

# COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois  
Thursday, July 23, 2015 – 6:30 p.m.

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

Page #

- I. **Call To Order**
- II. **\*Roll Call**
- III. **Prayer & Pledge of Allegiance**
- IV. **Read Notice of Meeting**
- V. **Approval of Agenda/Addenda**
- VI. **Date/Time of Next Regular Meetings**

**Standing Committees:**

- A. County Facilities Committee Meeting – August 4, 2015 @ 6:30 p.m.  
*Lyle Shields Meeting Room, Brookens Administrative Center  
1776 E. Washington Street, Urbana*
- B. Environment & Land Use Committee Meeting – August 6, 2015 @ 6:30 p.m.  
*Lyle Shields Meeting Room, Brookens Administrative Center  
1776 E. Washington Street, Urbana*
- C. Highway & Transportation Committee Meeting – August 7, 2015 @ 9:00 a.m.  
*Fleet Maintenance Facility, 1605 E. Main Street, Urbana*

**Committee of the Whole:**

- A. Tuesday, August 11, 2015 @ 6:30 p.m.  
(Finance; Policy, Personnel, & Appointments; Justice & Social Services)  
*Lyle Shields Meeting Room, Brookens Administrative Center  
1776 E. Washington Street, Urbana*

**County Board:**

- A. Thursday, August 20, 2015 @ 6:30 p.m.  
*Lyle Shields Meeting Room, Brookens Administrative Center  
1776 E. Washington Street, Urbana*
- B. FY2016 Legislative Budget Hearings:
  - 1) Monday, August 24, 2015 @ 6:00 p.m.
  - 2) Tuesday, August 25, 2015 @ 6:00 p.m.
  - 3) Wednesday, August 26, 2015 @ 6:00 p.m.*Lyle Shields Meeting Room, Brookens Administrative Center  
1776 E. Washington Street, Urbana*

- VII. **Public Participation**
- VIII. **Communications**
- IX. **Head Start Presentation**

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<b>X.</b>	<b><u>Presentation of FY2014 Audit</u></b>	
<b>XI.</b>	<b><u>Approval of Minutes</u></b>	
	<b>A.</b> May 21, 2015	1-7
	<b>B.</b> June 18, 2015	8-15
<b>XII.</b>	<b><u>New Business</u></b>	
	<b>A. <u>Finance</u></b>	
	1. Adoption of Resolution No. 9288 Authorizing Payment of Claims Authorization	16
	2. Adoption of Resolution No. 9289 Authorizing Purchases Not Following the Purchasing Policy	17-18
	3. Adoption of Resolution No. 9290 Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Philo	19-27
	4. Adoption of Resolution No. 9291 Authorizing Intergovernmental Agreement for Animal Impoundment Services with the Village of Rantoul	28-33
	5. Adoption of Resolution No. 9292 Authorizing Intergovernmental Agreement for Animal Impoundment Services with the Village of Fisher	34-41
	6. Adoption of Resolution No. 9293 Authorizing Intergovernmental Agreement for Animal Impoundment Services with the Village of Mahomet	42-48
	7. Adoption of Resolution No. 9294 Authorizing Intergovernmental Agreement for Animal Impoundment Services with the Village of Savoy	49-55
	8. Adoption of Resolution No. 9295 Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Gifford	56-64
	9. Adoption of Resolution No. 9297 Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Longview	65-73
	10. Adoption of Resolution No. 9298 Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Sidney	74-82
	11. **Adoption of Resolution No. 9296 Authorizing Budget Amendment #15-00030 Fund/Dept. 075 Regional Planning Commission-789 Juvenile Justice Council Increased Appropriations: \$25,000 Increased Revenue: \$25,000 Reason: To Accommodate New Illinois Department of Human Services Juvenile Justice Council Grant. This Federal Grant Will Provide for Establishment of a Local Juvenile Justice Council so that the Council May Assess the Juvenile Justice System and Develop a Plan for the Prevention of Juvenile Delinquency	83-85
	12. **Adoption of Resolution No. 9300 Authorizing Budget Transfer #15-00002 Fund/Dept. 080 General County-075 General County Total Amount: \$60,000 Reason: to Accommodate the Movement of Funds Previously Budgeted in the Contingent Expenditure Line Item to Architect Services and Consulting Services for Architectural and Web Development work Required Under the Settlement Agreement with the Department of Justice for ADA Compliance	86-87
	13. **Adoption of Resolution No. 9299 Authorizing Budget Amendment #15-00031 Fund/Dept. 105 Capital Asset Replacement-059 Facilities Planning Increased Appropriations: \$125,828	88-89

Increased Revenue: \$120,116  
Reason: To Cover the Cost of the Facilities Condition Assessment to be Completed by Baily Edward Pursuant to Contract approved by County Board on June 18, 2015. The Increase in Revenue is the Result of Funding Received by the County from DCEO for Installation of Brookens Facility Mechanical Controls/Energy Efficiency Improvements

14. \*\*Adoption of Resolution No. 9304 Authorizing Budget amendment #15-00032 90-93  
Fund/Dept. 075 Regional Planning Commission-615 Bicycle Route App SmartPhone  
Increased Appropriations: \$50,000  
Increased Revenue: \$50,000  
Reason: Pilot Program in Champaign County in Partnership with IDOT to Gather Bicycle Route Data Utilizing Smartphones
15. \*\*Adoption of Resolution No. 9305 Authorizing Budget Amendment #15-00033 94-97  
Fund/Dept. 075 Regional Planning Commission-620 Decision Support CCDDDB  
Increased Appropriations: \$48,000  
Increased Revenue: \$48,000  
Reason: to Provide Assistance to Individuals Who are Eligible and Potentially Eligible to Receive Medicaid-Waivered Services for Persons with Developmental Disabilities Based on Pre-Admission Screening Assessment
16. Adoption of Resolution No. 9301 Authorizing the Cancellation of the Appropriate 98-99  
Certificate of Purchase on a Mobile Home, Permanent Parcel No. 03-002-0099

**B. Environment & Land Use**

1. Adoption of Ordinance No. 965 amending the Zoning Map in Zoning Case 799-AM-15 to 100-117  
change the zoning district designation from the AG-1 Agriculture Zoning District to the AG-2  
Agriculture Zoning District in order to operate the proposed Hudson Farm Weddings and  
Events LLC as a Special Use authorized by the Zoning Board of Appeals in related Zoning  
Case 800-S-15, on a 3.67 acre tract in Urbana Township in the Northeast Quarter of the  
Southeast Quarter of Section 25 of Township 19N, Range 9 East of the Third Principal  
Meridian and commonly known as the farmstead located at 1341 CR 1800 E, Urbana.
2. Adoption of Ordinance No. 966 amending the Zoning Map in zoning Case 804-AM-15 to 118-129  
change the zoning district designation from the I-1 Light Industry Zoning District to the B-4  
General Business Zoning District in order to operate a proposed diesel truck maintenance  
facility with truck sales on a 6 acre tract in part of the Northeast Quarter of the Northwest  
Quarter of Section 24, Township 20N Range 8E in Hensley Township and commonly known  
as the Gire Roofing facility located at 309 West Hensley Road, Champaign.

**C. Highway & Transportation**

1. Adoption of Resolution No. 9303 Awarding Contract Section 15-29018-00-BR 130-132

**D. Labor**

1. Adoption of Resolution No. 9302 Approving Agreement Between the Champaign County 133-185  
Board, the Sheriff, and the Illinois Fraternal Order of Police Corrections Division for  
December 1, 2014 – December 31, 2016

**XIII. Other Business**

**XIV. Adjourn**

\*Roll Call  
\*\*Roll call and 15 votes  
\*\*\*Roll call and 17 votes  
\*\*\*\*Roll call and 12 votes  
Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

RESUME OF MINUTES OF A REGULAR MEETING OF THE  
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS  
May 21, 2015

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, May 21, 2015 at 6:32 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois with Pattsy Petrie presiding and Sasha Green as Clerk of the Meeting.

**ROLL CALL**

Roll call showed the following members Present: Hartke, Jay, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Shore, Alix, Berkson, Esry, Harrison and Petrie – 14; Absent: Kibler, Schroeder, Schwartz, Weibel, Anderson, Carter, Cowart and Harper – 8. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Member Cowart arrived after roll call.

**PRAYER & PLEDGE OF ALLEGIANCE**

Board Member Mitchell read a prayer. The Pledge of Allegiance to the Flag was recited.

**READ NOTICE OF MEETING**

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* on April 30, May 7 and 14, 2015.

**APPROVAL OF AGENDA/ADDENDA**

Board Member Shore offered the motion to approve the Agenda/Addenda; seconded by Board Member Esry. Chair Petrie removed adoption of Resolution No. 9206 Authorizing the Waiver of Conflict of Interest for the Law Firm Thomas, Mamer, & Haughey and the Closed Session Pursuant to 5 ILCS 120/2(c)11 to Consider Litigation that is Pending Against or Affecting Champaign County. Approved as amended by voice vote.

**DATE/TIME OF NEXT MEETINGS**

Standing Committees

The next County Facilities Committee Meeting will be held on Tuesday, June 2, 2015 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center; the next Environment and Land Use Committee Meeting will be held on Thursday, June 4, 2015 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center and the next Highway and Transportation Committee Meeting will be held on Friday, June 5, 2015 at 9:00 A.M. in the Fleet Maintenance Facility Conference Room.

Committee of the Whole

The next Committee of the Whole for Finance; Justice & Social Services; Policy, Personnel, & Appointments will be held Tuesday, June 9, 2015 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

County Board

A Special County Facilities Meeting for Architect Presentations will be held on Tuesday, May 26, 2015 at 6:00 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

The next Regular meeting of the Champaign County Board will be held on Thursday, June 18, 2015 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

**PUBLIC PARTICIPATION**

Chair Petrie informed public participants there was a five minute limit per participant with a total allotted time of one hour. Dorothy Vura-Weis gave a PowerPoint presentation regarding the Community Justice Task Force. Rohn Koester spoke regarding jailing issues and criminal justice in Champaign County. Kristina Clarke spoke regarding racial and criminal justice. Frank Rubenacker spoke regarding PLA (Project Labor Agreement) and labor contracts. Monica Terando spoke regarding PLA and labor contracts. Kevin Sage spoke regarding PLA and labor contracts. Aaron Ammons spoke PLA and labor contracts.

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

Board Member Jay requested adoption of Resolution No. 9212 Adopting Authority to Prevent Water Pollution Caused by Erosion and Sedimentation and Resolution No. 9213 Authorizing County Board Chair Signature of Annual Facility Inspection Report Required for MS4 Storm Water Permit with IEPA for Program Year March 2013 through March 2014, be removed from the Consent Agenda.

Highway & Transportation

Adoption of **Resolution No. 9210** Authorizing Application for Public Transportation Financial Assistance Under Section 5311 of the Federal Transit Act of 1991, As Amended (49 U.S.C. 5311).

Adoption of **Resolution No. 9211** Authorizing Acceptance of the Special Warranty FY16 Combined Grant Application for Section 5311 Non-Urban Public Transportation Assistance and Downstate Operating Assistance.

Adoption of **Ordinance No. 961** Providing for Public Transportation in Champaign County, Illinois.

Adoption of **Resolution No. 9207** Authorizing Contract Award Authority.

Adoption of **Resolution No. 9208** Authorizing Contract Award Authority.

Adoption of **Resolution No. 9209** Awarding of Contract for 2015 Pavement Striping of Various County Highways Section 15-00000-02-GM.

Finance

Adoption of **Resolution No. 9214** Authorizing Inter-Fund Loans From Fund Reserves to Other Funds.

Adoption of **Resolution No. 9215** Authorizing Budget Amendment 15-00021:  
Fund/Dept. 080 General Corporate-043 Emergency Management Agency  
Increased Appropriations: \$3,747  
Increased Revenue: \$3,747

Reason: Receipt of Grant Funding to Maintain Tracking System for Keeping Track of Volunteers/Professionals While Working on Large Scale Disasters.

Adoption of **Resolution No. 9216** Authorizing Budget Amendment 15-00022:  
Fund/Dept. 106 Public Safety Sales Tax-237 Delinquency Prevention Grants

Increased Appropriations: \$1,615

Increased Revenue: None: from Fund Balance

Reason: This amendment Reflects the Actual Award of Grant for Delinquency Prevention to be Awarded on July 1, 2015 in the Amount of \$234,105 – Based on 5% of Actual Public Safety Sales Tax Revenue Collected in 2014. The Projected Budget Estimate was Slightly Short of the Actual Amount.

Adoption of **Resolution No. 9217** Authorizing Budget Amendment 15-00023:  
Fund/Dept. 075 Regional Planning Commission-782 IDOT State Capital Grant  
Increased Appropriations: \$16,000

Increased Revenue: \$16,000

Reason: To Accommodate Receipt of New IDOT Contract for Purchase of Five Computers, Desks, and Chairs for Champaign-Urbana Mass Transit District, Operator of rural Transit System for Champaign County.

Adoption of **Resolution No. 9218** Authorizing Budget Amendment 15-00024:  
Fund/Dept. 075 Regional Planning Commission-788 HUD Rapid Rehousing

Increased Appropriations: \$18,500

Increased Revenue: \$18,500

Reason: To Accommodate New Housing and Urban Development (HUD) Rapid Rehousing Grant. This HUD Continuum of Care Program will Provide Medium-Term Rent Assistance to Families Progressing on a Plan Toward Self-Sufficiency. Case Management Services for These Families will be Provided.

Adoption of **Resolution No. 9219** Authorizing Budget Amendment 15-00025:  
Fund/Dept. 075 Regional Planning Commission-825 Shelter Plus Care V-Even Years

Increased Appropriations: \$50,000

Increased Revenue: \$50,000

Reason: To Provide a Separate Department to Accommodate Receipt of the Shelter Plus Care V Grant Which Crosses Two County Fiscal Years. Shelter Plus Care Provides Housing and Supportive Services for Homeless and Disabled Clients.

