XXX,

Address: 1776 E. Washington Street
Urbana, IL 61802
Signed, sealed, and delivered in the
presence of:

Print Name

CHAMPAIGN COUNTY
STATE OF ILLINOIS
COUNTY OF CHAMPAIGN

Deleted: 4

The foregoing instrument was acknowledged before me this ____ day of _____, 2005,
by Patricia Avery in the capacity of Chairman of the Board, **CHAMPAIGN COUNTY**, a public
body corporate under the laws of the State of Illinois, on its behalf. She is personally known to
me and he did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

COUNTY OF CHAMPAIGN

(Affix Corporate Seal)

By: _____
Print Name, Title

Address: _____
Urbana, IL

ATTEST:

Mark Sheldon,
County Clerk

Address:

Deleted: XXXX,
Deleted: C

Signed, sealed, and delivered in the presence of:

Witness

Print Name

Witness

Print Name

MASON TILLMAN ASSOCIATES, LTD.

By:.

Title:

Print Name

Print Address

Signed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

MASON TILLMAN ASSOCIATES, LTD.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2005.

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by _____ in the capacity of

_____, a
(Individual's Name)

(Individual's Title) a

(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor /
Other)

on its behalf. _____

(He is / She is) (Personally known to me / not personally known
to me

_____ and has produced the following document of identification)

(Stamp or Seal of Notary)

Signature of Notary

Type or Print Name of Notary

Date of Commission Expiration (if not on stamp or
seal)

Exhibit "A" Scope of Services

The following scope of services generally describes the work to be performed by the Company. The Company shall produce all work product in close coordination and cooperation with the County and with final approval from the County. Meetings will occur as deemed necessary to evaluate the progress of the Study and to discuss unique issues that may arise. If, during the course of the Study, the Company makes personnel changes, the County will have the right of review, acceptance, and/or reject proposed replacements, but such acceptance shall not be unreasonably withheld.

The Study is comprised of specific tasks, listed below, and reporting requirements, as described in Article 4 of the Agreement. The Study shall include evaluating all aspects of the County's federal and non-federal disadvantaged business enterprise programs and the County's minority and woman business enterprise program. All research conducted for the Study should consist of, but not be limited to public hearings, review of the Counties' records, files and data, surveys distributed to vendors and personal interviews with community leaders, vendors or minority contracting program coordinators for fiscal years 2002, 2003, and 2004. The fiscal year for the County is December 1 through November 30. Collection and review of data shall include prime contractors for all three years and subcontractors for two years. The Company should evaluate construction services utilized by the County. Should any review by the County of the methodology used to complete the Study reveal that the methodologies are not consistent with current legal renderings, the Company shall make any necessary modifications and conduct any subsequent work necessary at no additional cost to the County. The methodology employed by the Company shall identify and account for all critical variables identified in the Croson decision and its progeny, so that variation attributable to any such variable shall not be inaccurately ascribed statistically to discrimination. The County's provision of, or failure to provide, review of the Company's methodology shall not alter the Company's status as an independent contractor. Nor shall such review or failure to review the Company's methodology alter or relieve the Company of its obligation to define the methodology in compliance with Article 6 of the Agreement, except to the limited extent the County insists upon a methodology contrary to the Company's recommendations after being apprised by the Company in writing of the risks of such methodology. Identification of specific methodology or standards in this Agreement (including all documents incorporated therein) shall not limit the Company's obligation to use other methodologies or standards, needed to provide a valid disparity study meeting the standards set forth in the Croson decision and its progeny. The Company will perform such other and further tasks necessary to create a comprehensive, legally defensible Study as may be required by current case law.

The time for initiation of services in accordance herewith shall be fixed so as to insure that payment for services shall be made in accordance with the payment schedule in Exhibit B.

Task 1: Prepare Legal Review and Analysis

Objective

To provide a comprehensive legal analysis of the *Croson* decision and its progeny and analyze the current case law, particularly as applied in the 7th Circuit. Said analysis is in support of services to be provided herein, and not for purpose of providing legal services or legal advice to the County.

Methodology

The basis of the analysis is set forth in the Legal Methodology under Chapter 5 of the proposal.

**Task 2: Review Current and Past Policies and Procedures
Regarding Contracting for Construction and Professional and Technical Services**

Objective

To define the County's purchasing and contracting policies, practices, and procedures.

Methodology

The County will provide the ordinances, regulations, and written procedures relating to their procurement and contracting process.

The relevant statutes, ordinances, county policies, and legislative history of county policies and ordinances will be provided upon request. The Company shall review the legislative history and judicial interpretations of local ordinances, state and federal regulations, and orders, as needed, to clarify application of the documents. This information will be used as a framework in defining the contracting thresholds for the utilization and disparity analysis.

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Deleted: Legislative history of local ordinances, state and federal regulations, and orders will be reviewed as needed to clarify the application of the documents.

Task 3: Conduct Analysis of M/W/DBE Programs and Policies

Objective

To assess the effect of the County's M/W/DBE race neutral and race specific programs and policies on its utilization of minority, woman, disadvantaged business enterprises.

Methodology

Mason Tillman will review any policies, procedures, and regulations pertaining to programs which the County may have operated during the study period.

If there were applicable policies, the statistical data will also be reviewed to determine the level of utilization achieved where the requirements were applied in the award of contracts.

Task 4: Conduct Market Area Analysis

Objective

To identify the geographical market area from which the County selects prime contractors.

Methodology

This task will involve an examination of prime contract data by the number of contracts and dollar value of the contracts. Mason Tillman Associates will use a cluster analysis to examine the number of contracts and the dollars awarded by geographic area. This analysis will determine the market area in which the County has awarded its contracts. This analysis will define the geographical market by industry.

Task 5: Conduct Availability Analysis

Objective

To determine the number of M/W/DBE and non-M/W/DBE businesses in the County's market area willing and able to participate in the County's construction contracts. Availability for the County will be specified by ethnicity, gender, M/W/DBE's status and industry, and it will address the issue of capacity in a way that meets the standard set forth in *Croson* and its progeny.

Methodology

- Willing Businesses

Detailed below is a description of the procedure that Mason Tillman will use to produce the availability analysis required for a legally sound disparity study. Not a single Mason Tillman study based on this availability method has been legally challenged. This method adheres to the standard set forth in *Croson* and its progeny.

1. County Records

The County shall to provide records for companies that have indicated an interest in doing business with them. A prime source is utilized firms. These firms have demonstrated both willingness and capacity. In addition, unsuccessful bidders will be considered both willing and able. These companies can be retrieved from bid tabulations which the County shall provide. Other availability sources are vendors lists, plan holders lists and M/W/DBE certified lists. These records should be provided in PC readable form. Willingness and capacity of businesses identified from the data sources other than bidders lists and contract records provided by the County will be assessed through the capacity analysis described below.

2. Assessment of Willingness

Willingness of all businesses identified from non-County sources will have to be determined. Willingness of businesses identified from the data sources other than records provided by the County will be assessed through a survey. Only businesses which affirm a willingness to contract with the County will be included in the availability analysis.

3. Capacity Analysis

A combination of methods will be used to assess capacity. The contract dollar threshold will be established to ensure the contracts analyzed are within the capacity of the available businesses. A distribution of contracts by size and industry will be calculated to determine the average size of a County contract award. Contract size is a determinant of the capacity a willing business should have to be competitive. The contract awards will be analyzed by industry, ethnicity and gender to assess whether there are any statistically significant differences between the gender and ethnic groups within each contract size range and industry. The certification procedures used by the County will be reviewed to determine if they provide an adequate measure of capacity.

Deleted: meet the standard found to be
Deleted: in *Contractors Association of Eastern Pennsylvania v. City of Philadelphia*, 91 F.3d 586 (3d Cir. 1996)

Task 6: Conduct Utilization Analysis

Objective

To measure the number of contracts and dollars awarded to M/W/DBE firms by ethnicity, gender, and industry.

Methodology

a. Prime Contract Records - Active Analysis Data Source

Construction contracts for three fiscal years will be analyzed. The award amounts, as well as the change orders received by minority, women and Caucasian male prime contractors, are critical data necessary to compile a comprehensive database of the County's spending, and the County shall provide the same. This data should be provided in electronic format. Where available, both payment and award data will be analyzed. Mason Tillman's cost proposal presumes that the prime utilization payment records will be available on computer readable disks downloaded to Excel, Access, or ASCII files from a mainframe or databases maintained on personal computers. The cost proposal presumes that the database provided to Mason Tillman will contain the minimum variables needed, as detailed on Table 1.01 below.

Table 1.01 Sample Utilization Database Structure

Column Heading	Description
CONTACT NAME	
VENDOR ID	
CONTRACTOR STATUS	
5-DIGIT NIGP CODE	
WORK, PRODUCT, OR SERVICE	
AWARD DATE	
CONTRACT STATUS	
AWARD AMOUNT	
CONTRACT MODIFICATION DATES	Date of each contract modification (MMDDYY)
CONTRACT MODIFICATION AMOUNTS	Amount of each contract modification
PAYMENT	Total payment made to contractor (may be different from AWARD)
FUNDING	F = Federal S = State L = Local
STREET	Company street address
City	Company City
STATE	Company state (two letter state code) IL = Illinois
ZIP	Company zip code
AREA CODE	Company area code

- Deleted: ETHNICITY/GENDER
- Deleted: Contractor ethnicity and gender using two-digit codes
- Deleted: M/W/DBE
- Deleted: Certification status at time of award
- Deleted: CERTIFICATION
- Deleted: C = Certified
- Deleted: N = Not certified

TELEPHONE

Company telephone number (000) 999-9999

FACSIMILE

Company fax number (000) 999-9999

It is anticipated that Mason Tillman may not receive complete information on the contractors' ethnicity and gender. Mason Tillman will therefore be required to use certification lists, organizations' directories, staff interviews, and business surveys to reconstruct the data.

The contract records will be analyzed in a relational database. The database is designed to allow for the various queries necessary to address the question of capacity and utilization by ethnicity, gender and industry.

b. Subcontractor Records - Passive Analysis Data Source

To compile an accurate picture of subcontracting, it will be necessary to capture total payments to minority, women, and Caucasian male subcontractors. Subcontracting records, as a rule, must be reconstructed. Mason Tillman Associates will conduct the research necessary to reconstruct the subcontractor records. However, it is expected that subcontractor awards and possibly payments will be provided to Mason Tillman from the records of the construction contract managers, resident engineers, and inspectors. The County shall secure such data in accordance with the terms hereof. Since the subcontractor information must be primarily reconstructed, the proposal is to limit the analysis to two fiscal years. Mason Tillman shall analyze subcontracts awarded between fiscal years 2002 and 2004.

Numerous sources may be used to compile a comprehensive record of M/W/DBE and non-M/W/DBE subcontracts. The County reports of utilized M/W/DBE subcontractors is one source for minority and woman owned subcontractors. Certified payroll records are another source for AAV/ABE and non-M/W/DBE subcontractors used on prevailing wage construction contracts. Proposals are another source for identifying AAV/ABE and non-M/W/DBE subcontractors listed on professional service contracts. Invoices and project files are additional sources for subcontractor data. In addition to these documents, another source is the records of prime contractors. This information is retrieved through a prime contractor survey of expenditures with their subcontractors.