Adoption of **Resolution No. 9220** Authorizing Budget Amendment 15-00026:  
Fund/Dept. 075 Regional Planning Commission-783 Urbana Summer Youth Employment Program  
Increased Appropriations: \$40,000  
Increased Revenue: \$40,000

Reason: To Provide Human Resource and Payroll Processing for 35 Urbana Summer Youth Program Enrollees in Coordination with Unit 116. The Urbana Summer Youth Program Will be Funded by the ACCESS Initiative Grant Administered by the Mental Health Board.

Adoption of **Resolution No. 9221** Authorizing An Acceptance Agreement Between Champaign County and the Illinois State Board of Elections for a Voter Registration Grant.

Adoption of **Resolution No. 9222** Authorizing an Intergovernmental Agreement with the City of Champaign, City of Urbana, Board of Trustees of the University of Illinois, Village of Rantoul, & Champaign County for an Area-Wide Records Management System (ARMS).

Adoption of **Resolution No. 9223** Authorizing the Renewal of an Intergovernmental Agreement Between the Illinois Department of Healthcare & Family Services & the Champaign County State's Attorney.

Adoption of **Resolution No. 9224** Adopting the Champaign County Financial Policies.

Adoption of **Resolution No. 9225** Establishing the Budget Process for FY2016.

Policy, Personnel, & Appointments

Adoption of **Resolution No. 9226** Appointing Dianne Hays to the Champaign County Board of Review, Term June 1, 2015 –May 31, 2017.

Adoption of **Resolution No. 9227** Appointing Steve Moser to the Farmland Assessment Review Committee, Term June 1, 2015-May 31, 2019.

Adoption of **Resolution No. 9228** Appointing Frank Howard to the Sangamon Valley Public Water District, Term June 1, 2015-May 31, 2020.

Adoption of **Resolution No. 9229** Appointing Michael Trione to the Penfield Water District, Term June 1, 2015-May 31, 2020.

Adoption of **Resolution No. 9230** Appointing Edwin Holzhauer to the Dewey Community Public Water District, Term June 1, 2015-May 31, 2020.

Adoption of **Resolution No. 9231** Appointing Elaine Holzhauer to the Dewey Community Public Water District, Term June 1, 2015-May 31, 2020.

Adoption of **Resolution No. 9232** Appointing David Hudson to the Dewey Community Public Water District, Term June 1, 2015-May 31, 2019.

Adoption of **Resolution No. 9233** Appointing Thomas Zindars to the Dewey Community Public Water District, Term June 1, 2015-May 31, 2017.

Adoption of **Resolution No. 9234** Appointing Jerry Lyke to the Urbana-Champaign Sanitary District Board, Term June 1, 2015-May 31, 2018.

Adoption of **Resolution No. 9235** Adopting Required Documentation Under the Americans With Disabilities Act.

Adoption of **Ordinance No. 964** Amending Ordinance No. 960 Establishing Champaign County Personnel Policy.

Board Member Quisenberry offered the motion to approve the Consent Agenda; seconded by Board Member Hartke. Chair Petrie asked the Clerk to call the roll.

Consent Agenda approved by roll call vote.

Yeas: Hartke, Jay, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Shore, Alix, Berkson, Cowart, Esry, Harrison and Petrie – 15;

Nays: None.

## **COMMUNICATIONS**

Board Member Maxwell announced the packet for the Special Facilities Meeting had been distributed. Board Member Michaels announced Board Member Anderson was absent because his son was graduating from St. Malachy. Board Member Berkson asked questions regarding the removal of Consent Agenda items.

## **APPROVAL OF MINUTES**

Board Member Hartke offered the omnibus motion to approve the minutes of County Board Regular Meeting, February 19, 2015; County Board Regular Meeting, March 19, 2015; County Board Study Session, March 24, 2015 and County Board Regular Meeting, April 23, 2015; seconded by Board Member Berkson. Approved by voice vote.

## **MENTAL HEALTH & DEVELOPMENTAL DISABILITIES BOARD PRESENTATION**

Peter Tracy, Executive Director, gave a presentation on the Mental Health and Developmental Disabilities Board and answered Board Members questions.

A five minute recessed was called, due to a lack of quorum.

A roll call established a quorum after the recess. Present: Hartke, Jay, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Shore, Alix, Berkson, Cowart, Esry, Harrison and Petrie – 15; Absent: None.

### **NURSING HOME QUARTERLY REPORT**

Scott Gima presented the quarterly update on the Champaign County Nursing Home and answered Board Members questions.

### **STANDING COMMITTEES**

#### County Facilities

Discussion. Board Member Maxwell, Chair, recommended adoption of **Resolution No. 9237** Approving Direction for Further Action on Implementation of the Sheriff's Operations Master Plan for Champaign County; seconded by Board Member Mitchell. Discussion followed. Adopted by voice vote.

Board Member Maxwell recommended adoption of **Resolution No. 9238** Authorizing Award of Contract to Barber & DeAtley for Courthouse Window Replacement Project Pursuant to Bid 2015-003; seconded by Board Member Esry. Discussion followed. Adopted by voice vote.

#### Environment & Land Use

Board Member Esry, Chair, recommended the deferral of adoption of Resolution No. 9212 Adopting Authority to Prevent Water Pollution Caused by Erosion and Sedimentation, Ordinance No. 962 Amending Zoning Ordinance and Amending the Storm Water Management Policy – Case 769-AT-13 and Ordinance No. 963 Amending the Storm Water Management and Erosion Control Ordinance- Case 773-AT-14 until the June 18, 2015 County Board Meeting; seconded by Board Member Alix. Discussion followed. Approved by voice vote.

Board Member Esry recommended adoption of **Resolution No. 9213** Authorizing County Board Chair Signature of Annual Facility Inspection Report Required for MS4 Storm Water Permit with IEPA for Program Year March 2014 through March 2015; seconded by Board Member Quisenberry. It was stated that the years were in error, it should be March 2014 through March 2015, not March 2013 through March 2014. Discussion followed. Adopted as amended by voice vote.

#### Highway & Transportation

Chair Petrie stated there were no items for Board action.

### **AREAS OF RESPONSIBILITY**

#### Finance

Board Member Alix, Deputy Chair, recommended adoption of **Resolution No. 9204** Authorizing Payment of Claims Authorization; seconded by Board Member Rosales. Adopted by voice vote.

Board Member Alix recommended adoption of **Resolution No. 9205** Authorizing Purchases Not Following the Purchasing Policy; seconded by Board Member Esry. Discussion followed. Adopted by voice vote.

**NEW BUSINESS**

Finance

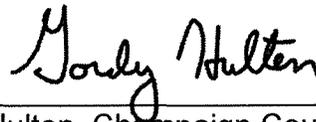
Board Member Alix recommended adoption of **Resolution No. 9236** for the Approval and, If Awarded, Acceptance of Open Society Foundation Grant for Planning for Champaign County's Pre-Booking Diversion Options; seconded by Board Member Hartke. Discussion followed. Adopted by voice vote.

**OTHER BUSINESS**

There was no new business.

**ADJOURN**

Board Member Esry made a motion to adjourn; seconded by Board Member McGuire. Approved by voice vote. Chair Petrie adjourned the meeting at 9:10 P.M.



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

RESUME OF MINUTES OF A REGULAR MEETING OF THE  
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS  
June 18, 2015

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, June 18, 2015 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois with Pattsy Petrie presiding and Sasha Green as Clerk of the Meeting.

**ROLL CALL**

Roll call showed the following members Present: Jay, Maxwell, Michaels, Quisenberry, Rosales, Schroeder, Schwartz, Shore, Weibel, Alix, Berkson, Cowart, Esry, Harper, Harrison, Hartke and Petrie – 17; Absent: Kibler, McGuire, Mitchell, Anderson and Carter – 5. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Members Kibler, McGuire and Mitchell arrived after roll call.

**PRAYER & PLEDGE OF ALLEGIANCE**

Chair Petrie announced the Board would observe a moment of silence for the victims of the church shooting in Charleston, South Carolina. The Pledge of Allegiance to the Flag was recited.

**READ NOTICE OF MEETING**

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* May 28, June 4 and 11, 2015.

**APPROVAL OF AGENDA/ADDENDA**

Board Member Esry offered the motion to approve the Agenda/Addenda; seconded by Board Member Berkson. Board Member Hartke requested adoption of Resolution No. 9267 Appointing Joyce Dill to the Champaign County Developmental Disabilities Board, Term 7/1/2015-6/30/2018 and Resolution No. 9268 Appointing Michael Smith to the Champaign County Developmental Disabilities Board, Term 7/1/2015-6/30/2018; be removed from the Consent Agenda. Board Member Alix offered a motion to suspend the rules to allow the items coming directly to the Board under new business be considered at the appropriate point in the Agenda; seconded by Board Member Weibel. Motion approved by voice vote. Agenda/Addenda approved as amended by voice vote.

**DATE/TIME OF NEXT MEETINGS**

**Standing Committees & Committee of the Whole**

Chair Petrie announced no Standing Committee Meetings, nor will a Committee of the Whole be held during the month of July.

County Board

The next Regular meeting of the Champaign County Board will be held on Thursday, July 23, 2015 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

**PUBLIC PARTICIPATION**

Chair Petrie informed public participants there was a five minute limit per participant with a total allotted time of one hour. Vicki Niswander spoke regarding appointments to the Champaign County Developmental Disabilities Board. Peter Tracy, Mental Health and Developmental Disabilities Board Executive Director, spoke regarding the Mental Health Board Budget Transfer which was rejected by the County Board at the June 9<sup>th</sup> Committee of the Whole Meeting. Michael Smith spoke regarding the Champaign County Developmental Disabilities Board and its appointments. Albert Stabler spoke regarding funding incarceration alternatives and BPNJ (build programs, not jails). Don Gerard spoke regarding Access Initiative. William Kyles spoke regarding reconsidering the Mental Health Board Budget Transfer. Patricia Avery spoke regarding reconsidering the Mental Health Board Budget Transfer. Joyce Dill spoke regarding the Champaign County Developmental Disabilities Board and its appointments.

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

Facilities

Adoption of **Resolution No. 9243** Authorizing METCAD to Sublease Space at 1905 E. Main.

Highway & Transportation

Adoption of **Resolution No. 9206** Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 9239** Appropriating \$1,033,385.25 From County Motor Fuel Tax Funds for Curtis Road Phase II Section 00-00374-01-PV.

Adoption of **Resolution No. 9240** Awarding of Contract for the Purchase of a Tandem Axle Truck by the Champaign County Highway Department.

Adoption of **Resolution No. 9241** for Contract Award Authority Section 15-29018-BR.

Adoption of **Resolution No. 9242** Authorizing Intergovernmental Agreement between the County of Champaign and Champaign Urbana Mass Transit District.

Environment & Land Use

Adoption of **Resolution No. 9244** Authorizing the County Board Chair to Sign a Petition for Annexation for Property Located at 2603 Campbell Drive, Champaign.

Adoption of **Resolution No. 9245** Amending the FY2015 County Planning Contract Work Plan to Propose a Strategy to Address Concerns Regarding the Use of Coolants in Geothermal Wells.

**Justice & Social Services**

Adoption of **Resolution No. 9251** for Call to Action to Reduce the Number of People with Mental Illness in the Champaign County Jail.

**Policy, Personnel, & Appointments**

Adoption of **Resolution No. 9252** Appointing James Wilson to the Bailey Cemetery Association, Term 7/1/2015-6/30/2021.

Adoption of **Resolution No. 9253** Appointing Debbie Bialeschki to the Crow Cemetery Association, Unexpired Term Ending 6/30/2018.

Adoption of **Resolution No. 9254** Appointing Kevin Reifsteck to the Crow Cemetery Association, Term 7/1/2015-6/30/2021.

Adoption of **Resolution No. 9255** Appointing Connie Roberts to the East Lawn Memorial Burial Park Association, Term 7/1/2015-6/30/2021.

Adoption of **Resolution No. 9256** Appointing Mary Kay Phillips to the East Lawn Memorial Burial Park Association, Term 7/1/2015-6/30/2021.

Adoption of **Resolution No. 9257** Appointing Lee A. Mannin to the East Lawn Memorial Burial Park, Term 7/1/2015-6/30/2021.

Adoption of **Resolution No. 9258** Appointing Douglas Short to the East Lawn Memorial Burial Park, Term 7/1/2015-6/30/2021.

Adoption of **Resolution No. 9259** Appointing David Short to the East Lawn Memorial Burial Park, Term 7/1/2015-6/30/2021.

Adoption of **Resolution No. 9260** Appointing Dirk Rice to the Locust Grove Cemetery Association, Term 7/1/2015-6/30/2121.

Adoption of **Resolution No. 9261** Appointing Phillip R. Van Ness to the Prairie View Cemetery Association, Term 7/1/2015-6/30/2121.

Adoption of **Resolution No. 9262** Appointing Craig Wise to the Prairie View Cemetery Association, Term 7/1/2015-6/30/2121.

Adoption of **Resolution No. 9263** Appointing Edward Fiscus to the Prairie View Cemetery Association, Term 7/1/2015-6/30/2121.

Adoption of **Resolution No. 9264** Appointing Andrew Kerins to the Forest Preserve Board of Commissioners, Term 7/1/2015-6/30/2020.

Adoption of **Resolution No. 9265** Appointing Krista Jones, DPN to the County Board of Health, Term 7/1/2015-6/30/2018.

Adoption of **Resolution No. 9266** Appointing Dorothy Vura-Weis, MD to the County Board of Health, Term 7/1/2015-6/30/2018.

Adoption of **Resolution No. 9269** Appointing Richard Weinzierl to the Champaign County Local Foods Policy Council, Unexpired Term Ending 2/28/2016.

Adoption of **Resolution No. 9270** Authorizing the County Board Chair to Execute Settlement Agreement Between the United States of America & Champaign County, Illinois Under the Americans With Disabilities Act DJ 204-24-116.

#### Finance

Adoption of **Resolution No. 9271** Authorizing to Execute a Deed of Conveyance and/or the Cancellation of Certificate of Purchase for Real Estate, Permanent Parcel # 23-19-17-276-001.

Adoption of **Resolution No. 9272** Authorizing the County Board Chair to Assign a Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel No. 20-032-0273.

Adoption of **Resolution No. 9273** Authorizing the County Board Chair to Assign a Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel No. 20-032-0135.

Adoption of **Resolution No. 9274** Authorizing the County Board Chair to Assign a Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel No. 20-032-0257.

Adoption of **Resolution No. 9275** Awarding FY2015 Public Safety Sales Tax Juvenile Justice Prevention Program.

Adoption of **Resolution No. 9276** Authorizing Intergovernmental Agreements for Animal Impound & Control Services with the Village of Royal.

Adoption of **Resolution No. 9277** Authorizing Intergovernmental Agreements for Animal Impound & Control Services with the Village of Broadlands.

Adoption of **Resolution No. 9278** Authorizing Intergovernmental Agreements for Animal Impound & Control Services with the Village of Fooseland.

Adoption of **Resolution No. 9279** Authorizing Intergovernmental Agreements for Animal Impound & Control Services with the Village of Ivesdale.

Adoption of **Resolution No. 9280** Authorizing Intergovernmental Agreements for Animal Impound & Control Services with the City of Champaign.

Adoption of **Resolution No. 9281** Authorizing Intergovernmental Agreements for Animal Impound & Control Services with the Village of Ogden.

Adoption of **Resolution No. 9282** Authorizing an Intergovernmental Agreement with the City of Champaign, the City of Urbana, and Champaign County for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Adoption of **Resolution No. 9283** Amending the Schedule of Authorized Positions for the County Clerk.

Board Member Esry offered the motion to approve the Consent Agenda; seconded by Board Member Kibler. Chair Petrie asked the Clerk to call the roll.

Consent Agenda approved by roll call vote.

Yeas: Jay, Kibler, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Schroeder, Schwartz, Shore, Weibel, Alix, Berkson, Cowart, Esry, Harper, Harrison, Hartke and Petrie – 20;

Nays: None.

### **COMMUNICATIONS**

Board Member Alix requested to have a joint meeting of the Mental Health Board and the County Board in lieu of the Legislative Budget Hearing to discuss funding for the Mental Health Board. Chair Petrie read a statement regarding her “no” vote at the Committee of the Whole Meeting, stating it was a parliamentary strategy.

### **ANIMAL PRESENTATION**

Stephanie Joos, Director, gave a presentation on the Animal Control Department and answered Board Members questions.

### **STANDING COMMITTEES**

#### **County Facilities**

There were no items for Board action.

#### **Environment & Land Use**

Board Member Esry, Chair, recommended adoption of **Resolution No. 9212** Adopting Authority to Prevent Water Pollution Caused by Erosion and Sedimentation; seconded by Board Member Michaels. Discussion followed.

Adopted by 15 vote required roll call vote.

Yeas: Jay, Kibler, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Schroeder, Schwartz, Shore, Weibel, Alix, Berkson, Cowart, Esry, Harper, Harrison, Hartke and Petrie – 20;

Nays: None.

Board Member Esry recommended adoption of **Ordinance No. 962** Amending Zoning Ordinance and Amending the Storm Water Management Policy – Case

769-AT-13; seconded by Board Member Harper. Discussion followed. A roll call was requested. Discussion followed.

Adopted by roll call vote.

Yeas: Jay, Kibler, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Schroeder, Schwartz, Shore, Weibel, Alix, Berkson, Cowart, Esry, Harper, Harrison, Hartke and Petrie – 20;

Nays: None.

Board Member Esry recommended adoption of **Ordinance No. 963** Amending the Storm Water Management and Erosion Control Ordinance- Case 773-AT-14; seconded by Board Member Berkson. Discussion followed. A roll call was requested. Discussion followed.

Adopted by roll call vote.

Yeas: Jay, Kibler, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Schroeder, Schwartz, Shore, Weibel, Alix, Berkson, Cowart, Esry, Harper, Harrison, Hartke and Petrie – 20;

Nays: None.

#### Highway & Transportation

There were no items for Board action.

### **AREAS OF RESPONSIBILITY**

#### Justice & Social Services

Board Member Berkson, Deputy Chair, recommended adoption of **Resolution No. 9246** Authorizing for Memorandum of Understanding with the Regional Planning Commission for Administration of Quarter Cent for Public Safety Funding to Support Juvenile Justice Programs for Delinquency Prevention, Intervention and Diversion Programming; seconded by Board Member Maxwell. Adopted by voice vote.

#### Finance

Board Member Michaels, Assistant Deputy Chair, recommended adoption of **Resolution No. 9247** Authorizing Payment of Claims Authorization; seconded by Board Member Quisenberry. Adopted by voice vote.

Board Member Alix, Deputy Chair, recommended adoption of **Resolution No. 9248** Authorizing Purchases Not Following the Purchasing Policy; seconded by Board Member Esry. Adopted by voice vote.

#### Policy, Personnel & Appointments

Board Member Quisenberry, Deputy Chair, recommended adoption of **Resolution No. 9267** Appointing Joyce Dill to the Champaign County Developmental Disabilities Board, Term 7/1/2015-6/30/2018; seconded by Board Member Kibler. Board Member Hartke moved to suspend the rules to allow Peter Tracy to speak to the appointment; seconded by Board Member Shore. It was stated the motion to suspend the rules was not needed, and Mr. Tracy would not speak. Discussion followed. A roll call was requested.

Adopted by roll call vote.

Yeas: Jay, Kibler, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Schroeder, Schwartz, Shore, Weibel, Alix, Berkson, Cowart, Esry, Harper, Harrison and Petrie – 19;

Nays: Hartke – 1.

Board Member Quisenberry recommended adoption of **Resolution No. 9268** Appointing Michael Smith to the Champaign County Developmental Disabilities Board, Term 7/1/2015-6/30/2018; seconded by Board Member Kibler. A roll call was requested.

Adopted by roll call vote.

Yeas: Jay, Kibler, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Schroeder, Schwartz, Shore, Alix, Berkson, Cowart, Esry, Harper, Harrison and Petrie – 18;

Nays: Weibel and Hartke – 1.

## **NEW BUSINESS**

### **Finance**

Board Member Alix, Deputy Chair, recommended adoption of **Resolution No. 9249** Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Sadorus; seconded by Board Member Maxwell. Adopted by voice vote.

Board Member Alix recommended adoption of **Resolution No. 9250** Authorizing Budget Amendment 15-00027:

Fund/Dept. 620 Health-Life Insurance-120 Employee Group Insurance

Increased Appropriations: \$200

Increased Revenue: \$200

Reason: To Receive Donation from AFSCME for Health Fair Expenses; seconded by Board Member McGuire. Discussion followed.

Adopted by 15 vote required roll call vote.

Yeas: Jay, Kibler, Maxwell, McGuire, Michaels, Mitchell, Quisenberry, Rosales, Schroeder, Schwartz, Shore, Weibel, Alix, Berkson, Cowart, Esry, Harper, Harrison, Hartke and Petrie – 20;

Nays: None.

Board Member Alix recommended adoption of **Resolution No. 9286** Approving Contract with Pepsi-Cola for Food and Beverage Vending Machine Services; seconded by Board Member Quisenberry. Discussion followed. Adopted by voice vote.

Board Member Alix recommended adoption of **Resolution No. 9284** Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Thomasboro; seconded by Board Member Michaels. Adopted by voice vote.

Board Member Alix recommended adoption of **Resolution No. 9285** Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Ludlow; seconded by Board Member Michaels. Adopted by voice vote.

County Facilities

Board Member Maxwell, Chair, recommended adoption of **Resolution No. 9287** Approving Contract with Bailey Edward for Facility Condition Assessment, Documentation and Capital Planning Study for the County of Champaign, Illinois; seconded by Board Member Berkson. Discussion followed. Adopted by voice vote.

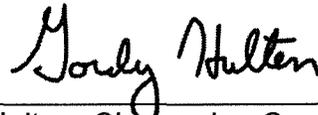
Board Member Maxwell recommended approval of Release of Bid ITB 2015-006 for Concrete Wall Panel Rehabilitation for Satellite Jail, Juvenile Detention Center and Highway Facility; seconded by Board Member Esry. Discussion followed. Approved by voice vote.

**OTHER BUSINESS**

There was no new business.

**ADJOURN**

Board Member Kibler made a motion to adjourn; seconded by Board Member Esry. Chair Petrie adjourned the meeting at 8:20 P.M.



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

RESOLUTION NO. 9288

PAYMENT OF CLAIMS AUTHORIZATION

July, 2015

FY 2015

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$10,223,138.83 including warrants 526182 through 527741; and

WHEREAS, The claims included on the list were paid in accordance with Resolution No. 1743; and

WHEREAS, Claims against the Mental Health Fund do not require County Board approval and are presented for information only; and

WHEREAS, The County Auditor has recommended the payment of all claims on the Expenditure Approval List; and

WHEREAS, The County Board finds all claims on the Expenditure Approval List to be due and payable;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that payment of the claims totaling \$10,223,138.83 including warrants 526182 through 527741 is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23rd day of July, A.D. 2015.

\_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

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

RESOLUTION NO. 9289

PURCHASES NOT FOLLOWING PURCHASING POLICY

July 2015

FY2015

WHEREAS, Purchases by Champaign County offices and departments sometimes occur that are not in compliance with the Champaign County Purchasing Policy; and

WHEREAS, The Champaign County Auditor must present those purchases to the Champaign County Board for approval of payment;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the purchases not following purchasing policy as presented by the Champaign County Auditor on July 23, 2015 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July A.D. 2015.

\_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

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

7/23/15

## PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	PPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
<b>PURCHASES NOT FOLLOWING POLICY</b>						
** County Clerk	080-022-544.30	VR#022-145	07/01/15	2015 Ford transit van	Ford City	\$ 15,713.43
<b>CREDIT CARD PURCHASES PAID WITHOUT RECEIPT</b>						
** Admin Services	080-016-533.84	VR#016-062	06/18/15	Jimmy John's 5/11	Visa Cardmember Services	\$ 31.99
** Supr of Assessment	080-025-522.15	VR#025-031	06/17/15	Quick Stop 5/27	Visa Cardmember Services	\$ 39.08
** Mental Health	090-053-533.84	VR#053-185	06/15/15	Original Pancake House 6/3	Visa Cardmember Services	\$ 42.20
** Probation Services Fund	618-052-522.11	VR#618-172	06/30/15	Marathon 6/15	Visa Cardmember Services	\$ 5.71
<b>FY2014 PURCHASES PAID IN FY2015</b>						
** Regional Planning	075-782-533.92	VR#029-1219	06/25/15	Reimb grant ofc equip 12/10	C-U Mass Transit District	\$ 2,083.25
** Circuit Court	080-031-533.03	VR#031-222	06/25/15	Attorney service 12/16-30	Roaa Al-Heeti	\$ 70.00
** Circuit Court	080-031-533.03	VR#031-223	06/25/15	Attorney service 12/3-24/13	Tobias J Ortega	\$ 8,318.00
** Circuit Court	080-031-533.03	VR#031-229	07/01/15	Attorney service 11/24-12/10	Edwin K Piraino	\$ 220.00
** Nursing Home	081-430-534.83	VR#044-869	04/28/15	Medical service 10/29	Carle	\$ 175.00
** Nursing Home	081-various	VR#044-516	03/05/15	Medical suppl & srvc 12/31	Uvanta of Central Illinois	\$ 24,087.71
** Nursing Home	081-430-534.83	VR#044-764	04/14/15	Ambulatory surgery 10/13	Champaign Surgicenter, LLC	\$ 398.09
** Nursing Home	081-425-533.86	VR#044-1155	06/10/15	Maintenance 5/26-8/3/14	Champaign County Treasurer	\$ 2,980.58
** Nursing Home	081-430-533.06	VR#044-1160	06/10/15	Therapy meeting Aug-Nov 2014	Christie Clinic	\$ 7,200.00
** Nursing Home	081-430-533.06	VR#044-1161	06/10/15	Therapy meeting Dec. 2014	Christie Clinic	\$ 3,600.00
** Nursing Home	081-430-534.83	VR#044-1289	07/01/15	Medical service 10/22/14	Christie Clinic	\$ 43.00
** Public Properties	080-071-533.32	VR#071-445	06/16/15	Water service 6/1/13-10/3/14	Illinois American Water Company	\$ 2,344.87
** Early Childhood Fund	104-var-533.06	VR#104-983	06/17/15	Dental services 9/17-12/10/14	Smile Healthy	\$ 381.10
** Early Childhood Fund	104-853-522.10	VR#104-1009	06/19/15	Food 7/24/14	Gordon Food Service	\$ 45.21
** Workforce Development	110-764-535.01	VR#110-791	06/12/15	HS diploma incentive 12/12/14	Danielle McClendon	\$ 75.00
** Correctional Center	080-140-533.06	VR#140-328	06/11/15	Medical services 8/5-11/26/14	Carle Foundation Hospital	\$ 181.00

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

\*\* Paid- For Information Only

RESOLUTION NO. 9290

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS FOR ANIMAL  
IMPOUND AND CONTROL SERVICES WITH THE VILLAGE OF PHILO

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

WHEREAS, The County of Champaign (hereinafter "County") and the Village of Philo (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

WHEREAS, there is a need to respond to requests for animal control and impound services within the Village; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control department; and

WHEREAS, Intergovernmental Agreements for Animal Control and Impound Services between the County and the Village (hereinafter "Agreement") have been prepared; and

WHEREAS, the Agreements outline the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreements for Animal Impound and Control Services with the Village of Philo.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

\_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

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

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Philo (hereinafter "Village") for animal control services.

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

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

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

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.35 per capita. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2015.
9. This Agreement may be amended only by a written document signed by both parties.
10. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Philo  
 P.O. Box 72  
 Philo, Illinois 61864

Champaign County Administrator  
 1776 East Washington Street  
 Urbana, Illinois 61802

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF PHILO                      CHAMPAIGN COUNTY  
 An Illinois Municipal Corporation

By: *Larry Frank*

By: \_\_\_\_\_

Date: 06/10/15

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

ATTEST: *Judy A. Kelly*

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*[Signature]*  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Philo – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Philo, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Philo. The County will be solely responsible for the hiring and payment of facility

personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.