A survey of all prime contractors awarded a contract during the study period will be conducted to request the names of their minority, woman owned and Caucasian male subcontractors. The award and payments for each subcontract will be requested through the survey.

Subcontractors identified using the survey and other sources will be surveyed to verify their use on the specific contract. The amount of their award and payment on each contract will be verified through the survey.

The subcontractor records will be maintained in an electronic file and analyzed using the database designed to allow for the various queries necessary to address the question of

ethnicity, gender, M/W/DBE status, and industry. The relational database will be the same as the one used for the prime contract records.

Task 7: Analysis of Collected Data for Statistically Significant Disparity

Objective

To determine if a statistically significant disparity exists at the 95 percent confidence level in contracts awarded to M/W/DBEs. Such a disparity would be the basis for an inference of discrimination, given the *Croson* standard.

Methodology

The disparity ratio is the percentage of M/W/DBEs and non-M/W/DBEs utilized, divided by the percentage availability of those businesses in each of the industry categories, contract size ranges, and ethnic and gender groups. Under a fair and equitable system of awarding contracts, the proportion of contract dollars awarded to M/W/DBEs would be equal to the proportion of available (ready, willing, and able) M/W/DBEs in the relevant market area for the given industry category and contract size range. If these proportions are not equal, or if a disparity exists between these proportions, a statistical test can determine the probability that the disparity is due to chance. If there is a very low probability that the disparity is due to chance,¹ the Supreme Court states that an inference of discrimination can be made.

In analyzing the data of actual contract dollars received by a given ethnic/gender group and the expected contract dollars that a given ethnic/gender group should receive, any difference between the actual and expected dollars can be interpreted as due either to chance or to discriminatory treatment through preferential practices in the contract award process.

a. Criteria to be Used to Determine Statistical Significance

There are two critical constraints in performing statistical tests for significance. First, the size of the population affects the reliability of the results. In other words, a relatively small population, whether in terms of the total number of contracts or the total number of available businesses, decreases the reliability of the statistical results. Therefore, when the population is too small, no meaningful conclusions can be drawn from the results. One or a few large contracts can also affect the reliability of a calculation of disparity using the standard parametric calculation.

Second, although an inference of discrimination cannot be made if statistical significance is not obtained from the test, the existence of discrimination cannot be ruled out. The results of the statistical disparity analysis are necessarily influenced by the size of the population in each contracting and ethnicity/gender category. Given these limitations, the anecdotal data has an especially important role in explaining the conditions of discrimination that might exist in the market area, although the

¹ When conducting statistical tests, a confidence level must be established as a gauge for determining whether an observed occurrence is not due to chance. It is important to note that a 100% confidence level or a level of absolute certainty can never be obtained in statistics. A 95% confidence level is considered by the Courts to be an acceptable level in determining whether an inference of discrimination can be made. Thus, the data analyzed here was done within the 95% confidence level.

anecdotal evidence should not be used in lieu of statistics to determine whether a disparity exists.

b. Standard of Review

Where a disparity is found in any of the County's contract awards by industry and gender, or ethnicity, an inference of discrimination can be made based on the *Croson* standard. The *Croson* standard will be the controlling factor in determining if a statistically significant disparity exists at the 95 percent confidence level in contracts awarded to M/W/DBEs that may lead to an inference of discrimination.

Task 8: Participate in Public Hearing to Collect and Analyze Anecdotal Information

Objective

To inform business owners about the disparity study objectives and to collect and analyze anecdotal information.

Methodology

Mason Tillman will assist the County in its public hearing. A presentation of the study method will be made. Also, a fact sheet will be drafted focusing on inviting businesses to the hearing.

Task 9: Review Efficacy of Race and Gender Neutral Remedies and Make Recommendations

Objective

To assess the effectiveness of race and gender neutral remedies in maximizing the utilization of M/W/DBEs and to recommend best management practices that might enhance the County's race and gender-neutral remedies.

Methodology

The County will provide Mason Tillman with the race and gender neutral remedies it has employed. Mason Tillman will draw upon its repertoire of Best Management Practices from other jurisdictions and corporations to recommend effective and innovative race neutral remedies.

Task 10: Prepare Draft and Final Report

Objective

To submit one draft report and one final report to the County for comment and review. All chapters except the recommendations will have been submitted prior to the release of the draft report. The chapters will be submitted for review and comment at specific intervals and in accordance with the schedule set forth in the work plan. The work plan will stipulate the delivery schedule for each chapter. The chapters will be submitted as the tasks are completed. Therefore, the County will have an opportunity to review and provide comments to all chapters except the recommendations prior to receiving the draft final report. The draft final report will be the compilation of the chapters submitted throughout the term of the study.

In addition, the final report shall identify variables that may change, requiring updates to the Study, and a timeline for future follow-up studies. This shall, in no way, constitute a commitment on behalf of either the County or the Company to perform or pay for such updates.

Task 11: Presentations

Objective

To present study results to the County.

Methodology

Mason Tillman's Project Manager and key staff will be available to make presentations to key staff of the County. The presentation could address the study methods and results.

Task 12: Litigation

Objective

To testify and otherwise assist the County, as requested, in any litigation that may occur as a result of programs adopted based on the study, to the extent such programs are consistent with the recommendations made hereunder.

Methodology

Designated project staff will be available to provide advice and testimony in the event that any aspect of the Study and Final Report is challenged. Edward Norton, LL.B., Eleanor Mason Ramsey, Ph.D., and Tatiana loudovina, M.A. have provided expert service to local governments whose studies performed by our firm's competitors have been challenged. Mason Tillman will be available to provide these services on a time and materials basis at a rate not to exceed the provided cost proposal.

Exhibit B

PAYMENT SCHEDULE

Scope of Services Task	Task	Deliverable	Completion Period	Payment
L	Prepare Legal Analysis	•Legal Chapter	^{1st} Quarter	\$1,391
2	Review Purchasing Policies, Practices, and Procedures	•Policies and Procedures Review	1st Quarter	\$2,375
3	Conduct Analysis of M/W/DBE Program and Policies	•M/W/DBE Program and Policy Review	^{1st} Quarter	\$2,178
4	Determine Geographical Market Area	•Market Area Chapter	1* Quarter	\$2,028
5	Determine Available Businesses	• Availability Tables •Availability Chapter	^{2nd} Quarter ^{2nd} Quarter	\$8,315 \$4,482
6	Conduct Utilization Analysis	•Prime Contractor Utilization Chapter •Subcontractor Utilization Chapter	^{2nd} Quarter ^{2nd} Quarter	\$8,090 \$4,357
7	Disparity Analysis	•Prime Contractor Disparity Chapter • Subcontractor Disparity Chapter	^{3rd} Quarter ^{3rd} Quarter	\$3,248 \$1,749

75

Scope of Services Task	Task	Deliverable	Completion Period	Payment
8	Public hearing	•Participate in County Public Hearing	2 nd Quarter	\$2,294
9	Review Efficacy of Race/Gender Neutral remedies	•Recommendations Chapter	3 rd Quarter	\$2,729
10	Final Reports	•Draft Final Report •Final Report and Present Study Findings to County Staff	3 rd Quarter 3 rd Quarter	\$4,395 \$2,365

Quarterly Budget Summary

1st Quarter	\$ 7,972
2nd Quarter	\$27,538
3 rd Quarter	<u>\$14,486</u>
TOTAL	\$49,996

1. ^{1st} Quarter payments shall be due during the period of May 1, 2005 – July 31, 2005.
^{2nd} Quarter payments shall be due during the period of August 1, 2005 – November 30, 2005.
^{3rd} Quarter payments shall be due during the period of December 1, 2005 - February 28, 2006.

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Deleted: February 28
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Deleted: March 1
Deleted: May 31



**BERNS, CLANCY
AND ASSOCIATES**
PROFESSIONAL CORPORATION
ENGINEERS • SURVEYORS • PLANNERS

THOMAS B. BERNES
EDWARD L. CLANCY
CHRISTOPHER BILLING

DONALD WAUTHIER

BRIAN CHAILLE
DENNIS CUMMINS
JENNIFER SELBY
HEATHER SULLIVAN
RICHARD SUNDEN

MICHAEL BERNES
OF COUNSEL

STATEMENT #1

November 10, 2004

Mr. Don Flessner
Urbana Township
2312 Perkins Road
Urbana, IL 61801

Professional Services required to December 6, 2003 with regard to **Supplemental Engineering Services for the Scottswood Subdivisions Drainage Improvements Project, Urbana Township, Champaign County, Illinois.**

The supplemental services outlined herein are not included in our original contract with Urbana Township dated June 10, 2003 for subject project. These supplemental services have been necessitated by changes in the scope of the project not anticipated in the original contract. These supplemental services are as set forth in our Agreement for Supplemental Engineering Services dated October 28, 2004.

Services Include:

- Correspondence and communications with Urbana Township; Champaign County Regional Planning Commission; Urbana Park District; Champaign County Administration; St. Joseph Drainage District No. 3; City of Urbana; Urbana School District #116; Project Team for Champaign County East Campus Master Plan; Champaign County Nursing Home Project Civil Engineer; and other local government officials.
- Preparation for and attendance at additional Project Coordination Meetings
- Submittal of additional Schematic Design Plans, Exhibits, and other project background data to local state and government officials
- Preparation for and attendance at project meeting with local agency Staff and DCEO representatives
- Review of Champaign County Nursing Home Plans related to stormwater drainage

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- Design of "temporary" or "duplicative" Phase 1 project improvements
- Preparation and submittal of Meeting Agendas; Meeting Minutes; and Exhibits for distribution at the above referenced meetings
- Review of draft Intergovernmental Agreement between Urbana Township and St. Joseph Drainage District No. 3
- Preparation for and attendance at meetings with Urbana Park District Staff on August 25 and September 22, 2003
- Preparation and submission of Project Executive Summary document for Department of Commerce and Economic Opportunity grant application
- Initial analysis of Urbana Park District's concept for the Weaver Park Site Development and potential impacts to the Scottswood Subdivisions Drainage Improvement Project
- Initial review of Champaign County Nursing Home Plans related to stormwater drainage
- Supervision and review of all services performed by a Professional Engineer / Surveyor / Principal of the Firm
- Other incidental services.



Urbana Township
 Scottswood Drainage Improvements - Supplemental Services
 Statement #1
 November 10, 2004
 Page 3 of 3

Professional Grade 7	29.00 hours @	\$110	\$ 3,190.00
Professional Grade 5	29.50 hours @	74	2,183.00
Professional Grade 2	67.00 hours @	50	3,350.00
Technician Grade 4	21.75 hours @	52	1,131.00
Technician Grade 2	37.75 hours @	40	1,510.00
Technician Grade 1	11.00 hours @	30	<u>330.00</u>
			\$11,694.00

Miscellaneous expenses and materials
 expended during the course of the work:

Plan sheet copies	274.40	
Exhibit materials	428.75	
Photocopies	120.20	
Postage	68.14	
Miscellaneous	17.20	<u>908.69</u>

TOTAL AMOUNT DUE THIS STATEMENT **\$12,602.69**

Respectfully submitted,
BERNS, CLANCY AND ASSOCIATES, P.C.