3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.

4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Philo, boarding dates, date of final

disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President  
Village of Philo  
P.O. Box 72  
Philo, Illinois 61864

Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF PHILO  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: *Sandy R. Feak*

By: \_\_\_\_\_

Date: 06/10/15

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

ATTEST: Jeff A. King

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

APPROVED AS TO FORM:  
Paul C. Shaw  
Village Attorney

APPROVED AS TO FORM:  
\_\_\_\_\_  
State's Attorney's Office

CB 2015-\_\_\_\_\_

RESOLUTION NO. 9291

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR ANIMAL  
IMPOUND SERVICES WITH THE VILLAGE OF RANTOUL

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

WHEREAS, The County of Champaign (hereinafter "County") and the Village of Rantoul (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

WHEREAS, there is a need to respond to requests for animal impound services within the Village; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control department; and

WHEREAS, Intergovernmental Agreement for Animal Impound Services between the County and the Village (hereinafter "Agreement") has been prepared; and

WHEREAS, the Agreement outlines the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into an Intergovernmental Agreement for Animal Impound Services with the Village of Rantoul.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

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

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Rantoul – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Rantoul, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Rantoul. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.

3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.

4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Rantoul, boarding dates, date of final

disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President  
Village of Rantoul  
333 S Tanner  
Rantoul, Illinois 61866

Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF RANTOUL  
An Illinois Municipal Corporation

By: Charles Amet

Date: 06-11-2015

CHAMPAIGN COUNTY

By: \_\_\_\_\_

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

*David Edward Chalk*

ATTEST: 06/11/2015

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2015-\_\_\_\_\_

RESOLUTION NO. 9292

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR ANIMAL  
IMPOUND SERVICES WITH THE VILLAGE OF FISHER

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

WHEREAS, The County of Champaign (hereinafter "County") and the Village of Fisher (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

WHEREAS, there is a need to respond to requests for animal impound services within the Village; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control department; and

WHEREAS, Intergovernmental Agreement for Animal Impound Services between the County and the Village (hereinafter "Agreement") has been prepared; and

WHEREAS, the Agreement outlines the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into an Intergovernmental Agreement for Animal Impound Services with the Village of Fisher.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

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

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Fisher – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Fisher, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Fisher. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.

3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.

4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Fisher, boarding dates, date of final

disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President  
Village of Fisher  
100 School St  
Fisher, Illinois 61843

Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF FISHER  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: Matthew Kelly

By: \_\_\_\_\_

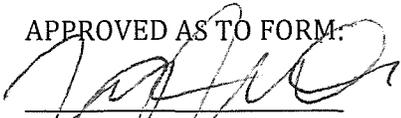
Date: 6-11-15

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

ATTEST: Charlotte Moore

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

APPROVED AS TO FORM:



\_\_\_\_\_  
Village Attorney

APPROVED AS TO FORM:

\_\_\_\_\_

State's Attorney's Office

CB 2015-\_\_\_\_\_

RESOLUTION NO. 9293

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR ANIMAL  
IMPOUND SERVICES WITH THE VILLAGE OF MAHOMET

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

WHEREAS, The County of Champaign (hereinafter "County") and the Village of Mahomet (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

WHEREAS, there is a need to respond to requests for animal impound services within the Village; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control department; and

WHEREAS, Intergovernmental Agreement for Animal Impound Services between the County and the Village (hereinafter "Agreement") has been prepared; and

WHEREAS, the Agreement outlines the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into an Intergovernmental Agreement for Animal Impound Services with the Village of Mahomet.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

\_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

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

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Mahomet - County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Mahomet, an Illinois Municipal Corporation, (hereinafter referred to as "Village") and the County of Champaign, (hereinafter referred to as "County").

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a "dangerous animal" under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Mahomet. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

2. **Compliance With Laws: Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.
3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.
4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices .

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15th day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 30th day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Mahomet, boarding dates, date of final

disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President  
Village of Mahomet  
303 E Oak St  
Mahomet, Illinois 61853

Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF MAHOMET  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: S. M. W.

By: \_\_\_\_\_

Date: 6.23.15

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

ATTEST: Patricia J. P...

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

James W. Fran  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2015-\_\_\_\_\_

RESOLUTION NO. 9294

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR ANIMAL  
IMPOUND SERVICES WITH THE VILLAGE OF SAVOY

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

WHEREAS, The County of Champaign (hereinafter "County") and the Village of Savoy (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

WHEREAS, there is a need to respond to requests for animal impound services within the Village; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control department; and

WHEREAS, Intergovernmental Agreement for Animal Impound Services between the County and the Village (hereinafter "Agreement") has been prepared; and

WHEREAS, the Agreement outlines the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into an Intergovernmental Agreement for Animal Impound Services with the Village of Savoy.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

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

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Savoy – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Savoy, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 *et seq.*, or any other federal or state law or regulation.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Savoy. The County will be solely responsible for the hiring and payment of facility

personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.

3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.

4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Savoy, boarding dates, date of final

disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President  
Village of Savoy  
611 N Dunlap  
Savoy, Illinois 61874

Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

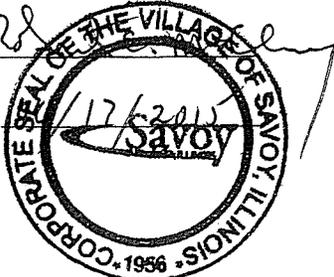
13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF SAVOY  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By:   
Date: 

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



ATTEST: *[Signature]*  
Village Clerk

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

APPROVED AS TO FORM:  
*[Signature]*  
Village Attorney

APPROVED AS TO FORM:  
\_\_\_\_\_  
State's Attorney's Office

CB 2015- \_\_\_\_\_

RESOLUTION NO. 9295

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS FOR ANIMAL  
IMPOUND AND CONTROL SERVICES WITH THE VILLAGE OF GIFFORD

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1et. Seq. enables units of local government to enter Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Gifford into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign (hereinafter "County") and the Village of Gifford (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

WHEREAS, there is a need to respond to requests for animal control and impound services within the Village; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control department; and

WHEREAS, Intergovernmental Agreements for Animal Control and Impound Services between the County and the Village (hereinafter "Agreement") have been prepared; and

WHEREAS, the Agreements outline the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreements for Animal Impound and Control Services with the Village of Gifford.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

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

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Gifford (hereinafter "Village") for animal control services.

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

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

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

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.35 per capita. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2015.
9. This Agreement may be amended only by a written document signed by both parties.
10. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Gifford  
 P.O. Box 37  
 Gifford, Illinois 61847

Champaign County Administrator  
 1776 East Washington Street  
 Urbana, Illinois 61802

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF GIFFORD  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: 

By: \_\_\_\_\_

Date: 6/4/15

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
 Village Attorney

By \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Gifford – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Gifford, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Gifford. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.
3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.
4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.
9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.
10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.
11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Gifford, boarding dates, date of final

disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President  
Village of Gifford  
P.O. Box 37  
Gifford, Illinois 61847

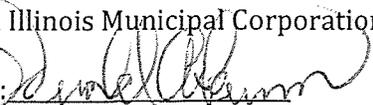
Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF GIFFORD  
An Illinois Municipal Corporation

By: 

Date: 6/4/15

CHAMPAIGN COUNTY

By: \_\_\_\_\_

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:



\_\_\_\_\_  
Village Attorney

\_\_\_\_\_

State's Attorney's Office

CB 2015- \_\_\_\_\_

RESOLUTION NO. 9297

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS FOR ANIMAL  
IMPOUND AND CONTROL SERVICES WITH THE VILLAGE OF LONGVIEW

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1et. Seq. enables units of local government to enter Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Longview into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign (hereinafter "County") and the Village of Longview (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

WHEREAS, there is a need to respond to requests for animal control and impound services within the Village; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control department; and

WHEREAS, Intergovernmental Agreements for Animal Control and Impound Services between the County and the Village (hereinafter "Agreement") have been prepared; and

WHEREAS, the Agreements outline the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreements for Animal Impound and Control Services with the Village of Longview.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

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

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Longview (hereinafter "Village") for animal control services.

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

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

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

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.35 per capita. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2015.
9. This Agreement may be amended only by a written document signed by both parties.
10. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Longview  
 P.O. Box 116  
 Longview, Illinois 61852

Champaign County Administrator  
 1776 East Washington Street  
 Urbana, Illinois 61802

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF LONGVIEW  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: *Amanda Yank*

By: \_\_\_\_\_

Date: 5/20/15

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

ATTEST: *Bob Cluteberg*

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*Arthur W.B. Byrnes*  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES**  
(Village of Longview – County of Champaign)

THIS AGREEMENT is made and entered by and between the Village of Longview, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Longview. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.
3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.
4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15th day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Longview, boarding dates, date of final

disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President  
Village of Longview  
P.O. Box 116  
Longview, Illinois 61852

Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF LONGVIEW  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: Amanda Mouk

By: \_\_\_\_\_

Date: 5/20/15

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

ATTEST: *Robin A. ...* ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*Arthur W. B. ...*  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2015-\_\_\_\_\_

RESOLUTION NO. 9298

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENTS FOR ANIMAL  
IMPOUND AND CONTROL SERVICES WITH THE VILLAGE OF SIDNEY

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1et. Seq. enables units of local government to enter Authorizing Intergovernmental Agreements for Animal Control Services and Impoundment Services with the Village of Sidney into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The County of Champaign (hereinafter "County") and the Village of Sidney (hereinafter "Village") desire to cooperate for the best interests of the County and the Village; and

WHEREAS, there is a need to respond to requests for animal control and impound services within the Village; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control department; and

WHEREAS, Intergovernmental Agreements for Animal Control and Impound Services between the County and the Village (hereinafter "Agreement") have been prepared; and

WHEREAS, the Agreements outline the financial participation and service responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreements for Animal Impound and Control Services with the Village of Sidney.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

\_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

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

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter “County”) and the Village of Sidney (hereinafter “Village”) for animal control services.

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

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter “Department”);

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

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.35 per capita. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year’s rate by the annual Property Tax Extension Limitation Law (hereinafter “PTELL”) CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff’s Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2015.
9. This Agreement may be amended only by a written document signed by both parties.
10. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Sidney  
 P.O. Box 77  
 Sidney, Illinois 61877

Champaign County Administrator  
 1776 East Washington Street  
 Urbana, Illinois 61802

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF SIDNEY                      CHAMPAIGN COUNTY  
 An Illinois Municipal Corporation

By: *Clark F. White*

By: \_\_\_\_\_

Date: 7-6-15

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

ATTEST: *Carol Moore*

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

APPROVED AS TO FORM:

*Paul C. [Signature]*

APPROVED AS TO FORM:

B \_\_\_\_\_

Village Attorney

State's Attorney's Office

7-6-15

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Sidney – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Sidney, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) and the County of Champaign, (hereinafter referred to as “County”).

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Sidney. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.
3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.
4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Sidney, boarding dates, date of final

disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Village President  
Village of Sidney  
P.O. Box 77  
Sidney, Illinois 61877

Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF SIDNEY  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: 

By: \_\_\_\_\_

Date: 7-15-15

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

ATTEST: Carol Moore ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

Paul C. Noh

Village Attorney

7.6.2015

CB 2015-\_\_\_\_\_

APPROVED AS TO FORM:

State's Attorney's Office

RESOLUTION NO. 9296

BUDGET AMENDMENT

July 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00030

Fund 075 Regional Planning Commission  
Dept. 789 Juvenile Justice Council

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-time Employees	\$11,500
533.07 Professional Services	\$10,000
533.93 Dues & Licenses	\$2,000
533.95 Conferences & Training	<u>\$1,500</u>
Total	\$25,000
Increased Revenue:	
331.35 Justice-Juvenile Justice Delinquency Prevention	<u>\$25,000</u>
Total	\$25,000

REASON: To Accommodate New Illinois Department of Human Services Juvenile Justice Council Grant. This Federal Grant Will Provide for Establishment of a Local Juvenile Justice Council so that the Council May Assess the Juvenile Justice System and Develop a Plan for the Prevention of Juvenile Delinquency

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July A.D. 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

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

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 789 JUVENILE JUSTICE COUNCIL

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-789-511.03 REG. FULL-TIME EMPLOYEES	0	0	11,500	11,500
075-789-533.07 PROFESSIONAL SERVICES	0	0	10,000	10,000
075-789-533.93 DUES AND LICENSES	0	0	2,000	2,000
075-789-533.95 CONFERENCES & TRAINING	0	0	1,500	1,500
TOTALS	0	0	25,000	25,000

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
075-789-331.35 JUSTC-JUV JUST DELNQ PREV	0	0	25,000	25,000
TOTALS	0	0	25,000	25,000

**EXPLANATION:** PLEASE SEE ATTACHED NARRATIVE

DATE SUBMITTED:

6-30-15

AUTHORIZED SIGNATURE

*(Signature)* \*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:


The IL Juvenile Court Act provides that each county may establish a local Juvenile Justice Council. The purpose of this council is to provide a forum for the development of a community-based interagency assessment of the local juvenile justice system, to develop a county juvenile justice plan for the prevention of juvenile delinquency, and to make recommendations to the county board for more effectively utilizing existing community resources in dealing with juveniles who are found to be involved in crime, or who are truant or have been suspended or expelled from school. Through juvenile justice councils, the Act prescribes a response to juveniles in conflict with the law that is comprehensive, driven by data and analysis, and collaborative across all systems that touch these youth. Because this model of local governance, collaboration and data-driven decision making has proven effective, the Illinois Juvenile Justice Commission is allocating funding to support local juvenile justice councils and the development of data-driven, collaborative local juvenile justice plans which guide future system improvement efforts. RPC has successfully secured funding for this initiative.

The goal of the Juvenile Justice Councils program is to support local juvenile justice councils in developing and implementing programs, policies, and practices which:

1. Ensure that youth do not enter Illinois juvenile justice system unnecessarily;
2. Ensure that youth who do enter the juvenile justice system receive developmentally appropriate, individualized support and services;
3. Ensure that youth leave the justice system with positive outcomes, which in turn enhance public safety;
4. Ensure that Illinois maintains full compliance with the core requirements of the federal Juvenile Justice & Delinquency Prevention Act; and
5. Ensure that racial and ethnic disparities are examined and reduced at all phases of the justice system.

RESOLUTION NO. 9300

TRANSFER OF FUNDS

July 2015

FY 2015

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

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following transfers within to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2015 budget.

Budget Transfer #15-00002

Fund 080 General Corporate  
Dept. 075 General County

<u>TRANSFER TO ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT DESCRIPTION</u>
533.02 Architect Services	\$45,000	533.99 Contingent Expense
533.08 Consulting Services	\$15,000	533.99 Contingent Expense
Total	\$60,000	

REASON: this Transfer is to Accommodate the Movement of Funds Previously Budgeted in the Contingent Expenditure Line Item to Architect Services and Consulting Services for Archite4ctural and Web Development work Required Under the Settlement Agreement with the Department of Justice for ADA Compliance

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July A.D. 2015.

\_\_\_\_\_  
Patsi Petrie, Chair  
Champaign County Board

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

REQUEST FOR BUDGET TRANSFER  
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 15-00002

FUND 080 GENERAL CORPORATE

DEPARTMENT 075 GENERAL COUNTY

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
080-075-533.02 ARCHITECT SERVICES	45,000.	080-075-533.99 CONTINGENT EXPENSE
080-075-533.08 CONSULTING SERVICES	15,000.	080-075-533.99 CONTINGENT EXPENSE

**EXPLANATION:** THIS TRANSFER IS TO ACCOMMODATE THE MOVEMENT OF FUNDS PREVIOUSLY BUDGETED IN THE CONTINGENT EXPENDITURE LINE ITEM TO ARCHITECT SERVICES AND CONSULTING SERVICES FOR THE ARCHITECTURAL AND WEB DEVELOPMENT WORK REQUIRED UNDER THE SETTLEMENT AGREEMENT WITH THE DEPARTMENT OF JUSTICE FOR ADA COMPLIANCE.

DATE SUBMITTED: 7-14-2015 Debra L. Bury  
 AUTHORIZED SIGNATURE  
 APPROVED BY PARENT COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_ \* PLEASE SIGN IN BLUE INK \*


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


RESOLUTION NO. 9299

BUDGET AMENDMENT

July 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00031

Fund 105 Capital Asset Replacement  
Dept. 059 Facilities Planning

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
533.04 Engineering Services	<u>\$125,828</u>
	Total \$125,828
Increased Revenue:	
334.85 Department of Commerce & Economic Opportunity	<u>\$120,116</u>
	Total \$120,116

REASON: To cover the Cost of the Facilities Condition Assessment to be Completed by Baily Edward Pursuant to Contract approved by County Board on June 18, 2015. The Increase in Revenue is the Result of Funding Received by the County from DCEO for Installation of Brookens Facility Mechanical Controls/Energy Efficiency Improvements

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July A.D. 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

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

FUND 105 CAPITAL ASSET REPLCMT FND DEPARTMENT 059 FACILITIES PLANNING

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
105-059-533.04 ENGINEERING SERVICES	0	17,670	143,498	125,828
TOTALS	0	17,670	143,498	125,828

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
105-059-334.85 DEPT COMMRC ECON OPPORTUN	0	0	120,116	120,116
TOTALS	0	0	120,116	120,116

**EXPLANATION:** THE INCREASE IN EXPENDITURE IS TO COVER THE COST OF THE FACILITIES CONDITION ASSESSMENT TO BE COMPLETED BY BAILY EDWARD PURSUANT TO CONTRACT APPROVED BY CO BD ON JUNE 18, 2015. THE INCREASE IN REVENUE IS THE RESULT OF FUNDING RECEIVED BY THE COUNTY FROM DCEO FOR INSTALLATION OF BROOKENS FACILITY MECHANICAL CONTROLS/ENERGY EFFICIENCY IMPROVEMENTS.

DATE SUBMITTED: 7-14-2015 AUTHORIZED SIGNATURE Debra L. Bury \*\* PLEASE SIGN IN BLUE INK \*\*

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

RESOLUTION NO. 9304

BUDGET AMENDMENT

July 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00032

Fund 075 Regional Planning Commission  
Dept. 615 Bicycle Route Application SmartPhone

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-time Employees	\$40,000
511.05 Temporary Salaries & Wages	\$3,000
522.01 Stationery & Printing	\$1,000
533.07 Professional Services	\$2,000
533.12 Job-Required Travel	\$1,500
533.29 Computer/Information Technical Services	\$1,000
533.70 Legal Notices, Advertising	\$750
533.85 Photocopy Services	<u>\$750</u>
Total	\$50,000
Increased Revenue:	
334.56 Illinois State Metro Planning Fund	<u>\$50,000</u>
Total	\$50,000

REASON: Pilot Program in Champaign County in partnership with IDOT to Gather Bicycle Route Data Utilizing Smartphones

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July A.D. 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

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

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 615 BICYCLE ROUTE APP SMRTPHN

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	50,000	50,000

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	50,000	50,000

EXPLANATION: SEE ATTACHED

DATE SUBMITTED:

7-15-15

AUTHORIZED SIGNATURE

\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:



This initiative focuses on the design and implementation of a pilot program in Champaign County in partnership with the Illinois Department of Transportation to gather bicycle route data utilizing smartphones. The objective is the development of an open source smartphone application that can be utilized throughout the State. While the project will provide valuable bicycle route data for planning efforts in Champaign County, it will also serve as an opportunity to develop technologies that are scalable for use in communities throughout Illinois. Any code developed for the smartphone application and web application will be licensed under the GNU General Public License (GPL) or another similar open source license. Code will be published on GitHub or a similar code repository for easy access and modification by other agencies throughout Illinois. The spatial database and web application will be implemented on cloud platforms that can be scaled or replicated easily, allowing other Illinois metropolitan planning organizations and agencies to implement their own bicycle route tracking system with minimal investment. Similarly, analysis procedures will be documented for use by other agencies.

In Champaign County, the data collected using the smartphone application will enhance ongoing planning and modeling efforts. Public comments received as part of Long Range Transportation Plan - Sustainable Choices 2040 document bicycle safety concerns at locations throughout the metropolitan planning area, and the plan outlines a vision for expanding and increasing access to bicycle facilities. Reliable bicycle route data will allow RPC staff to analyze whether planned improvements correspond to the most heavily used routes and whether proposed facilities are likely to improve bicycle mobility. In addition, these data will be used to calibrate the countywide Travel Demand Model as well as the neighborhood-level Local Accessibility and Mobility Analysis, allowing for more accurate modeling of cyclist behavior and route selection. By providing a means of collecting accurate bicycle route data, the project will allow metropolitan planning organizations and other agencies to improve access to the bicycle network by focusing outreach and investment in underserved areas and populations.

RESOLUTION NO. 9305

BUDGET AMENDMENT

July 2015

FY 2015

WHEREAS, The County Board has approved the following amendment to the FY2015 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2015 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2015 budget.

Budget Amendment #15-00033

Fund 075 Regional Planning Commission  
Dept. 620 Decision Support CCDDDB

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-time Employees	\$45,000
522.02 Office Supplies	\$250
522.04 Copier Supplies	\$250
522.06 Postage, UPS, Federal Express	\$200
533.12 Job-Required Travel	\$2,000
533.85 Photocopy Services	\$300
	<hr/>
Total	\$48,000
Increased Revenue:	
336.23 Champaign County Developmental Disabilities Board	\$48,000
	<hr/>
Total	\$48,000

REASON: to Provide Assistance to Individuals Who are Eligible and Potentially Eligible to Receive Medicaid-Waivered Services for Persons with Developmental Disabilities Based on Pre-Admission Screening Assessment

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July A.D. 2015.

\_\_\_\_\_  
Patsi Petrie, Chair  
Champaign County Board

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

FUND 075 REGIONAL PLANNING COMM DEPARTMENT 620 DECISION SUPPORT CCDD

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	48,000	48,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	48,000	48,000

EXPLANATION: SEE ATTACHED

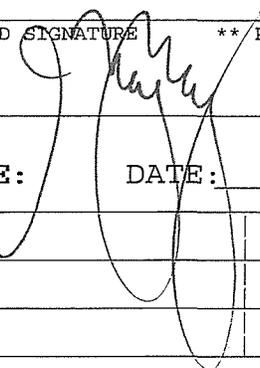
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\_\_\_\_\_

DATE SUBMITTED: 7-15-15

AUTHORIZED SIGNATURE:  \*\* PLEASE SIGN IN BLUE INK \*\*

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

\_\_\_\_\_

\_\_\_\_\_



This initiative will provide assistance to individuals who are eligible/potentially eligible to receive Medicaid-waivered services for persons with developmental disabilities based on a pre-admission screening (PAS) assessment and who have limited financial resources to meet the cost of their care, including persons who are/request to be registered on the PUNS (Prioritization for Urgency of Need of Services) Statewide database, persons with developmental disabilities that are exiting school, persons with developmental disabilities seeking to move closer to family in Champaign County, persons possibly having a developmental disabilities diagnosis that may be first hearing about available services, and persons transitioning from State Operated Residential Developmental Centers into smaller or community-based living choices.

The RPC will leverage its role as the designated pre-admission screening (PAS) agency for Champaign County by adding additional data collection, client tracking, and case management activities that are not currently funded by the IL Department of Human Services under this role but would assist the Mental Health and Developmental Disabilities Boards with a more comprehensive picture of local needs and provide better information and swifter access for persons with developmental disabilities to required services.

RESOLUTION NO. 9301

RESOLUTION AUTHORIZING THE CANCELLATION OF THE APPROPRIATE  
CERTIFICATE OF PURCHASE ON A MOBILE HOME,  
PERMANENT PARCEL NUMBER 03-002-0099

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

WHEREAS, Pursuant to this program, the County of Champaign as Trustee for the Taxing Districts, has acquired an interest in the following described mobile home:

VIN: 1470PB14271  
Yr./Sq. Ft.: 1983/924  
Permanent Parcel Number: 03-002-0099

Commonly known as: 4809 Windsor Rd. #D22

As described in certificate(s): 12 sold on October 25, 2012; and

WHEREAS, It appears to the County Board that it would be in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property; and

WHEREAS, Fernando Ramirez has paid the total sum of \$1,164.92 and a request for surrender of the tax sale certificate has been presented to the County Board and at the same time it having been determined the County shall receive \$646.01 as a return for its Certificate of Purchase. The County Clerk shall receive \$51.00 for cancellation of Certificate and to reimburse the revolving account the charges advanced therefrom; and the remainder shall be the sums due the Tax Agent for his services; and

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, that the County Board Chair authorizes the cancellation of the appropriate Certificate of Purchase on the above described mobile home for the sum of \$646.01 to be paid to the Treasurer of Champaign County Illinois, which shall be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July 2015.

\_\_\_\_\_  
Pattsi Petrie, Chair  
Champaign County Board

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

**RESOLUTION**



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

WHEREAS, Pursuant to this program, the County of Champaign, as Trustee for the Taxing Districts, has acquired an interest in the following described mobile home:

MH PARK:  
VIN: 1470PB14271  
YR/SQ FT: 1983 / 924

PERMANENT PARCEL NUMBER: 03-002-0099

As described in certificate(s): 12 sold on October 25, 2012

Commonly known as: 4809 WINDSOR RD #D22

and it appearing to the Budget & Finance Committee that it would be to the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Fernando Ramirez, has paid \$1,164.92 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Budget & Finance Committee and at the same time it having been determined that the County shall receive \$646.01 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$51.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the agent for his services.

THEREFORE, your Budget & Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the Chairman of the Board of Champaign County, Illinois, authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described mobile home for the sum of \$646.01 to be paid to the Treasurer of Champaign County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

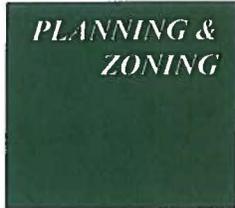
ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

Champaign County  
Department of



Brookens Administrative  
Center  
1776 E. Washington Street  
Urbana, Illinois 61802

(217) 384-3708  
[zoningdept@co.champaign.il.us](mailto:zoningdept@co.champaign.il.us)  
[www.co.champaign.il.us/zoning](http://www.co.champaign.il.us/zoning)

To: **Champaign County Board**

From: **John Hall, Zoning Administrator**  
**Susan Chavarria, Senior Planner**

Date: **July 10, 2015**

RE: **Recommendation for rezoning Case 799-AM-15**

Request: Amend the Zoning Map to change the zoning district designation from the AG-1 Agriculture Zoning District to the AG-2 Agriculture Zoning District in order to operate the proposed Special Use in related Zoning Case 800-S-15 on a 3.67 acre tract in Urbana Township in the Northeast Quarter of the Southeast Quarter of Section 25 of Township 19N, Range 9 East of the Third Principal Meridian and commonly known as the farmstead located at 1341 CR 1800 E, Urbana.

Petitioner: **Joyce Hudson, d.b.a. Hudson Farm Weddings and Events LLC**

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### *STATUS*

The Zoning Board of Appeals (ZBA) voted unanimously to “RECOMMEND ENACTMENT” of this map amendment at their June 25, 2015 meeting.

The ZBA approved the related Special Use case 800-S-15 to authorize the remodeling of existing farm buildings for the establishment and use of an Event Center as a combination “Private Indoor Recreational Development” and “Outdoor Commercial Recreational Enterprise” at their June 25, 2015 meeting.

All public comments received have been favorable to the requested rezoning and special use.

The ZBA found that the rezoning achieved or conformed to all relevant Goals, Objectives, and Policies from the Champaign County Land Resource Management Plan.

A special condition of approval (below) was recommended by staff and agreed upon by the Petitioner.

This case is not located within 1.5 miles of any municipality.