Thomas Berns

Thomas B. Berns, P.E., L.S., President





BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

THOMAS B. BERNS
EDWARD L. CLANCY
CHRISTOPHER BILLING

DONALD WAUTHIER

BRIAN CHAILLE
DENNIS CUMMINS
JENNIFER SELBY
HEATHER SULLIVAN
RICHARD SUNDEN

MICHAEL BERNS
OF COUNSEL

STATEMENT #2

November 11, 2004

Mr. Don Flessner
Urbana Township
2312 Perkins Road
Urbana, IL 61801

Professional Services required from December 6, 2003 to November 6, 2004 with regard to **Supplemental Engineering Services for the Scottwood Subdivisions Drainage Improvements Project, Urbana Township, Champaign County, Illinois.**

The supplemental services outlined herein are not included in our original contract with Urbana Township dated June 10, 2003 for subject project. These supplemental services have been necessitated by changes in the scope of the project not anticipated in the original contract. These supplemental services are as set forth in our Agreement for Supplemental Engineering Services dated October 28, 2004.

Services Include:

- Correspondence and communications with Urbana Township; Champaign County Regional Planning Commission; Urbana Park District; Champaign County Administration; St. Joseph Drainage District No. 3; City of Urbana; Urbana School District #116; Project Team for Champaign County East Campus Master Plan; Champaign County Nursing Home Project Civil Engineer; Urbana Park District Consultants; and other local government officials.
- Preparation for and attendance at three (3) Project Coordination Meetings
- Submittal of additional Schematic Design Plans, Topographic Maps, and other project background data to Weaver Park Consultants
- Two (2) Design Coordination Meetings with Urbana Park District Staff and their Consultants
- Partial design of Phase 2 storm sewer improvements
- Partial design of Phase 2 stormwater detention basin improvements

o:\bca\bill\4972-50 #2B

~~X~~ 405 EAST MAIN STREET • POST OFFICE BOX 755 • URBANA, IL 61803-0755 • 217/384-1144 • FAX 217/384-3355

129 WEST NORTH STREET • 204 THURNTON BLDG • URBANA, IL 61801

- Partial preparation of additional Easement Plats
- Partial preparation of technical specifications for Phase 2 construction project
- Coordination meeting with City Staff with regard to Sunny Estates storm sewer improvement
- Partial preparation of general specifications and contract documents for Phase 2 construction project
- Survey work to obtain topographic information along storm sewer route
- Supervision and review of all services performed by a Professional Engineer / Surveyor / Principal of the Firm
- Other incidental services.

Professional Grade 7	9.00 hours @	\$110	\$ 990.00
Professional Grade 5	82.00 hours @	74	6,068.00
Professional Grade 4	6.50 hours @	59	383.50
Professional Grade 1	62.50 hours @	40	2,500.00
Technician Grade 4	5.50 hours @	52	286.00
Technician Grade 2	45.00 hours @	40	<u>1,800.00</u>
			\$12,027.50

Miscellaneous expenses and materials
expended during the course of the work:

Plan sheet copies	21.20		
Exhibit materials	97.50		
Photocopies	144.80		
Miscellaneous	43.62		<u>307.12</u>

TOTAL AMOUNT DUE THIS STATEMENT **\$12,334.62**



SUMMARY OF STATEMENTS

	<u>Statement</u>	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
#1	November 10, 2004	\$11,694.00	\$ 908.69	\$12,602.69
#2	November 11, 2004	<u>12,027.50</u>	<u>307.12</u>	<u>12,334.62</u>
	TOTAL	\$23,721.50	\$1,215.81	\$24,937.31
	Payment received, thank you			<u>0.00</u>
	BALANCE NOW DUE			\$24,937.31

Respectfully submitted,
BERNS, CLANCY AND ASSOCIATES, P.C.



Thomas B. Berns, P.E., L.S., President





BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

THOMAS B. BERNs
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CHRISTOPHER BILLING

DONALD WAUTHIER

BRIAN CHAILLE
DENNIS CUMMINS
JENNIFER SELBY
HEATHER SULLIVAN
RICHARD SUNDEN

MICHAEL BERNs
OF COUNSEL

STATEMENT #3

December 28, 2004

Mr. Don Flessner
Urbana Township
2312 Perkins Road
Urbana, IL 61801

Professional Services required from November 6, 2004 to December 18, 2004 with regard to **Supplemental Engineering Services for the Scottswood Subdivisions Drainage Improvements Project, Urbana Township, Champaign County, Illinois.**

The supplemental services outlined herein are not included in our original contract with Urbana Township dated June 10, 2003 for subject project. These supplemental services have been necessitated by changes in the scope of the project not anticipated in the original contract. These supplemental services are as set forth in our Agreement for Supplemental Engineering Services dated October 28, 2004.

Services Include:

- Correspondence and communications with Urbana Township; Champaign County Regional Planning Commission; Urbana Park District; Champaign County Administration; St. Joseph Drainage District No. 3; City of Urbana; Urbana School District #116; Project Team for Champaign County East Campus Master Plan; Champaign County Nursing Home Project Civil Engineer; Urbana Park District Consultants; and other local government officials.
- Preparation for and attendance at two (2) Project Coordination Meetings
- Submittal of additional Schematic Design Plans, Topographic Maps, and other project background data to Weaver Park Consultants
- One (1) Design Coordination Meeting with Urbana Park District Staff and their Consultants
- Partial design of Phase 2 storm sewer improvements
- Partial design of Phase 2 stormwater detention basin improvements

o:\bca\bill\4972-50 #3B

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28 WEST NORTH STREET • 201 THURNTON PLACE • URBANA, IL 61801

- Redesign of Phase 1 Outlet Storm Sewer to coordinate with Weaver Park Concept Plan
- Partial preparation of additional Easement Plats
- Partial preparation of technical specifications for Phase 2 construction project
- Partial preparation of general specifications and contract documents for Phase 2 construction project
- Survey work to obtain topographic information along storm sewer route
- Supervision and review of all services performed by a Professional Engineer / Surveyor / Principal of the Firm
- Other incidental services.

Professional Grade 7	4.00 hours @	\$110	\$ 440.00
Professional Grade 5	22.25 hours @	74	1,646.50
Professional Grade 4	1.50 hours @	59	88.50
Professional Grade 2	15.00 hours @	50	750.00
Technician Grade 4	1.00 hours @	52	52.00
Technician Grade 3	41.00 hours @	46	1,886.00
Technician Grade 2	2.50 hours @	40	<u>100.00</u>
			\$4,963.00

Miscellaneous expenses and materials
expended during the course of the work:

Computer-aided drafting	215.00	
Color plot paper	15.00	
Photocopies	11.60	
Plan sheet copies	74.80	
Miscellaneous	33.12	<u>349.52</u>

TOTAL AMOUNT DUE THIS STATEMENT **\$5,312.52**



SUMMARY OF STATEMENTS

	<u>Statement</u>	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
#1	November 10, 2004	\$11,694.00	\$ 908.69	\$12,602.69
#2	November 11, 2004	12,027.50	307.12	12,334.62
#3	December 28, 2004	<u>4,963.00</u>	<u>349.52</u>	<u>5,312.52</u>
	TOTAL	\$28,684.50	\$1,565.33	\$30,249.83
	Payment received, thank you			<u>0.00</u>
	BALANCE NOW DUE			\$30,249.83

Respectfully submitted,
BERNS, CLANCY AND ASSOCIATES, P.C.


Thomas B. Berns, P.E., L.S., President



POLICY, PERSONNEL & APPOINTMENTS COMMITTEE

Summary of Action taken at 4/6/05

<u>ITEM</u>	<u>ACTION TAKEN</u>
II. <u>Approval of Agenda/Addendum</u>	Approved
III. <u>Approval of Minutes</u> March 9, 2005	Approved
IV. <u>Public Participation</u>	None
V. <u>Monthly Reports</u>	
A. County Clerk Fees Report	Motion approved to receive and place on file.
B. MTD Monthly Minutes	Motion approved to receive and place on file.
VI. <u>County Board</u>	
A. Appointments / Re-Appointments	
1. Locust Grove Cemetery – term ending 6-30-2006	<i>*RECOMMEND TO THE COUNTY BOARD approval of the appointment of Robert Grove to the Locust Grove Cemetery term ending 6-30-2006.</i>
2. Pesotum Drainage District - term ending 8-31-2006	<i>*RECOMMEND TO THE COUNTY BOARD approval of the appointment of Douglas Reinhart to the Pesotum Drainage District term ending 8-31-2006.</i>
3. Pesotum Drainage District - term ending 8-31-2008	<i>*RECOMMEND TO THE COUNTY BOARD approval of Chris Hausman to the Pesotum Drainage District term ending 8-31-2008.</i>
4. Willow Branch Consolidated D.D. term ending 8-31-2006 (to replace deceased Ruth Satterfield)	<i>*RECOMMEND TO THE COUNTY BOARD approval of Charles Steffey to the Willow Branch Consolidated D. D. term ending 8-31-2006.</i>
5. Martin Luther King Subcommittee (5 th year)	<i>*RECOMMEND TO THE COUNTY BOARD approval of Patricia Avery, Janet Anderson, Deb Feinen, Lloyd Carter to the Martin Luther King Subcommittee.</i>
6. Liquor Advisory – term ending 5-31-2006 (non – license holder)	<i>*RECOMMEND TO THE COUNTY BOARD approval of Jennette During to the Liquor Advisory Commission for term ending 5-31-2006.</i>
7. Fire Protection Districts – term ending ending 4-30-2008	<i>*RECOMMEND TO THE COUNTY BOARD approval of Linda Kates to the Eastern Prairie FPD, Dorothea Hunt to the Edge Scott FPD, James Hixson to the Ivesdale FPD, James Kirk to the Ludlow FPD, James Vickers to the Ogden/Royal FPD, Raymond Hettinger to the Pesotum FPD, William Eckerty to the Sadorus FPD, Michael Kelly Sangamon Valley FPD, Forrest Chism to the St. Joseph / Stanton FPD, William Kurth to the Thomasboro FPD and AnnJack Haluzak to the Tolono FPD term ending 4-30-2008.</i>

- | | |
|---|---|
| 7A. Correction to Pesotum FPD term from 4-30-2005 to 4-30-2006 | <i>*RECOMMEND TO THE COUNTY BOARD approval of correction of James Henry's term to the Pesotum FPD term from 4-30-2005 to 4-30-2006.</i> |
| 8. Resignation from Champaign County Board of Health | <i>*RECOMMEND TO THE COUNTY BOARD acceptance of resignations of Karen Bojda and Michele Spading from the Champaign County Board of Health.</i> |
| VII. <u>Administrator's Report</u> | |
| A. Vacant Position Listings | For information only |
| VIII. <u>Chair's Report</u> | |
| A. Blue Ribbon Environmental Panel Results | Discussion (No action) |
| B. Urbana Enterprise Zone Ten Year Extension | <i>*RECOMMEND TO THE COUNTY BOARD approval of Urbana Enterprise Zone Ten Year Extension.</i> |
| IX. <u>Finance inter-committee request</u> | |
| A Request Approval of re-evaluation of Treasurer's Office Senior Secretary to Senior Administrative Secretary in Salary Grade Range F | <i>*RECOMMEND TO THE COUNTY BOARD approval of re-evaluation of Treasurer's Office Senior Secretary to Senior Administrative Secretary in Salary Grade Range F.</i> |
| X. <u>Legislative Report</u> | |
| A. Communication Regarding HB-1073 | Discussion (No action) |
| XI <u>Other Business</u> | |
| Discussion (No action) | |
| XII. <u>Determination of Item for County Board Consent Agenda</u> | |
| Items VIA 1-8 and IXA will be on County Board Consent Agenda. | |
| XIII. Adjournment | |
| Approved | |

****Denotes County Board Consent Agenda Item***

****Denotes County Board Action Required***

**PROCLAMATION
DESIGNATING THE WEEK OF MAY 9th AS
NATIONAL POLICE WEEK**

Whereas, the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

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

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

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

Now, therefore the County Board of Champaign County calls upon all citizens of Champaign County and upon all patriotic, civic and educational organizations to observe the week of May 9th through May 15th, 2005, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

The County Board of Champaign County further calls upon all citizens of Champaign County to observe the 13th day of May, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Presented, Adopted, Approved and Recorded this ____ day of April, 2005, A.D.

Barbara Wysocki
Chair, Champaign County Board

ATTEST: _____
Mark Shelden, County Clerk and
Ex-Officio Clerk of the Champaign
County Board

Finance Committee
Summary of Action Taken at 4/7/05 Meeting

<u>ITEM</u>	<u>ACTION TAKEN</u>
1. <u>Call to Order</u>	Meeting called to order at 7:03 p.m.
2. <u>Approval of Agenda/Addendum</u>	Approved.
3. <u>Approval of Minutes</u>	Regular Session minutes of February 23, 2005 and March 10, 2005 approved as presented.
4. <u>Public Participation</u>	Curt Hochbein, legislative aid in Representative Naomi Jakobsson's office, introduced himself.
5. <u>Budget Amendments/Transfers</u>	*RECOMMEND TO THE COUNTY BOARD APPROVAL of Budget Amendments #05-00039, #05-00041, #05-00043, #05-00044, #05-00045, #05-00046, #05-00047, #05-00048, #05-00049, #05-00050, #05-00051, #05-00052, and #05-00053.
6. <u>County Administrator</u>	
a. General Corporate Fund FY2005 Revenue/Expenditure Projection Report	No action taken.
b. General Corporate Fund Budget Change Report	No action taken.
c. Report on Tort Immunity and Self-funded Insurance Funds	No action taken.
d. Resolution Establishing the Budget Process and Policies for Fiscal Year 2006	*RECOMMEND TO THE COUNTY BOARD APPROVAL of Resolution Establishing the Budget Process and Policies for Fiscal Year 2006 as it appears in the Finance agenda packet.
7. <u>Treasurer</u>	
a. Monthly Report	Received and placed on file.
8. <u>Auditor</u>	
a. Purchases Not Following Purchasing Policy	Provided for information only.
b. Monthly Report	Received and placed on file.
9. <u>County Board</u>	
a. Recommendation for County's contribution to the Visioning Project in the amount of \$30,000 to be appropriated from the Solid Waste Fund	*RECOMMEND TO THE COUNTY BOARD APPROVAL for County's contribution to the Visioning Project in the amount of \$30,000 to be appropriated from the Solid Waste Fund.
10. <u>Chair's Report</u>	No action taken.

**Denotes Consent Agenda Item.*

11. **Other Business** No action taken.
12. **Designation of Items to be Placed on County Board Consent Agenda** All budget amendments will be placed on the County Board Consent Agenda.
13. **Adjournment** Meeting was adjourned at 8:16 p.m.

**Denotes Consent Agenda Item.*

HIGHWAY & TRANSPORTATION COMMITTEE
Summary of Action Taken at the April 8, 2005 Meeting

<u>Agenda Item</u>	<u>Action Taken</u>
3. <u>Approval of Minutes</u>	Minutes of March 11, 2005 approved as presented.
4. <u>Public Participation</u>	There was no public participation.
5. <u>Monthly Reports</u>	
A. County & Township Motor Fuel Tax Claims - March 2005	Received and placed on file.
6. <u>County Engineer</u>	
A. Urban/Fringe Road Funding Cap	<p>MOTION carried to have Champaign County petition our Legislature to add our name to the piece of legislation regarding County gas tax. (forward to full County Board in May, 2005)</p> <p>MOTION carried to direct our Engineer to draft a Resolution stating the policy of the County board will be to not enter into any future intergovernmental agreements unless they are on a County Highway.</p>
B. Highway Maintenance/Fleet Maintenance Facility	No Action Taken
C. Ordinance for the establishment of an altered Speed zone located on TR 2500N from 430E To 500E in Newcomb Road District	<i>RECOMMEND COUNTY BOARD APPROVAL of the Ordinance for the establishment of an altered speed zone located on TR 2500N from 430E to 500E in Newcomb Road District.</i>
D. Bridge Petition - Sadorus Road District	<i>RECOMMEND COUNTY BOARD APPROVAL of the Petition requesting and the Resolution approving appropriation of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501 for Sadorus Road District.</i>

- | | | |
|----|--|---|
| E. | Resolution awarding of contract for the Purchase of a dump truck cab and chasis | <i>RECOMMEND COUNTY BOARD APPROVAL of the Resolution awarding of contract for the purchase of a dump truck cab and chasis to Peterbilt Central Illinois.</i> |
| F. | Resolution awarding of contract for the Purchase of a dump body, hoist package And snow removal equipment | <i>RECOMMEND COUNTY BOARD APPROVAL of the Resolution awarding of Contract for the purchase of a dump Body, Hoist package and snow removal equipment to Rahn Equipment Company</i> |
| G. | Resolution appropriating County Motor Tax Funds for County Roads Maintenance for the period from January 1, 2005 thru December 31, 2005; Section #05-00000-00-GM | <i>RECOMMEND COUNTY BOARD APPROVAL of the Resolution appropriating County Motor Fuel Tax Funds for County Roads Maintenance for the period From January 1, 2005 thru December 31, 2005: Section #05-00000-00-GM</i> |
| 7. | Other Business | No Action Taken |
| 8. | Determination of Consent Agenda Items | Committee consensus to include Items 6 C, E, F, & G on the April 21, 2005 County Board Agenda |

Summary of Committee Action

Champaign County Environment & Land Use Committee

Members Present:

*Jan Anderson, Patricia Busboom, Chris Doenitz,
Tony Fabri, Nancy Greenwalt (VC), Ralph
Langenheim (C), Brendan McGinty, Steve Moser, Jon
Schroeder*

Members Absent: None

Date: *April 11, 2005*
Time: *7:00 P.M.*
Place: *Meeting Room 1
Brookens Administrative Center
1776 E. Washington St.
Urbana, Illinois*

Phone: *(217) 384-3708*

AGENDA

● County Board Action Required *Old Business shown in Italics*

- | | | |
|----|---|---|
| 1. | Call to Order | 7:06 p.m. |
| 2. | Approval of Agenda | Approved |
| 3. | Approval of Minutes (February 14, 2005 and March 14, 2005) | Approved |
| 4. | Public Participation | Mr. Ronald Minch addressed
Item #8 |
| 5. | Correspondence
A. Urbana and Champaign Sanitary District - Fee Increase | Placed on file |
| 6. | County Board Chair's Report | Information Only |
| 7. | Recreation and Entertainment License: Eastern Illinois
A.B.A.T.E., Inc., for live music, motorcycle show and
motorcycle rodeo at the Rolling Hills Campground, 3151-A
County Road 2800E, Penfield, IL. June 3rd and 4th, 2005 | Approved |
| 8. | Case 181-05: Bateman Subdivision. Combined Area General
Plan and Final Plat approval for a two-lot minor subdivision
of an existing residential lot located in the CR Zoning District
in Section 18 of East Bend Township. | Deferred to May 09, 2005,
meeting |
| 9. | Case 182-05: Greenwood Lake 5th Subdivision. Preliminary
Plat, Engineering Drawing and Final Plat Subdivision
Approval for a six lot subdivision of an existing 10.5 acre tract
in the AG-1 District and RRO District located in Section 21 of
East Bend Township, pursuant to Case 468-AM-04 | Deferred to May 09, 2005,
meeting |

10. ● **Case 475-AT-04: Zoning Administrator**
Request: Amend Sections 9.1.5 through 9.1.10 and Section 9.3
A. *Adjust parameters of minor and major variance classifications*
B. *Clarify the presiding authority for each variance classification*
C. *Restrict hearing officer duties*
D. *Remove option of appealing a hearing officer decision to the ZBA*
E. *Broaden requirements regarding maintenance of minutes and public records to include hearing officer*
F. *Make editorial changes to improve clarity*
Recommended Approval by roll call vote.
11. **Comprehensive Zoning Review**
A. Status of CZR Phase One
B. ELUC Motion to Withdraw CZR Phase One Cases 415-AT-03 and 428-AM-04
**Information Only
Approved Motion D: Take no action at this time.**
12. **Planning and Zoning Report**
A. Barking Dog Enforcement
B. Champaign County Soil and Water Conservation District - Salt Fork Watershed Plan Technical Advisory Committee
C. Monthly Report
D. Enforcement List
**Information Only
Information Only
Information Only
Information Only**
13. **Other Business**
A1. **Request of Bruce Carothers to waive or reduce the Zoning Use Permit fee to the 2001 rate for a detached garage which was constructed in May, 2000 without obtaining a permit. The garage is located at 3558 N CR 1700E, Ludlow, IL.**
Approved to reduce the Zoning Use Permit fee to the 2001 rate.
A2. ● **Support of HB-0025: Eliminating a Loophole from the State Statute 55 ILCS 5/12002 Inoperable Motor Vehicles. (Originally presented and recommended for approval by ELUC at the February 14, 2005 meeting as HB-4910.**
Recommended Approval
14. **Determination of Items to be placed on the County Board Consent Agenda**
Item #A2
15. **Adjournment**
8:30 p.m.

ORDINANCE NO. _____
ORDINANCE AMENDING ZONING ORDINANCE

475-AT-04

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation, and forwarded to this Board Case Number 475-AT-04;

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

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

1. Change existing Sections 9.1.5 through 9.1.10 to read as follows:

9.1.5 Hearing Officer

A. Appointment

1. The GOVERNING BODY shall provide for the appointment of three Hearing Officers. The Hearing Officers shall alternately preside over public hearings authorized in Section 9.1.5(B), and may substitute for one another in the event of a conflict of interest or scheduling. The terms of the three Hearing Officers shall be for three years, however no reappointment shall be made which will permit a Hearing Officer to serve more than 10 consecutive years.
2. All appointments of Hearing Officers shall be made by the Chairperson of the GOVERNING BODY with the advice and consent of the GOVERNING BODY.
3. All Hearing Officers shall be residents of separate townships and shall reside in areas affected by the terms of these regulations at the time of their appointments, and shall not be members of the GOVERNING BODY.
4. No person shall be appointed to the position of Hearing Officer unless the GOVERNING BODY determines that they possess the training and experience to conduct administrative proceedings of a quasi-judicial nature and a practical knowledge of land use regulation, land development and natural resource conservation.
5. The GOVERNING BODY shall have the power to remove any Hearing Officer for cause, after public hearing, held after at least 10 days notice to the Hearing Officer concerned, of the charges against him. Vacancies shall be filled by the GOVERNING BODY for the unexpired term of any Hearing Officer whose place has become vacant.