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### **BACKGROUND**

Petitioner Joyce Hudson established Hudson Farm Wedding and Events LLC in October 2013 on her existing farmstead. The Zoning Department was made aware of large events taking place at the subject property in July 2014. The proposed event center is not a permitted use in the AG-1 Zoning District. Rezoning to AG-2 is necessary for the events center to be approved as a Special Use. The completed and proposed renovations will not alter the rural character of the property or its surroundings.

## **SPECIAL CONDITIONS FOR PROPOSED MAP AMENDMENT**

The Zoning Board of Appeals recommends approval of the following special condition for Case 800-S-15 (see Attachment D to this memo - Right to Farm Resolution 3425).

- A. The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.**

The above special condition is necessary to ensure the following:

**Conformance with Policy 4.2.3 of the Land Resource Management Plan.**

## **SPECIAL CONDITIONS FOR SPECIAL USE CASE**

The Zoning Board of Appeals approved the following special conditions for related Case 800-S-15:

- A. The Petitioner may continue ongoing operations on the subject property provided the Petitioner complies with the following:**
- (1) The Petitioner shall apply to the Department of Planning and Zoning for a Change of Use Permit within four weeks of receiving a final determination by the County Board in related Case 799-AM-15; and**
  - (2) A Zoning Compliance Certificate certifying compliance with all special conditions in this zoning case shall be received within 12 months of a final determination by the County Board in related Case 799-AM-15 except that a septic system may be constructed at a later time provided that a new Change of Use Permit is applied for at that time; and**
  - (3) Failure to meet any of the above deadlines shall be a violation of the Zoning Ordinance and subject to normal enforcement procedures including appropriate legal action.**

The special condition stated above is required to ensure the following:

**The ongoing operations may continue but will comply with all special conditions by a date certain.**

- B. The following condition will ensure that any new septic system is built as approved by the Champaign County Health Department and documented with a Change of Use Permit:**
- (1) The area proposed for any new septic system shall be identified, marked off, and protected from compaction prior to any construction on the subject property.**
  - (2) The Zoning Administrator shall verify that the area proposed for any new septic system is identified, marked off, and protected from compaction prior to approval of the Change of Use Permit documenting the new septic system.**
  - (3) The Change of Use Permit Application documenting the construction and establishment of any new septic system shall include the following:**

- a. **A true and correct copy of an approved COUNTY Health Department PERMIT for construction of the private sewage disposal system.**
  - b. **The site plan for the Change of Use Permit Application shall indicate the identical area for the private sewage disposal system as approved in the COUNTY Health Department PERMIT and only the private sewage disposal system approved by the COUNTY Health Department may occupy that portion of the LOT.**
- (4) A true and correct copy of the COUNTY Health Department Certificate of Approval for the private sewage disposal system shall be submitted to the Zoning Administrator prior to the use of any new septic system.**

The special condition stated above is required to ensure the following:

**Any new septic system is in compliance with the Champaign County Zoning Ordinance.**

- C. **The Zoning Administrator shall not issue a Zoning Compliance Certificate for the proposed Private Indoor Recreational Development/Outdoor Commercial Recreational Enterprise until the petitioner has demonstrated that the proposed Special Use complies with the Illinois Accessibility Code.**

The special condition stated above is necessary to ensure the following:

**That the proposed Special Use meets applicable state requirements for accessibility.**

- D. **All onsite Special Use activities shall be in compliance at all times with the Champaign County Health Ordinance, the Champaign County Liquor Ordinance, and the Champaign County Recreation and Entertainment Ordinance.**

The special condition stated above is required to ensure the following:

**That the proposed Special Use is in ongoing compliance with all applicable County requirements.**

- E. **No parking shall occur in the public street right of way.**

The special condition state above is required to ensure the following:

**That the proposed Special Use is not injurious to the neighborhood.**

- F. **All disposal of human wastes from the proposed special use permit shall be in compliance with the Illinois Private Sewage Disposal Code (77 IAC 905) and the Champaign County Health Ordinance.**

The special condition stated above is required to ensure the following:

**To protect public health.**

- G. **This special use permit does not authorize onsite food preparation or the construction of any food preparation area or kitchen.**

The special condition stated above is required to ensure the following:

**To protect public health.**

- H. There are no limits to the number of events that may be held at the proposed special use and no limit as to when events may occur during the calendar year with the exception that events at the subject property shall not be held daily during any week (i.e. on each day of the week) during the planting season (generally mid-April to end of May) or during the harvest season (generally mid-September through November) and all events during these agriculturally important periods shall be coordinated with nearby farmers.**

The special condition stated above is required to ensure the following:

**To ensure that the proposed Special Use (particularly under different ownership) continues to respect the needs of nearby farmers.**

- I. The Special Use Permit shall be void upon the receipt by the Zoning Administrator of written complaints about interruption of farming activities from the farmers and/or landowners of more than 50% of the farmland frontage on CR1800E between Windsor Road (CR1400N) and CR1250N, during any one planting season (generally mid-April to the end of May) or during any one harvest season (generally mid-September through November).**

The special condition stated above is required to ensure the following:

**To provide a means of enforcement and accountability if the proposed special use (particularly under different ownership) does not adequately respect the needs of nearby farmers.**

- J. The Petitioner shall file a list of the approved special conditions in Case 800-S-15 as a Miscellaneous Document at the Champaign County Recorder's Office within 30 days of the approval of Case 799-AM-15 by the County Board.**

The special condition stated above is required to ensure the following:

**That potential future owners of the subject property are aware of the special conditions of the special use permit.**

#### **ATTACHMENTS**

- A Case Maps (Location, Land Use, Zoning)**
- B Revised Site Plan and Floor Plans received June 16, 2015**
- C Summary Finding of Fact for Case 799-AM-15**
- D Copy of Right to Farm Resolution 3425**