ORDINANCE NO. _____
ORDINANCE AMENDING ZONING ORDINANCE

475-AT-04

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation, and forwarded to this Board Case Number 475-AT-04;

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

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

1. Change existing Sections 9.1.5 through 9.1.10 to read as follows:

9.1.5 Hearing Officer

A. Appointment

1. The GOVERNING BODY shall provide for the appointment of three Hearing Officers. The Hearing Officers shall alternately preside over public hearings authorized in Section 9.1.5(B), and may substitute for one another in the event of a conflict of interest or scheduling. The terms of the three Hearing Officers shall be for three years, however no reappointment shall be made which will permit a Hearing Officer to serve more than 10 consecutive years.
2. All appointments of Hearing Officers shall be made by the Chairperson of the GOVERNING BODY with the advice and consent of the GOVERNING BODY.
3. All Hearing Officers shall be residents of separate townships and shall reside in areas affected by the terms of these regulations at the time of their appointments, and shall not be members of the GOVERNING BODY.
4. No person shall be appointed to the position of Hearing Officer unless the GOVERNING BODY determines that they possess the training and experience to conduct administrative proceedings of a quasi-judicial nature and a practical knowledge of land use regulation, land development and natural resource conservation.
5. The GOVERNING BODY shall have the power to remove any Hearing Officer for cause, after public hearing, held after at least 10 days notice to the Hearing Officer concerned, of the charges against him. Vacancies shall be filled by the GOVERNING BODY for the unexpired term of any Hearing Officer whose place has become vacant.

B. Powers and Duties

1. VARIANCES

The Hearing Officer shall have the power and duty to rule upon all Minor VARIANCES, as provided in Section 9.1.9 only:

- i. during that time as authorized by a Resolution passed by the County Board; and
- ii. provided that no ADMINISTRATIVE VARIANCE, Major VARIANCE, SPECIAL USE, or rezoning is concurrently requested on the same site.

- 2. In the performance of duties, the Hearing Officer may incur such expenditures as are authorized by the GOVERNING BODY.

9.1.6 Zoning BOARD of Appeals

A. Appointment

- 1. The GOVERNING BODY shall provide for the appointment of the BOARD. The BOARD shall consist of seven members who shall each serve a term of five years. Members may be reappointed by the GOVERNING BODY provided however, that no reappointment shall be made which will permit the appointee to serve more than 10 consecutive years on the BOARD. All vacancies on the BOARD shall be filled by appointment within 90 days.
- 2. All appointments to the BOARD shall be made by the Chairperson of the GOVERNING BODY with the advice and consent of the GOVERNING BODY.
- 3. One of the members of the BOARD shall be named by the GOVERNING BODY as Chairperson of the BOARD and in case of a vacancy, a new Chairperson shall be designated in like manner.
- 4. The GOVERNING BODY shall have the power to remove any member of the BOARD for cause, after public hearing, held after at least 10 days notice to the member concerned, of the charges against him. Vacancies shall be filled by the GOVERNING BODY for the unexpired term of any member whose place has become vacant.
- 5. All of the members of the BOARD shall be residents of separate townships and shall reside in areas affected by the terms of these regulations at the time of their appointments, and shall not be members of the GOVERNING BODY.

B. Powers and Duties

1. The BOARD shall hear and decide all matters referred to it or upon which it is required to pass under this ordinance.
2. The BOARD shall hear and decide appeals where it is alleged there is an error in any order, requirements, decision, or determination made by the Zoning Administrator in the administration and enforcement of this ordinance as provided in Section 9.1.8.
3. The BOARD may authorize upon application, VARIANCES in specific cases as provided in Section 9.1.9.
4. The BOARD may authorize upon application in specific cases such SPECIAL USES as are specifically authorized as provided in Section 9.1.11.
5. The BOARD may authorize upon application in specific cases, a change of NONCONFORMING USE as a major VARIANCE as provided in Section 8.4.3.
6. The BOARD may render interpretations regarding the meaning, intent, and application of any provision of this ordinance or to ascertain zoning district boundaries as provided in Section 4.1.6(G).
7. The BOARD may adopt rules necessary to the conduct of all administrative proceedings in keeping with the provisions of this ordinance.
8. The BOARD may exercise any powers expressly granted to it elsewhere in this ordinance.
9. In the performance of duties, the BOARD may incur such expenditures as are authorized by the GOVERNING BODY.

9.1.7 Administrative Proceedings

A. Proceedings Governed

The following administrative proceedings shall be conducted only in conformance with the requirements of Section 9 and the Bylaws or other rules of procedure adopted by the BOARD.

1. Appeals
2. Interpretations of ordinance provisions
3. Changes of NONCONFORMING USES

4. Contested ADMINISTRATIVE VARIANCES
5. VARIANCES
6. SPECIAL USE permits

B. Application and Notice

1. Each application for administrative relief shall be accompanied by a fee paid by the applicant as provided in Section 9.3.
2. At least 15 days but not more than 30 days notice of the time and place of any statutorily required hearing shall be published in an official paper or a paper of general circulation in the COUNTY. The notice of such hearing shall contain the address, description of the PROPERTY, and a brief description of the administrative relief sought. The cost of such publication shall be taken from the fee. In the instance that republication of the public hearing is necessary due to action of the applicant, a fee for republication shall be paid by the applicant as provided in Section 9.3.3(A)(4).

C. Meetings and Quorums

1. All administrative proceedings shall be held at the call of the Chairperson of the BOARD or the Hearing Officer and at such times and places within the COUNTY as they may determine. In no case shall a period of one month elapse between BOARD meetings.
2. All administrative proceedings shall be open to the public, and public notice given in accordance with the provisions of the *Illinois Open Meetings Act*, (5 ILCS 120/1.01 *et seq.*).
3. The presence of a majority of members of the BOARD at a meeting of the BOARD shall constitute a quorum. The BOARD shall take no action unless a quorum of four members is present.

D. Public Hearings

1. Any person may appear at a public hearing in person, or by agent or by attorney, and may give testimony orally, in writing, or by other means.
2. The Chairperson, or in the absence thereof, the Acting Chairperson, and the Hearing Officer may administer oaths and compel the attendance of witnesses. All testimony by any witness shall be given under oath.

3. The Staff of the Department of Planning and Zoning shall serve as consultant to the BOARD and Hearing Officer and may give testimony, question witnesses, and make oral or written recommendations as necessary concerning zoning matters.
4. The BOARD or the Hearing Officer may postpone or adjourn from time to time any public hearing. In the event of such postponement or adjournment, further publication of a hearing need not be made.

E. Decisions

1. The concurring vote of five members of the BOARD shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance or to effect any VARIANCE in the application of this ordinance or to effect any SPECIAL USE.
2. Any decision or determination made by the BOARD or by the Hearing Officer shall be final subject to administrative review as provided in *Article III Administrative Review, Illinois Code of Civil Procedure (735 ILCS 5/3-101 et seq., 1996)*.

F. Records

1. The Zoning Administrator shall keep minutes of the proceedings of the BOARD and the Hearing Officer, showing the vote upon every question, or if absent or failing to vote, indicating such fact, and shall keep records of examinations and other official actions. Minutes of public hearings held by the BOARD and by the Hearing Officer shall be public records.
2. Every rule, regulation, every amendment or repeal thereof; every order, requirement, decision or determination of the BOARD and the Hearing Officer shall be filed in the office of the Zoning Administrator and shall be a public record. Decisions or determinations of the BOARD, at the request of the applicant, shall be decided within two regular meetings of the BOARD, after the BOARD has received all information it has requested.
3. The Zoning Administrator, or his representative, shall serve as secretary to the BOARD and the Hearing Officer.
3. All public records of the BOARD and of the Hearing Officer shall be made available for inspection or copying in accordance with the *Illinois Freedom of Information Act, (5 ILCS 140/1 et seq.)*.

9.1.8 Appeals

- A. All questions of interpretation and enforcement shall be first presented to the Zoning Administrator. Such questions shall be presented to the BOARD only on appeal from the decision of the Zoning Administrator.
- B. The BOARD may, upon application and after providing notice to the affected parties and conducting a public hearing and so long as such action is in conformity with the terms of this ordinance, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination as ought to be made, and to that end shall have the powers of the Zoning Administrator from whom the appeal was taken.
- C. Appeals may be taken to the BOARD after filing such appeal with the Zoning Administrator by any person affected by any order, requirement, interpretation, decision, or determination made by the Zoning Administrator.
- D. The Zoning Administrator shall transmit to the BOARD all the papers constituting the record upon which the action, appealed from, was taken.
- E. An appeal stays all proceedings in furtherance of the action appealed from, unless the Zoning Administrator from whom the appeal is taken certifies to the BOARD after the notice of the appeal has been filed with him that by reasons of facts stated in the certificate a stay could, in his opinion, cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise, than by a restraining order which may be granted by the BOARD or by court of record on application, on notice to the Zoning Administrator from whom the appeal is taken, and on due cause shown.
- F. The Chairperson of the BOARD shall fix a reasonable time for the hearing of the appeal. At least 15 days but no more than 30 days notice of the time and place of such hearing shall be provided to the appellant, applicant or petitioner and any other parties to the decision appealed from. Upon the hearing, any party may appear in person or by agent or by attorney.
- G. The BOARD shall not hear appeals filed with the Zoning Administrator more than 30 days from the date of the action or receipt of the decision of the Zoning Administrator, except that the BOARD shall hear appeals of the issuance of a Zoning Use Permit when the appeal is filed with the Zoning Administrator within 210 days of the date of issuance of the permit but not more than 30 days from the date of initiation of the USE, work, or activity for which a Zoning Use Permit is required under Section 9.1.2 including the following.
 - 1. the placement of survey stakes or markers;
 - 2. filling, excavating, clearing or grading;

3. demolition of all or any part of an existing building or structure;
4. relocation of all or any part of an existing building or structure;
5. construction of any part of a building or structure or site improvements made in preparation for construction of a building or structure.
6. issuance of a Certificate of Compliance pursuant to Section 9.1.3 where no CONSTRUCTION, alteration, enlargement, or relocation is to be performed.

9.1.9 VARIANCES

A. Table of VARIANCE Classifications and Presiding Authority

VARIANCE Classification	Presiding Authority
<p>ADMINISTRATIVE VARIANCE:</p> <p>Deviation of 10 percent or less from regulation or standard of this ordinance related to the location of STRUCTURES or to bulk requirements</p>	<p>May be authorized by the Zoning Administrator in accordance with Section 9.1.10.</p>
<p>Minor VARIANCE:</p> <p>Contested ADMINISTRATIVE VARIANCE</p> <p>Deviation of 10 percent or less from numerical regulation or standard of this ordinance not related to the location of STRUCTURES or to bulk requirements</p> <p>Deviation of more than 10 percent but not exceeding 25 percent from numerical regulation or standard of this ordinance</p>	<p>May be granted by the Hearing Officer or by the BOARD in accordance with Paragraph 9.1.5(B) and the requirements of this Section.</p>
<p>Major VARIANCE:</p> <p>Deviation exceeding 25 percent from numerical regulation or standard of this ordinance.</p> <p>Waiver from nonnumeric regulation or standard of this ordinance.</p> <p>Deviation from numerical regulation or standard of the <i>Champaign County Storm water Management Policy</i> or <i>Champaign County Special Flood Hazard Areas Ordinance</i>.</p> <p>Waiver from nonnumeric regulation or standard of the <i>Champaign County Stormwater Management Policy</i> or <i>Champaign County Special Flood Hazard Ordinance</i>.</p>	<p>May be granted by the BOARD in accordance with the requirements of this Section.</p>

B. Prohibited VARIANCES

At no time shall the BOARD or the Hearing Officer grant a VARIANCE in the following instances:

1. To grant a VARIANCE to allow a USE not permissible under the terms of this ordinance in the DISTRICT involved, or any USE expressly or by implication prohibited by the terms of this ordinance in said DISTRICT.
2. To waive compliance with any municipal, state, or federal regulation incorporated into this ordinance.
3. To waive compliance with any procedural requirement contained in this ordinance.
4. To waive compliance with regulations pertaining to NONCONFORMING LOTS, STRUCTURES, or USES, except as specifically authorized in Section 8.
5. To authorize any USE or CONSTRUCTION prohibited by Section 14.2.1.