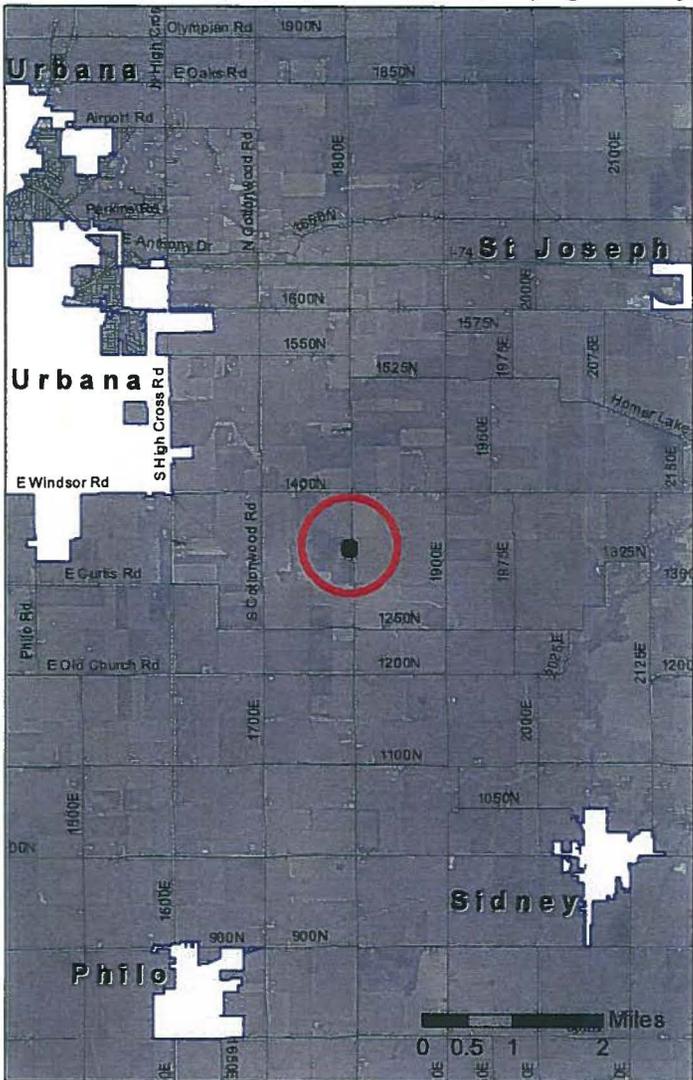
# Location Map

Cases 799-AM-15  
July 23, 2015

Subject Property



Property location in Champaign County



### Legend

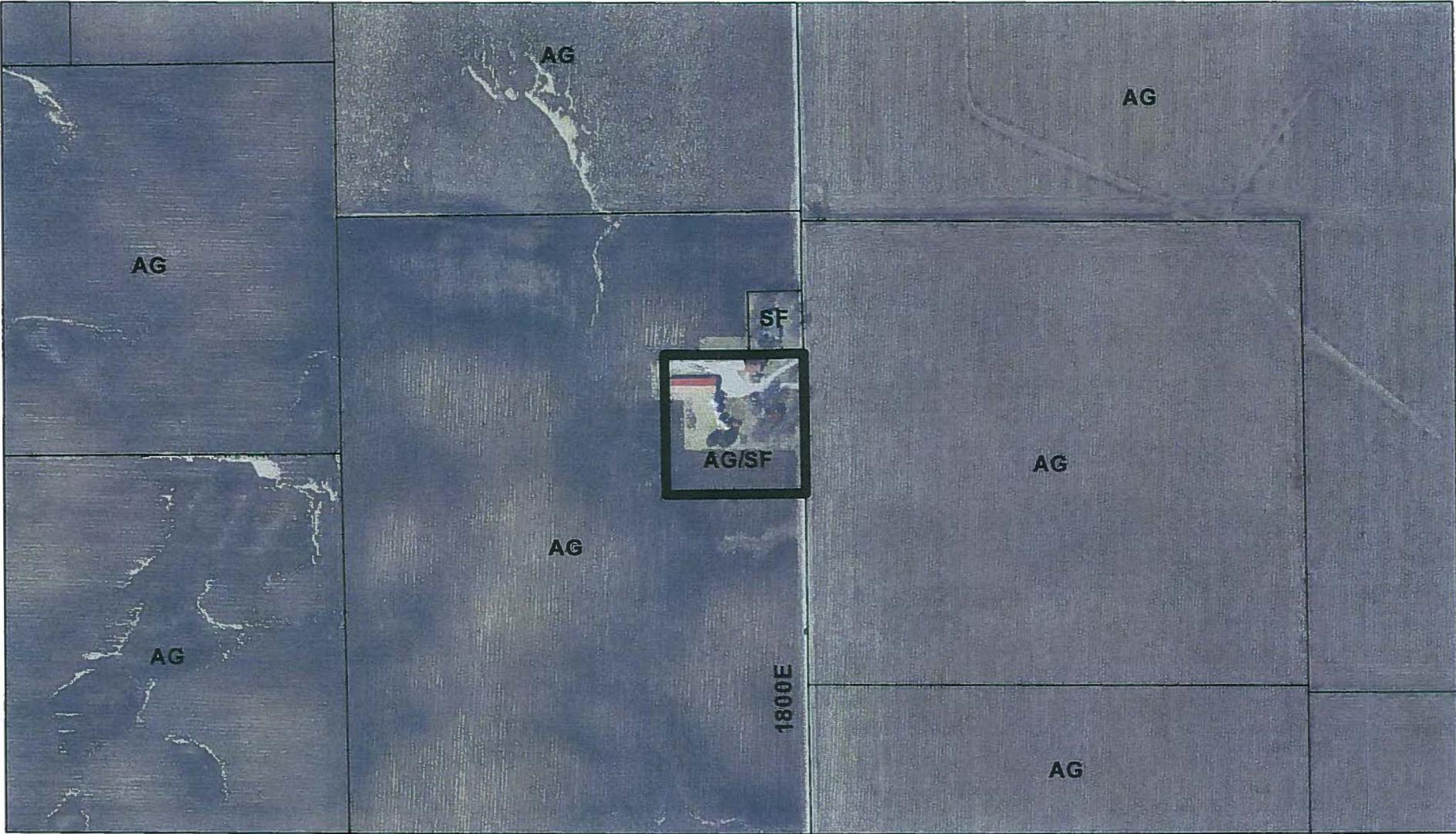
-  Subject Property
-  Parcels



Champaign County  
Department of  
PLANNING &  
ZONING

# Land Use Map

Case 799-AM-15  
July 23, 2015



**Legend**

-  Subject Property
-  Parcels



# Zoning Map

Case 799-AM-15  
July 23, 2015



## Legend

-  Subject Property
-  Parcels

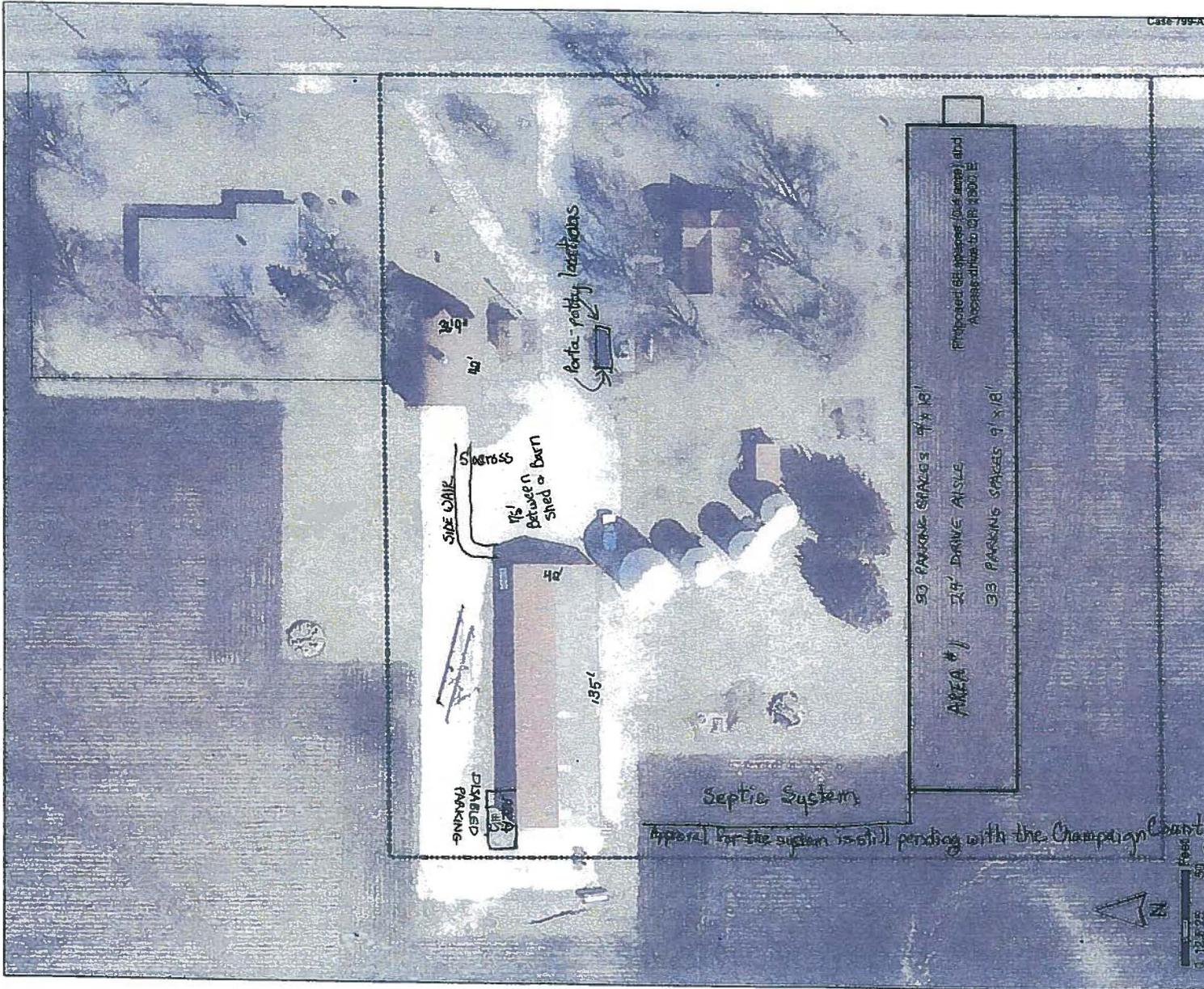
0 100 200 400 Feet



Champaign County  
Department of  
PLANNING &  
ZONING

# Site Plan

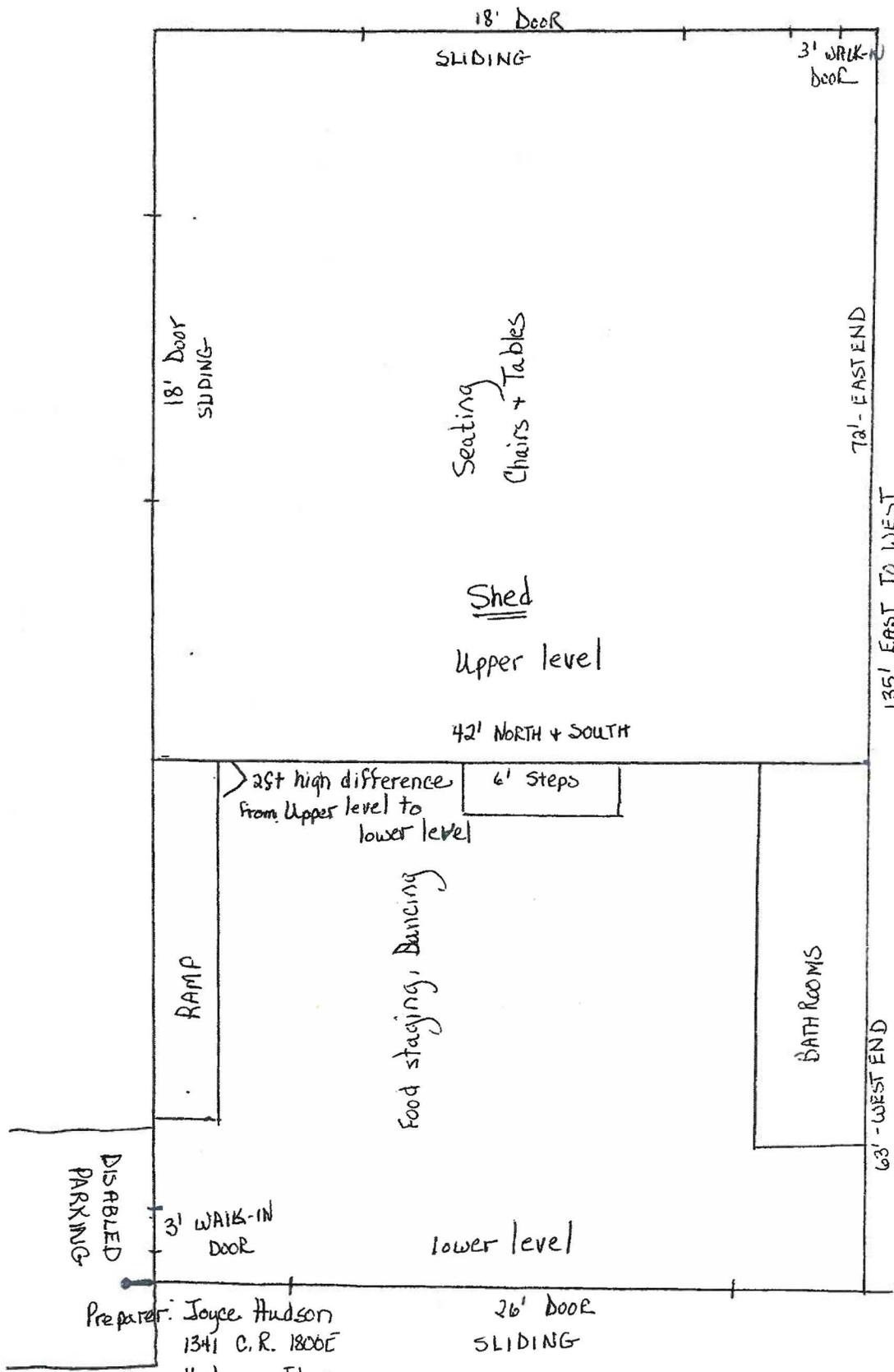
Cases 799-AM-15, 800-S-15, and 801-V-15



Preparer  
 Joyce Hudson  
 1341 C.R. 1800E  
 Urbana, IL  
 61802  
 6-14-15

Approval for the system is still pending with the Champaign County Health Department

**RECEIVED**  
 JUN 16 2015  
 CHAMPAIGN CO. P & Z DEPARTMENT



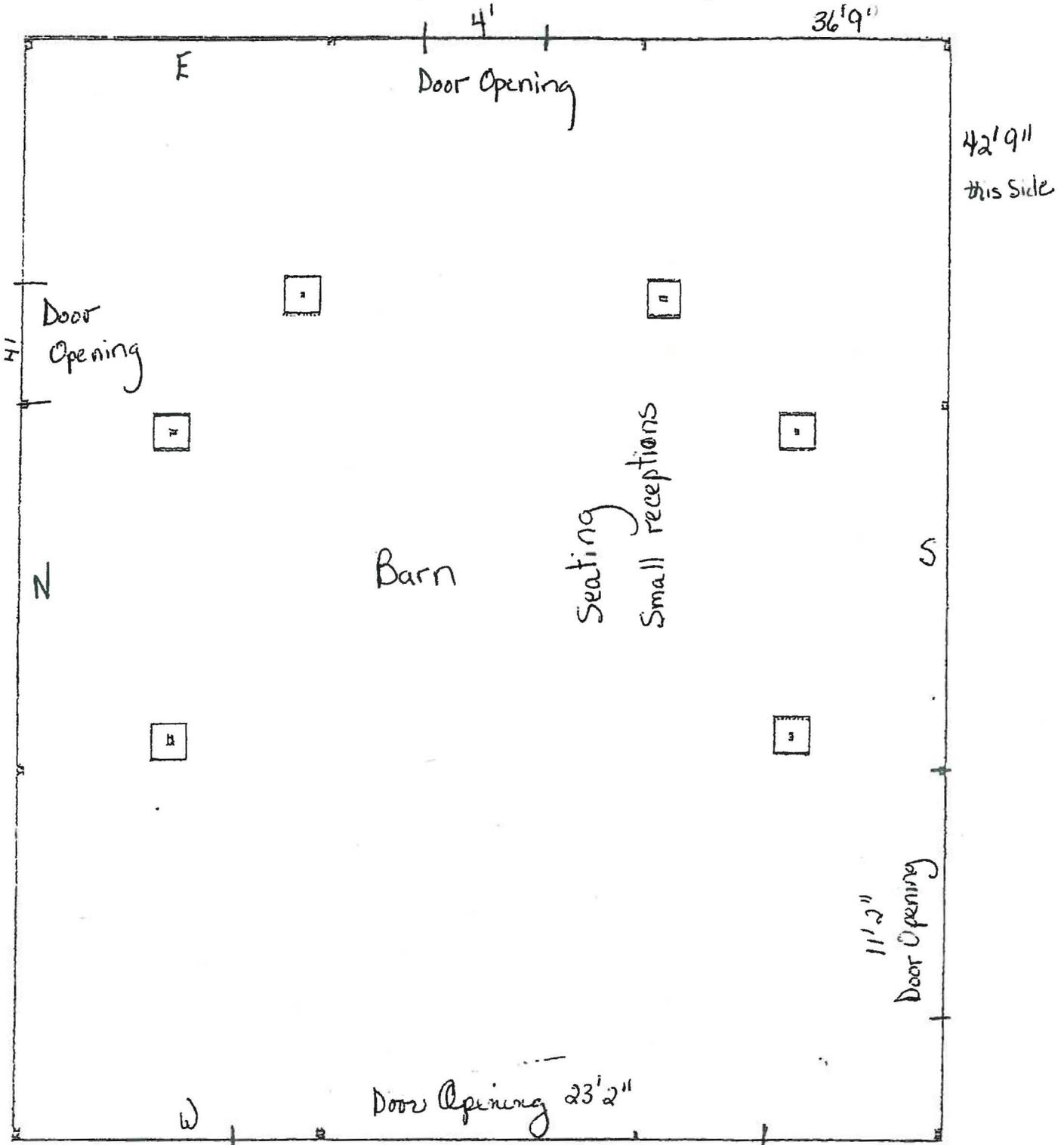
Prepared: Joyce Hudson  
 1341 C.R. 1800E  
 Urbana, IL 61802  
 6-14-15

RECEIVED  
 JUN 16 2015  
 CHAMPAIGN CO. P & Z DEPARTMENT

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JUN 16 2015

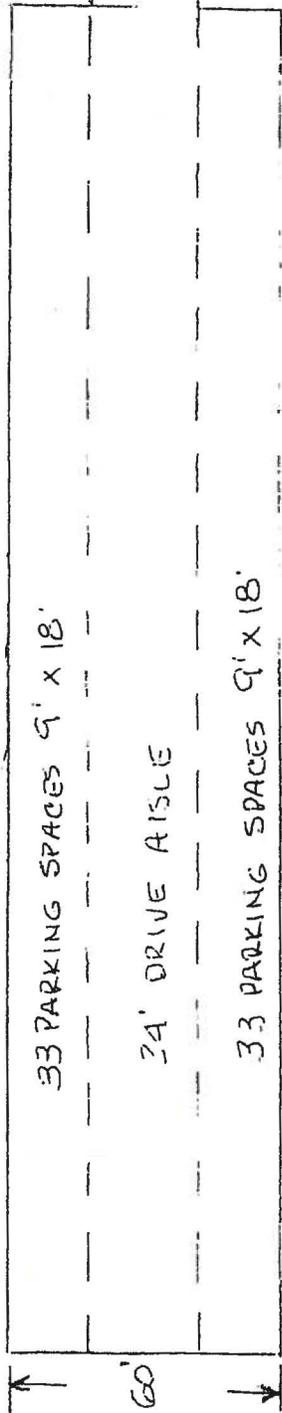
CHAMPAIGN CO. P & Z DEPARTMENT



Preparer: Joyce Hudson  
 1341 C.R. 1800E  
 Urbana, IL 61802  
 6-14-15

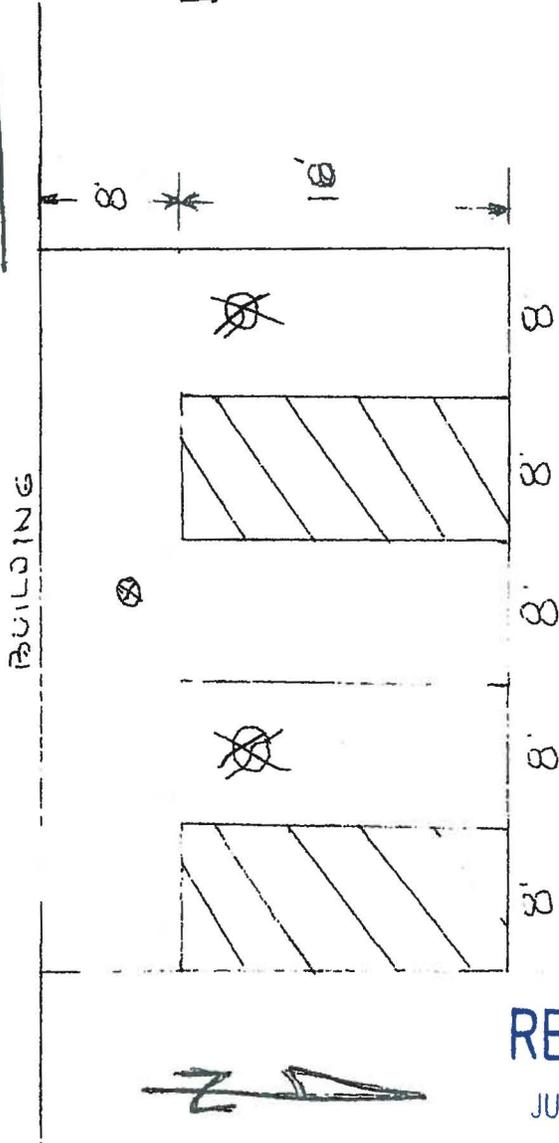
36'9"  
 This Side

Area #1



ROAD

Area #2



NOTE

⊗ Power Pole - NO Power Pole

Disabled Parking

Cross Equipment  
 Jeff Cross - Preparer  
 3515 S Cottonwood Rd  
 Urbana, IL  
 61802  
 Date - 6-3-15