C. VARIANCE Criteria

1. A VARIANCE from the terms of this ordinance shall not be granted by the BOARD or the Hearing Officer unless a written application for a VARIANCE is submitted demonstrating all of the following.
 - a. that special conditions and circumstances exist which are peculiar to the land or STRUCTURE involved which are not applicable to other similarly situated land or STRUCTURES elsewhere in the same zoning DISTRICT;
 - b. that practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied prevent reasonable and otherwise permitted USE of the land or STRUCTURES or CONSTRUCTION on the LOT;
 - c. that the special conditions, circumstances, hardships, or practical difficulties do not result from actions of the applicant;
 - d. that the granting of the VARIANCE is in harmony with the general purpose and intent of this ordinance;
 - e. that the granting of the VARIANCE will not be injurious to the neighborhood, or otherwise detrimental to the public health safety or welfare.
2. No NONCONFORMING USE of the neighboring lands or STRUCTURES in the same DISTRICT, and no permitted USE of lands or

STRUCTURES in other DISTRICTS shall be considered grounds for the issuance of a VARIANCE.

D. Findings

1. The BOARD or the Hearing Officer shall make findings that the requirements of Section 9.1.9C have been met by the applicant for a VARIANCE, and justify the granting of the VARIANCE.
2. The BOARD or the Hearing Officer shall further make a finding that the VARIANCE is the minimum variation that will make possible the reasonable use of the land or STRUCTURE.

E. Conditions

1. In granting any VARIANCE, the BOARD or the Hearing Officer may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of conditions under which the VARIANCE is granted shall be deemed a violation of this ordinance and punishable as provided in Section 11.2.3 of this ordinance.

9.1.10 ADMINISTRATIVE VARIANCES

A. The Zoning Administrator, or on appeal, the BOARD may grant upon written application variations from the regulations and standards of this ordinance except where prohibited by Section 14.2.1, in specific cases; when the variation totals 10 percent or less of the regulations or standards related to the location of STRUCTURES or to the bulk requirements of this ordinance, in accordance with the following:

1. Each application for an ADMINISTRATIVE VARIANCE shall be accompanied by a fee paid by the applicant as provided in Section 9.3.
2. Before such variation may be granted, the Zoning Administrator shall send a notice of intent to grant such variation by certified mail to all adjoining landowners. The notice of intent shall be sent within 10 days of the decision to grant such variation.
3. If any adjoining land owner files a written objection with the Zoning Administrator within 15 days of receipt of such notice, the variation shall be considered by the Hearing Officer or BOARD in accordance with Paragraph 9.1.5(B) and as provided in Section 9.1.9, and the applicant shall pay a fee in the amount of the difference between the fee for a VARIANCE and the fee for an ADMINISTRATIVE VARIANCE as provided in Section 9.3.

B. Findings

1. In granting an ADMINISTRATIVE VARIANCE, the Zoning Administrator shall make findings that:

- a. the granting of the variation is in harmony with the general purpose and intent of this ordinance;
- b. a practical difficulty exists because of the nature of the land or STRUCTURE involved;
- c. the variation will be in harmony with surrounding development; and,
- d. the variation will not significantly impair the public health, safety, comfort, convenience, or general welfare.

2. Change existing Paragraph 9.3.3(B) to read as follows:

B. Fees

1. Variances

- a. Administrative Variances \$100.00
- b. Minor or Major Variances \$200.00
- ⋮
- ⋮

3. Incorporate the amendments into the text of the Champaign County Zoning Ordinance.

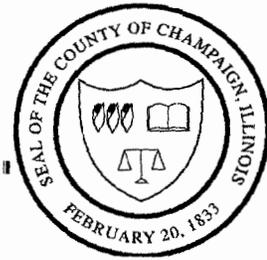
PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of April, 2005.

SIGNED:

Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST:

Mark Shelden,
County Clerk &
Ex Officio Clerk of the County Board



COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois

Thursday, April 21, 2005 - 7:00 p.m.

*Meeting Room 1, Brookens Administrative Center
1776 East Washington Street, Urbana*

A. <u>JUSTICE & SOCIAL SERVICES</u>	<u>Page Number</u>
1. Approval of the Intergovernmental Agreement between the City of Champaign, City of Urbana, and Champaign County for the JAG Program.	P8-10
2. Approval of the application for and, if awarded Acceptance of Illinois Criminal Justice Information Authority Grant to upgrade the Master Control/Security System at the Juvenile Detention Center and to provide specialized training in the amount of \$30,327.	Addendum I 1-3
3. Approval of the Illinois Emergency Management Mutual Aid System Agreement.	P12-23
4. Approval of the Resolution authorizing participation as a member in the Illinois Emergency Management Mutual Aid System Response.	P24-25
5. Approval of the recommendation to appoint Nancy Richardson, Assistant Administrator, to serve as Interim Nursing Home Administrator from May 6, 2005 until a new Nursing Home Administrator is appointed and employed.	P47
6. Approval of the recommendation for compensation to Interim Nursing Home Administrator.	*1
7. Approval of the recommendation to retain Jeremy Maupin to act as PRN Nursing Home Administrator.	
8. Approval of the Application for and, if awarded, acceptance of Renewal of Violent Crime Victims Assistance Grant in the amount of \$26,473.	P48-77
9. Approval of the application for and, if awarded, acceptance of Renewal of Domestic Violence Grant 673-041 in the amount of \$397,773.	P78-124
10. Approval of the Resolution for Authorization for the Champaign County Public Health Department to participate in an Intergovernmental Mutual Aid Agreement to establish and operate the Illinois Public Health Mutual Aid System (IPHMAS.)	*2-3
11. Approval of Intergovernmental Mutual Aid Agreement for the establishment of the Illinois Public Health Mutual Aid System (IPHMAS.)	*4-13

B. COUNTY FACILITIES

1. Approval of Pay Request #26 from PKD, Inc. in the amount of \$54,193 for Professional Services provided through March 20, 2005 per Agreement dated February 2003. \$13,499 – Staff; \$6,751 – Construction Fee; \$661 – Reimbursables; \$33,282 – General Conditions. L12-19
2. Approval of the Advanced Roofing Request for Reduction in Retainage. L20
3. Approval of Invoice #0048699 from Simpson, Gumpertz & Heger, Inc. in the Amount of \$12,542.78 for Professional Services provided through January 28, 2005 Per Agreement dated March 2003, pay request is for Design Development Services. L28-34

C. POLICY, PERSONNEL, & APPOINTMENTS

1. **Appointments/Reappointments**
 - A. Locust Grove Cemetery – term ending 6-30-2006 B2
*Robert Grove
 - B. Pesotum Drainage District – term ending 8-31-2006 B3
*Douglas Reinhart
 - C. Pesotum Drainage District – term ending 8-31-2008 B4-5
*Chris Hausman
 - D. Willow Branch Consolidated D.D. – term ending 8-31-2006 B6-8
(To replace deceased Ruth Satterfield)
*Charles Steffey
 - E. Martin Luther King Subcommittee
*Patricia Avery
*Janet Anderson
*Deb Feinen
*Lloyd Carter
 - F. Liquor Advisory – term ending 5-31-2006 B9-10
*Jennette During

Policy Cont.

G. Fire Protection Districts – term ending 4-30-2008

B11-22

- *Eastern Prairie FPD – Linda Kates
- *Edge Scott FPD – Dorothea Hunt
- *Ivesdale FPD – James Hixson
- *Ludlow FPD – James Kirk
- *Ogden/Royal FPD – James Vickers
- *Pesotum FPD – Raymond Hettinger
- *Sadorus – William Eckerty
- *Sangamon Valley FPD – Michael Kelly
- *St. Joseph/Stanton FPD – Forrest Chism
- *Thomasboro FPD – William Kurth
- *Tolono FPD – Ann Jack Haluzak

H. Pesotum FPD – Correction of James Henry’s term from 4-30-2005 to 4-30-2006.

I. Champaign County Board of Health – Acceptance of resignations of Karen Bojda and Michele Spading.

B22-26

2. Approval of the re-evaluation of Treasurer’s Office Senior Secretary to Senior Administrative Secretary in Salary Grade Range F.

B46-49

D. FINANCE

1. **Resolution – Budget Amendments/Transfers**

A. **Budget Amendment #05-00039**

G11-12

Fund/Dept: 075-658 Regional Planning Commission – Senior/Disabled Transportation Project

Increased Appropriations: \$19,935

Increased Revenue: \$11,775

To accommodate increased revenue and professional services appropriations for consultant contract to conduct the Senior/Disabled Transportation Project.

B. **Budget Amendment #05-00041**

G13-15

Fund/Dept: 080-031 General Corporate – Circuit Court

Increased Appropriations: \$24,000

Increased Revenue: \$0

Increased compensation to Champaign County CASA, which provides by contract with Champaign County Guardian Ad Litem Services in abuse and neglect cases.

Finance Cont.

- C. **Budget Amendment #05-00043** Addendum I
Fund/Dept: 105-016 Capital Equipment Replacement Fund – G1
Administrative Services
Increased Appropriations: \$25,000
Increased Revenue: \$25,000
Appropriation required for the purchase of the hardware for the Kronos HR Software Project.
- D. **Budget Amendment #05-00044** G2
Fund/Dept: 107-010 Geographic Information System Fund – County Board
Increased Appropriations: \$7,500
Increased Revenue: \$0
To provide for a county contribution in the amount of up to \$7,500 for LIDAR/DTM/COUTOURS to be included in the aerial photography contract with Sanborn for rural areas of the CUUATS Plan Projects.
- E. **Budget Amendment #05-00045** G3
Fund/Dept: 080-075 General Corporate – General County
Increased Appropriations: \$112,952
Increased Revenue: \$37,222
To pay the FY2005 costs associated with the purchase of the Kronos HR Software, including anticipated travel expense and purchase of hardware.
- F. **Budget Amendment #05-00046** G4
Fund/Dept: 080-075 General Corporate – General County
Increased Appropriations: \$241,353
Increased Revenue: \$241,353
To document, for accounting purposes, the purchase and capital lease financing for the Kronos HR Software project.
- G. **Budget Amendment #05-00047** Addendum II
Fund/Dept: 850-672 Geographic Information System Joint Venture – G1-2
Aerial Photography Project
Increased Appropriations: \$101,843
Increased Revenue: \$101,843
To accommodate Digital Aerial Photography Project.
- H. **Budget Amendment #05-00048** G3-4
Fund/Dept: 075-670 Regional Planning Commission – Visioning Project
Increased Appropriations: \$163,550
Increased Revenue: \$180,000
To recognize contractual services for Visioning Project participants.

Finance Cont.

- I. **Budget Amendment #05-00049** G5
Fund/Dept: 075-671 Regional Planning Commission – Credit Union
Administration
Increased Appropriations: \$12,000
Increased Revenue: \$12,000
To recognize the RPC as administrative agent for the Champaign County
Employees Credit Union.

- J. **Budget Amendment #05-00050** G6
Fund/Dept: 075-725 Regional Planning Commission – Transportation
Odd St. Years
Increased Appropriations: \$20,096
Increased Revenue: \$20,096
To accommodate interfund transfer of planning & research funds in support
of this project.

- K. **Budget Amendment #05-00051** G7-8
Fund/Dept: 850-673 Geographic Information System Joint Venture –
Topography Project
Increased Appropriations: \$131,400
Increased Revenue: \$131,400
To accommodate Topography Project for participating members.

- L. **Budget Amendment #05-00052** G9
Fund/Dept: 075-664 Regional Planning Commission – Membership Fees-
Odd Years
Increased Appropriations: \$10,000
Increased Revenue: \$0
To allow Interdepartmental transfer.

- M. **Budget Amendment #05-00053** G10
Fund/Dept: 075-731 Regional Planning Commission – Membership Fees –
Even Years
Increased Appropriations: \$15,000
Increased Revenue: \$0
To allow interdepartmental transfer.

- E. **HIGHWAY & TRANSPORTATION**
 - 1. Approval of the Ordinance for the establishment of an altered speed zone located O8
On TR 2500N from 430E to 500E in Newcomb Road District.

 - 2. Approval of the Petition requesting and the Resolution approving appropriation O9-10
Of funds from the County Bridge Fund pursuant to 605 ILCS 5/5-501 for Sadorus
Road District.

Highway Cont.

3. Approval of the Resolution awarding of contract for the purchase of a dump truck cab and chassis to Peterbilt Central Illinois. *14
4. Approval of the Resolution awarding of contract for the purchase of a dump body, hoist package and snow removal equipment to Rahn Equipment Company. *15
5. Approval of the Resolution appropriating County Motor Fuel Tax Funds For County Roads Maintenance for the period from January 1, 2005 thru December 31, 2005 Section #05-00000-00-GM. O11

F. ENVIRONMENT & LAND USE

1. Approval of HB-0025: Eliminating a Loophole from the State Statute 55 ILCS 5/12002 Inoperable Motor Vehicles. *16-17



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON
URBANA, IL 61802
(217) 384-3776
(217) 384-3765 – PHYSICAL PLANT
(217) 384-3896 – FAX
(217) 384-3864 – TDD
Website: www.co.champaign.il.us

ADMINISTRATIVE SUPPORT
DATA PROCESSING
MICROGRAPHICS
PURCHASING
PHYSICAL PLANT
SALARY ADMINISTRATION

MEMORANDUM

TO: Jan Anderson, Chair and
MEMBERS OF JUSTICE & SOCIAL SERVICES COMMITTEE

FROM: *Deb*
Deb Busey, County Administrator of Finance & HR Management

DATE: April 12, 2005

RE: SALARY RECOMMENDATION FOR INTERIM NURSING HOME
ADMINISTRATOR

It has been the practice of the County Board to determine the salary to be paid to any individual acting as an Interim Department Head on a case by case basis.

Nancy Richardson is currently paid \$31.69/hour, \$65,915.20/year. The mid-point for the Nursing Home Administrator position is \$38.25/hour, \$79,560.00/year. The mid-point is generally considered the full market value for any given position. I recommend Nancy Richardson be compensated at a rate equal to the mid-point for the period of time in which she serves as Interim Nursing Home Administrator. This is a salary increase of 21%, and is consistent with the scope of increases that have been applied in similar situations in Champaign County.

PROPOSED RECOMMENDATION

The Justice & Social Services Committee recommends to the County Board approval of a salary rate of \$38.25/hour for Interim Nursing Home Administrator Nancy Richardson from May 6, 2005 until the first day of employment of the Champaign County Nursing Home Administrator.

I will be present at your meeting, if you have further questions or concerns with regard to this recommendation.

Resolution

RE: Authorization for the Champaign County Public Health Department to Participate in an Intergovernmental Mutual Aid Agreement to Establish and Operate the Illinois Public Health Mutual Aid System (IPHMAS)

WHEREAS, recent events have prompted the desire to strengthen the preparedness of the public health system in the State of Illinois; and,

WHEREAS, the strength of the public health system in the State of Illinois resides primarily in the capacities and responsiveness of the cooperative efforts of the Illinois Department of Public Health and local public health departments established by units of local government and certified by the Illinois Department of Public Health; and,

WHEREAS, local public health departments throughout Illinois receive assistance from the Illinois Department of Public Health but, in an emergency, local public health departments may require the availability of assistance from other local health departments as well; and,

WHEREAS, local public health departments wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health departments or that they request aid and assistance from other local public health departments; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the local public health departments of this state, consistent with the plans and programs of the Illinois Department of Public Health; and,

WHEREAS, on November 30, 2004, the Champaign County Board of Health approved the Champaign County Public Health Department's active participation in the Illinois Public Health Mutual Aid System and recommended that the Champaign County Board also approve the intergovernmental agreement authorizing the Champaign County Public Health Department's participation in the attached IPHMAS mutual aid agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Champaign County, Illinois, that the Champaign County Board is hereby identified as a party to this intergovernmental agreement and the Champaign County Public Health Department is authorized to participate in the IPHMAS mutual aid agreement effective upon the approval of this resolution.

PRESENTED, APPROVED AND RESOLVED, by the County Board of
Champaign County, Illinois, at the April 21, 2005, meeting.

DATED, this 21st day of April, 2005, A.D.

AYE _____ NAY _____ ABSENT _____

Chair, Champaign County Board

ATTEST:

Clerk of the County Board

Approved to form: State's Attorney

Resolution Number _____

INTERGOVERNMENTAL MUTUAL AID AGREEMENT
for the establishment of the
ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM
(IPHMAS)

This Intergovernmental Mutual Aid Agreement ("Agreement" or "Mutual Aid Agreement") is entered into by and between the units of local government having a local health department which is certified by the Illinois Department of Public Health ("parties") set forth on the execution pages hereto, including all counterparts, as of the date this Agreement is executed by an authorized signatory of each such party.

WHEREAS, recent events have prompted the desire to strengthen the preparedness of the public health system in the State of Illinois; and,

WHEREAS, the strength of the public health system in the State of Illinois resides primarily in the capacities and responsiveness of the cooperative efforts of the Illinois Department of Public Health and local public health departments established by units of local government and certified by the Illinois Department of Public Health; and,

WHEREAS, local public health departments throughout Illinois receive assistance from the Illinois Department of Public Health but, in an emergency, local public health departments may require the availability of assistance from other local health departments as well; and,

WHEREAS, local public health departments wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health departments or that they request aid and assistance from other local public health departments; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the local public health departments of this state, consistent with the plans and programs of the Illinois Department of Public Health; and,

WHEREAS, to accomplish this objective, the parties to this Agreement wish to establish an association which shall be referred to as the **ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM (IPHMAS)**, the membership in which shall be achieved by any units of local government having a local health department which is certified by the Illinois Department of Public Health within the State of Illinois which elects to participate as a party to this Mutual Aid Agreement as provided for herein; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Mutual Aid Agreement to promote the availability of benefits of mutual aid and assistance in providing local public health resources to the residents of the State of Illinois, including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and,

6/4/04

1

WHEREAS, the parties hereto have determined that it is in their best interests to form and participate in the IPHMAS and to adopt procedures for communications, exercises, training and other necessary functions consistent with the plans and programs of the Illinois Department of Public Health, in order to further the objective of providing mutual aid and assistance to one another in an emergency;

NOW, THEREFORE, in consideration of the foregoing recitals, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain potential situations, the provision of assistance consisting of personnel, equipment, supplies and/or services by a local public health department outside its territorial limits in order to assist another local public health department is desirable and necessary to preserve and protect the health, safety and welfare of the residents of the State of Illinois. These potential situations include, but are not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population. The promotion and coordination of such assistance through the **IPHMAS** to be established through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

SECTION TWO

Definitions

For the purpose of this Mutual Aid Agreement, the following terms shall be defined as follows:

- A. **“ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM” or “IPHMAS”:**
An association of local health departments certified by the Illinois Department of Public Health whereby aid and assistance is authorized to be provided to a Stricken Member Entity by the Aiding Member Entity(ies) in accordance with the terms of this Agreement.

- B. **“Member Entity”:** A unit of local government, including but not limited to a county, municipality, township, or public health district, having a local public health department which is certified by the Illinois Department of Public Health and, which participates in the **IPHMAS** and has been appropriately authorized by its governing body to enter into this Agreement.

- C. "Stricken Member Entity": A Member Entity which requests aid and assistance pursuant to this Agreement.
- D. "Aiding Member Entity": A Member Entity which furnishes equipment, personnel, supplies and/or services upon the request of a Stricken Member pursuant to this Agreement in the event of an emergency.
- E. "Emergency": An occurrence or condition in a Member Entity's territorial jurisdiction which results or potentially results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Member Entity and such that the Member Entity determines the necessity and advisability of requesting aid and assistance, including but not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents, or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population.
- F. "Executive Board": The governing board of **IPHMAS**, the composition of which is provided in Section Sixteen herein.
- G. "Local Public Health Officer": The Public Health Administrator / Executive Director or designee, who, subject to the authority of the unit of local government or the board of health, shall be in charge of the local public health department operated by a Member Entity.

SECTION THREE

Authority and Action to Effect Aid and Assistance

- A. Authority of Local Public Health Officers. Each party, consisting of the governing body of a Member Entity hereby authorizes and directs the Local Public Health Officer to determine when it is appropriate to render and/or request aid and assistance from the other Member Entities in the event of an Emergency as provided in this Agreement and to take necessary action in furtherance of said determination. The aid and assistance rendered may consist of available personnel, equipment, supplies and/or services, to the extent such aid is not required for adequate protection of the geographic area which is within the jurisdictional boundaries of the Aiding Member Entity. The judgment of the Local Public Health Officer of the Aiding Member Entity shall be final as to the personnel, equipment, supplies and/or services to be provided pursuant to this Agreement.

- B. Requests for Aid and Assistance. Whenever an emergency is or potentially may become of such magnitude and consequence that the Local Public Health Officer of the Stricken Member Entity determines that it is advisable to request aid and assistance pursuant to this Mutual Aid Agreement, he/she shall notify the Aiding Member Entity(ies) of the nature and location of the emergency and the type and amount of personnel, equipment, supplies and/or services requested from the Aiding Member Entity(ies). The Illinois Department of Public Health and the Executive Board of the IPHMAS simultaneously shall be notified of the existence of the emergency and the aid being requested.
- C. The Member Entities hereby authorize and direct their respective Local Public Health Officer to participate in an election to select members of the Executive Board and to participate as an Executive Board member should he/she be selected as provided in Section Sixteen.
- D. The Local Public Health Officer of the Aiding Member Entity(ies) shall take the following action immediately upon being requested for aid and assistance under this Agreement:
1. Determine what personnel, equipment, supplies, and/or services are being requested by the Stricken Member Entity;
 2. Determine if the requested personnel, equipment, supplies, and/or services can be committed by the Aiding Member Entity in response to the request from the Stricken Member Entity;
 3. Dispatch immediately the requested personnel, equipment, supplies, and/or services, to the extent available, to the location of the emergency reported by the Stricken Member Entity in accordance with the procedures of IPHMAS;
 4. Notify the Stricken Member Entity immediately if any or all of the requested personnel, equipment, supplies, and/or services cannot be provided as previously committed.

SECTION FOUR
Personnel and Equipment

Aiding Member Entity Personnel dispatched to aid and assist a Stricken Member Entity pursuant to this Agreement shall remain employees of the Aiding Member Entity. Aiding Member Entity Personnel rendering aid and assistance shall report for direction and assignment at the scene of the emergency to the Local Public Health Officer of the Stricken Member Entity or his/her designee. The Aiding Member Entity rendering aid and assistance shall at all times have the right to withdraw any and all aid and assistance upon the order of its Local Public

Health Officer or his/her designee; provided, however, that the Aiding Member Entity withdrawing such aid and assistance shall immediately notify the Local Public Health Officer of the Stricken Member Entity or his/her designee of the withdrawal of such aid and assistance and the extent of such withdrawal.

Each Member Entity shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this Mutual Aid Agreement including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable.

Each Member Entity shall be responsible for the payment of workers' compensation and occupational disease benefits, if any are owed, to its personnel, in the event of compensable injuries or illnesses arising out of the activities provided for under this Agreement. Irrespective of any assertion that any party is a "borrowing employer" or a "loaning employer," within the meaning of the Illinois Workers' Compensation Act (820 ILCS 305) and the Workers' Occupational Diseases Act (820 ILCS 310), the party which directly employs personnel shall be responsible for payment of any workers' compensation or occupational disease benefits, if any are owed, as a result of illness or injury arising out of and in the course of the activities provided for under this Mutual Aid Agreement.

SECTION FIVE **Compensation for Aid and Assistance**

Any resources, including but not limited to, personnel, equipment, supplies, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Member Entity requesting aid and assistance; however, any expenses recoverable from third parties shall be equitably distributed, as determined by the IPHMAS Executive Board, among the Member Entities supplying the aid and assistance. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute or other compensation mechanism.

SECTION SIX **Insurance**

Each IPHMAS Member Entity shall be responsible for maintaining its own insurance or self insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Mutual Aid Agreement. Each IPHMAS Member Entity shall bear the cost of its own defense. This Mutual Aid Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Member Entity with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

SECTION SEVEN
Waiver of Claims

Each IPHMAS Member Entity agrees and hereby releases and waives all claims against all other Member Entities participating in this Mutual Aid Agreement with respect to any loss, damage, personal injury, or death sustained by that Member Entity, its employees, or third parties as a result of its participation in the activities covered by this Mutual Aid Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by a IPHMAS Member Entity participating in this Mutual Aid Agreement.

SECTION EIGHT
Non-Liability for Failure to Render Aid

The rendering of aid and assistance under the terms of this Mutual Aid Agreement shall be voluntary. While each Aiding Member Entity agrees to use its best efforts to immediately notify the Stricken Member Entity of the Aiding Member Entity's inability to render aid and assistance; no party shall be liable for failure to immediately notify the Stricken Member Entity of such inability to respond.

Notwithstanding any other provision of this agreement, no liability of any kind or nature shall be attributed to or be deemed expressly or implicitly assumed by a Member Entity or its duly authorized agents and personnel, for a decision not to render aid and assistance, nor shall there be any liability of a Member Entity for withdrawal of aid and assistance once provided pursuant to the terms of this Mutual Aid Agreement.

SECTION NINE
Term and Termination

This Mutual Aid Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any Member Entity participating herein may terminate its participation in this Agreement which termination shall constitute termination of the Member Entity's participation in the IPHMAS, at any time, provided that the Member Entity wishing to terminate its participation shall give written notice to the Executive Board specifying the date of termination, such notice to be given at least sixty (60) calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given in the manner provided in SECTION THIRTEEN hereunder. In the event any Member Entity terminates its participation in this Agreement, this Agreement shall remain in full force and effect as between all other Member Entities who are signatories hereto.

SECTION TEN
Effectiveness

This Mutual Aid Agreement shall be in full force and effective to each Member Entity upon execution on behalf of such Member Entity in the manner provided by law.

SECTION ELEVEN
Binding Effect

This Mutual Aid Agreement is not assignable or transferable.

SECTION TWELVE
Validity

The invalidity of any provision of this Mutual Aid Agreement shall not render invalid any other provision. If, for any reason, any provision of this Mutual Aid Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and the remaining provisions of this Mutual Aid Agreement shall survive and shall remain in force and effect.

SECTION THIRTEEN
Notices

All notices hereunder shall be in writing and shall be served personally or by registered mail or certified mail to the parties at their official places of business, with a copy sent to such addresses as may be designated from time to time on the IPHMAS Member Entity Roster.

SECTION FOURTEEN
Governing Law

This Mutual Aid Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN
Execution in Counterparts

This Mutual Aid Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. The Executive Board of IPHMAS shall maintain a complete set of original counterparts with respect to each party to this Agreement.

SECTION SIXTEEN
Executive Board of IPHMAS

An Executive Board is hereby established for the purpose of facilitating requests for assistance, gathering and analyzing data regarding requests for mutual aid, disseminating outcomes information regarding mutual aid requests, and performing all duties set out in this Mutual Aid Agreement. To facilitate the implementation of the IPHMAS, the Executive Board may adopt bylaws, policies and procedures regarding any matters deemed necessary by the Member Entities.

The Executive Board shall be composed of nine (9) representatives from the IPHMAS Member Entities to be elected by a simple majority vote of the Local Public Health Officers representing each participating IPHMAS Member Entity. Of those members initially elected, three (3) shall serve for a term of three (3) years; three (3) shall serve for a term of two (2) years; and three (3) shall serve for a term of one (1) year. Thereafter, each elected member shall hold office for a term of three (3) years.

A President and Vice-President of the Executive Board shall be elected from the representatives of the Member Entities and shall serve without compensation. The President, Vice-President and other officers as are provided for in the bylaws shall coordinate the activities of the IPHMAS.

The Director of the Illinois Department of Public Health (hereinafter "IDPH") may appoint two employees from the Division of Emergency Preparedness and Response within IDPH to serve as liaisons between the IDPH and local public health entities. Such IDPH employees shall not be members of the Executive Board of the IPHMAS but may regularly attend Executive Board meetings and participate as determined by the Executive Board or the Member Entities.

SECTION SEVENTEEN
Duties of the Executive Board

The Executive Board shall perform those duties as stated in this Mutual Aid Agreement, adopt the bylaws, policies and procedures of the IPHMAS, for the purpose of governing the conduct of its own meetings and administrative functions and other relevant matters pertinent to the facilitation and operation of this Mutual Aid Agreement as it deems necessary. The Executive Board's role shall be advisory only and no determination of the Executive Board shall be binding upon any party unless that party has agreed to be bound by such determination in the manner provided by law.

SECTION EIGHTEEN
Amendments

This Mutual Aid Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of the bylaws, policies and procedures of the **IPHMAS** as adopted by the Executive Board.

SECTION NINETEEN
Authorized Signatory

The undersigned, _____ of the party on executing below, affirms that he or she has authority to sign on behalf of the **Member Entity** and that as the governing body of the **Member Entity**, _____, and the **Member Entity**, hereby agrees to be bound by the terms of this Mutual Aid Agreement provided herein.

This Signatory below certifies that this **ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM (IPMHAS)** Mutual Aid Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

MEMBER ENTITY

LOCAL PUBLIC HEALTH
DEPARTMENT

President, Mayor, Chairman or
other Chief Executive Officer
(if applicable)

Local Public Health Officer

Title

Title

Date

Date

ATTEST:

Title

Date

RESOLUTION NO. _____

RESOLUTION AWARDING OF CONTRACT
FOR THE PURCHASE OF A
DUMP TRUCK CAB AND CHASSIS
BY THE CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

WHEREAS, following low bid was received at a Public Letting held on April 5, 2005, in Urbana, Illinois, for a Dump Truck Cab and Chassis:

Peterbilt Central Illinois.....\$72,316.00, and

WHEREAS, the Highway and Transportation Committee recommends to the County Board that the above low bid be awarded, and

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

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Champaign County does hereby award the above listed bid to – Peterbilt Central Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of April A.D., 2005.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Shelden, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. _____

RESOLUTION AWARDING OF CONTRACT
FOR THE PURCHASE OF A
DUMP BODY, HOIST PACKAGE AND SNOW REMOVAL EQUIPMENT
BY THE CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

WHEREAS, following low bid was received at a Public Letting held on April 5, 2005, in Urbana, Illinois, for a Dump Body, Hoist Package and Snow Removal Equipment:

Rahn Equipment Company.....\$57,782.42, and

WHEREAS, the Highway and Transportation Committee recommends to the County Board that the above low bid be awarded, and

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

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Champaign County does hereby award the above listed bid to – Rahn Equipment Company.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of April A.D., 2005.

Barbara Wysocki, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Mark Sheldon, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO. _____

RESOLUTION SUPPORTING HOUSE BILL 0025 THAT WOULD REVISE THE STATE STATUTE PERTAINING OF THE COUNTY CODE ON “INOPERABLE VEHICLES”

WHEREAS, the quality of life of the residents of Champaign County is directly affected by the quality of the environment in which we live; and

WHEREAS, the Champaign County Board regularly makes decisions that impact our environment, ranging from questions of zoning and development to public nuisance and enforcement; and

WHEREAS, the County Board currently receives numerous complaints pertaining to inoperable vehicles throughout the unincorporated areas of the County; and

WHEREAS, such nuisances may reduce property values and contribute to blighted conditions in areas of the County; and

WHEREAS, the County Board intends to ensure good stewardship of our environment while maintaining a viable economic base for the County and to preserve the property values of neighborhoods throughout the County; and

WHEREAS, the State Legislature has wisely given Champaign County the authority, in Section 5-12002 of the Counties Code (55 ILCS 5/5-12002), to declare inoperable vehicles public nuisances;

WHEREAS, the current exclusion of historic vehicles over 25 years of age from the statutory definition of an “inoperable vehicle” in Section 5-12002 of the Counties Code obstructs the effective administration of this statute in the unincorporated areas of Champaign County ; and

WHEREAS, House Bill 0025 would eliminate the exclusion of historic vehicles over 25 years of age” from the definition of “inoperable vehicles” in Section 5-12002 of the Counties Code;

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

1. That it supports of House Bill 0025 and encourages the 94th General Assembly of Illinois to pass the same, or another Bill that is in substance the same.
2. That the Zoning Administrator is directed to convey a certified copy of this Resolution to Chapin Rose and Naomi Jakobsson, State

Representatives for Champaign County; and Richard Winkel Jr., State Senator representing Champaign County.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 21st day of April A.D. 2005.

SIGNED: _____
Barbara Wysocki, Chair
Champaign County Board
Champaign County, Illinois

ATTEST: _____
Mark Shelden, County Clerk &
Ex-Officio Clerk of the County Board