RECEIVED

JUN 16 2015

CHAMPAIGN CO. P & Z DEPARTMENT

## SUMMARY FINDING OF FACT

From the documents of record and the testimony and exhibits received at the public hearing conducted on **April 16, 2015, May 28, 2015, and June 25, 2015**, the Zoning Board of Appeals of Champaign County finds that:

1. The proposed Zoning Ordinance map amendment will **HELP ACHIEVE** the Land Resource Management Plan because:
  - A. Regarding Goal 3:
    - (1) Although the proposed rezoning is **NOT DIRECTLY RELEVANT** to any of the Goal 3 objectives, the proposed rezoning will allow the petitioner to utilize the property somewhat more intensively and continue business operations in Champaign County.
    - (2) Based on achievement of the above and because it will either not impede or is not relevant to the other Objectives and Policies under this goal, the proposed map amendment will **HELP ACHIEVE** Goal 3 Prosperity.
  - B. Regarding Goal 4:
    - (1) It will **HELP ACHIEVE** Objective 4.3 requiring any discretionary development to be on a suitable site because it will **HELP ACHIEVE** the following:
      - a. Policy 4.3.5 requiring that a business or non-residential use establish on best prime farmland only if it serves surrounding agriculture and is appropriate in a rural area (see Item 13.C.(4)).
      - b. Policy 4.3.4 requiring existing public infrastructure be adequate to support the proposed development effectively and safely without undue public expense (see Item 13.C.(3)).
      - c. Policy 4.3.3 requiring existing public services be adequate to support the proposed development effectively and safely without undue public expense (see Item 13.C.(2)).
      - d. Policy 4.3.2 requiring a discretionary development on best prime farmland to be well-suited overall (see Item 13.C.(1)).
    - (2) It will **HELP ACHIEVE** Objective 4.2 requiring discretionary development to not interfere with agriculture because it will **HELP ACHIEVE** the following:
      - a. Policy 4.2.4 requiring that all discretionary review consider whether a buffer between existing agricultural operations and the proposed development is necessary (see Item 13.B.(4)).
      - b. Policy 4.2.3 requiring that each proposed *discretionary development* explicitly recognize and provide for the right of agricultural activities to continue on adjacent land (see Item 13.B.(3)).
      - c. Policy 4.2.2 requiring discretionary development in a rural area to not interfere with agriculture or negatively affect rural infrastructure (see Item 13.B.(2)).

- d. Policy 4.2.1 requiring a proposed business in a rural area to support agriculture or provide a service that is better provided in the rural area (see Item 13.B.(1)).
- (3) It will **HELP ACHIEVE** Objective 4.1 requiring minimization of the fragmentation of farmland, conservation of farmland, and stringent development standards on best prime farmland because it will **HELP ACHIEVE** the following:
- a. Policy 4.1.6 requiring that the use, design, site and location are consistent with policies regarding suitability, adequacy of infrastructure and public services, conflict with agriculture, conversion of farmland, and disturbance of natural areas (see Item 13.A.(3)).
  - b. Policy 4.1.1, which states that commercial agriculture is the highest and best use of land in the areas of Champaign County that are by virtue of topography, soil and drainage, suited to its pursuit. The County will not accommodate other land uses except under very restricted conditions or in areas of less productive soils (see Item 13.A.(2)).
- (4) Based on achievement of the above Objectives and Policies, the proposed map amendment will **HELP ACHIEVE** Goal 4 Agriculture.
- C. Regarding Goal 5:
- (1) The proposed amendment **CONFORMS** to Goal 5 because it will **HELP ACHIEVE** the following:
    - a. Policy 5.1.1 requiring that the County will encourage new urban development to occur within the boundaries of incorporated municipalities (see Item 14.A.(2)).
  - (2) Based on achievement of the above Objective and Policy, the proposed map amendment will **HELP ACHIEVE** Goal 5 Urban Land Use.
- D. Regarding Goal 6:
- (1) The proposed amendment **CONFORMS** to Goal 6 because it will **HELP ACHIEVE** the following:
    - a. Policy 6.1.2 requiring that the County will ensure that the proposed wastewater disposal and treatment systems of discretionary development will not endanger public health, create nuisance conditions for adjacent uses, or negatively impact surface or groundwater quality (see Item 15.A.(2)).
  - (2) Based on achievement of the above Objective and Policy, the proposed map amendment will **HELP ACHIEVE** Goal 6 Public Health and Safety.
- E. Regarding Goal 7:
- (1) The proposed amendment **CONFORMS** to Goal 7 because it will **HELP ACHIEVE** the following:
    - a. Policy 7.1.1 requiring traffic impact analyses for projects with significant traffic generation.

(2) Based on achievement of the above Objective and Policy, the proposed map amendment will **HELP ACHIEVE** Goal 7 Transportation.

F. The proposed amendment **WILL NOT IMPEDE** the following LRMP goal(s):

- Goal 1 Planning and Public Involvement
- Goal 2 Governmental Coordination
- Goal 8 Natural Resources
- Goal 9 Energy Conservation
- Goal 10 Cultural Amenities

G. Overall, the proposed map amendment will **HELP ACHIEVE** the Land Resource Management Plan.

2. The proposed Zoning Ordinance map amendment **IS** consistent with the *LaSalle* and *Sinclair* factors because of the following:

A. This area is primarily an agricultural area and the subject property has been a farmstead for decades.

B. It is impossible to establish property values without a formal real estate appraisal which has not been requested nor provided and so any discussion of values is necessarily general.

C. There has been no evidence submitted regarding property values. This area is primarily an agricultural area and the subject property has been a farmstead for decades.

D. The gain to the public of the proposed rezoning could be positive because the proposed amendment would allow the Petitioner to provide a service to the community while preserving agricultural land uses and activities.

E. The subject property is occupied and in agricultural use as zoned AG-1.

F. The ZBA has recommended that the proposed rezoning will **HELP ACHIEVE** Policy 4.2.1 regarding whether the proposed use **IS** a service better provided in a rural area.

G. The ZBA has recommended that the proposed rezoning will **HELP ACHIEVE** the Champaign County Land Resource Management Plan.

3. The proposed Zoning Ordinance map amendment will **HELP ACHIEVE** the purpose of the Zoning Ordinance because:

A. Establishing the special use as originally proposed by the Petitioner, which requires rezoning to AG-2, **WILL** lessen and avoid congestion in the public streets (Purpose 2.0 (c) see Item 21.C.).

B. Establishing the AG-2 District at this location **WILL** help classify, regulate, and restrict the location of the uses authorized in the AG-2 District (Purpose 2.0 (i) see Item 21.G.).

- C. Establishing the AG-2 District in this location **WILL** help protect the most productive agricultural lands from haphazard and unplanned intrusions of urban uses ((Purpose 2.0 (n) Item 21.I).
- D. Establishing the AG-2 District at this location **WILL** maintain the rural character of the site (Purpose 2.0 (q) Item 21.L).
- E. The proposed rezoning and proposed Special Use **WILL NOT** hinder the development of renewable energy sources (Purpose 2.0(r) Item 21.M).

**RESOLUTION NO. 3425**

**A RESOLUTION PERTAINING TO THE  
RIGHT TO FARM IN CHAMPAIGN COUNTY**

**WHEREAS, the Chairman and the Board of Champaign County have determined that it is in the best interest of the residents of Champaign County to enact a Right to Farm Resolution which reflects the essence of the Farm Nuisance Suit Act as provided for in the Illinois Compiled Statutes, 740 ILCS 70 (1992); and**

**WHEREAS, the County wishes to conserve, protect, and encourage development and improvement of its agricultural land for the production of food and other agricultural products; and**

**WHEREAS, when nonagricultural land uses extend into agricultural areas, farms often become the subject of nuisance suits. As a result, farms are sometimes forced to cease operations. Others are discouraged from making investments in farm improvements.**

**NOW, THEREFORE, BE IT HEREBY RESOLVED by the Chairman and the Board of Champaign County as follows:**

- 1. That the purpose of this resolution is to reduce the loss to the county of its agricultural resources by limiting the circumstances under which farming operations are deemed a nuisance.**
- 2. That the term "farm" as used in this resolution means that part of any parcel of land used for the growing and harvesting of crops, for the feeding, breeding, and management of livestock; for dairying or other agricultural or horticultural use or combination thereof.**
- 3. That no farm or any of its appurtenances should be or become a private or public nuisance because of any changed conditions in the surrounding area occurring after the farm has been in operation for more than one year, when such farm was not a nuisance at the time it began operation.**

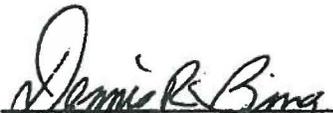
RESOLUTION NO. 3425

Page 2

4. That these provisions shall not apply whenever a nuisance results from the negligent or improper operation of any farm or its appurtenances.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 24th day of May, A.D., 1994.

  
\_\_\_\_\_  
Chairman, County Board of the  
County of Champaign, Illinois

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

**ORDINANCE NO. 965  
ORDINANCE AMENDING ZONING ORDINANCE  
FOR A ZONING MAP AMENDMENT ON CERTAIN PROPERTY**

**799-AM-15**

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation for approval, and forwarded to this Board Zoning Case 799-AM-15;

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

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

1. That Resolution No. 971, *The Zoning Ordinance of the County of Champaign, Illinois*, be amended by reclassifying from AG-1 Agriculture to AG-2 Agriculture on the following described real estate:

Beginning on the East line of the Southeast Quarter of Section 25, 407.7 feet South of the Northeast corner of said Southeast Quarter, running thence South 400 feet on said East line, thence 90 degrees 0' to the right (westerly) 400 feet, thence North 400 feet parallel with said East line, thence Easterly 400 feet to the place of beginning, containing 3.67 acres, more or less, situated in Champaign County, Illinois all of said property being located in Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, IL.

2. That the reclassification of the above described real estate be subject to the following condition:

The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.

3. That the boundary lines of the Zoning Map be changed in accordance with the provisions hereof

PRESENTED, PASSED, APPROVED AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

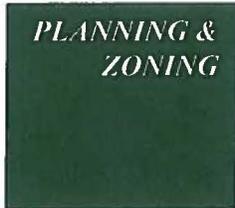
SIGNED:

ATTEST:

\_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

\_\_\_\_\_  
Gordy Hulten, County Clerk &  
*ex officio* Clerk of the County Board

Champaign County  
Department of



Brookens Administrative  
Center  
1776 E. Washington Street  
Urbana, Illinois 61802

(217) 384-3708  
[zoningdept@co.champaign.il.us](mailto:zoningdept@co.champaign.il.us)  
[www.co.champaign.il.us/zoning](http://www.co.champaign.il.us/zoning)

To: **Champaign County Board**

From: **John Hall, Zoning Administrator**  
**Susan Chavarria, Senior Planner**

Date: **July 10, 2015**

RE: **Recommendation for rezoning Case 804-AM-15**

Request: Amend the Zoning Map to change the zoning district designation from the I-1 Light Industry Zoning District to the B-4 General Business Zoning District in order to operate a diesel truck maintenance facility with truck sales on a 6 acre tract in part of the Northeast Quarter of the Northwest Quarter of Section 24, Township 20N Range 8E in Hensley Township and commonly known as 309 West Hensley Road, Champaign.

Petitioner: **Kimberly Young d.b.a. Quick Leasing Inc.**

---

### *STATUS*

The Zoning Board of Appeals (ZBA) voted unanimously to "RECOMMEND ENACTMENT" of this map amendment at their June 25, 2015 meeting.

The ZBA found that the rezoning achieved or conformed to all relevant Goals, Objectives, and Policies from the Champaign County Land Resource Management Plan.

This case is not located within 1.5 miles of any municipality.

Special conditions of approval were recommended.

No objections have been received to date.

---

### **BACKGROUND**

Kimberly Young d.b.a. Quick Leasing Inc. requests to rezone property at 309 West Hensley Road, Champaign, from its current I-1 Light Industry zoning designation to the B-4 General Business zoning designation. The property currently houses Gire Roofing, which will relocate.

The petitioner requests the rezoning in order to immediately sell the property to an interested buyer who cannot establish the desired business under the current I-1 zoning. The proposed use is a diesel truck repair and sales facility. The sale of the property is contingent upon rezoning approval.

### **SPECIAL CONDITIONS**

The ZBA approved several special conditions which were agreed upon by the petitioner:

- A. **No Zoning Use Permit for expansion of building area or parking area and no Change of Use Permit authorizing a different use with a greater wastewater load shall be approved without**

**documentation that the Champaign County Health Department has determined the existing or proposed septic system will be adequate for that proposed use.**

The above special condition is required to ensure:

**That the existing septic system is adequate and to prevent wastewater runoff onto neighboring properties.**

- B. A Change of Use Permit shall be applied for within 30 days of the approval of Case 804-AM-15 by the County Board.**

The above special condition is required to ensure the following:

**The establishment of the proposed use shall be properly documented as required by the Zoning Ordinance.**

- C. LRMP Policy 4.2.3 requires discretionary development and urban development to explicitly recognize and provide for the right of agricultural activities to continue on adjacent land. The following condition is intended to provide for that:**

**The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.**

The above special condition is necessary to ensure the following:

**Conformance with policies 4.2.3 and 5.1.5.**

## **ATTACHMENTS**

- A Case Maps (Location, Land Use, Zoning)**
- B Summary Finding of Fact approved by ZBA on June 25, 2015**
- C Copy of Right to Farm Resolution 3425**

# Location Map

Case 804-AM-15  
July 23, 2015

Subject Property



Property location in Champaign County



## Legend

 Subject Property



Champaign County  
Department of  
PLANNING &  
ZONING

# Land Use Map

Case 804-AM-15  
July 23, 2015



## Legend

-  Subject Property
-  Agriculture
-  Commercial

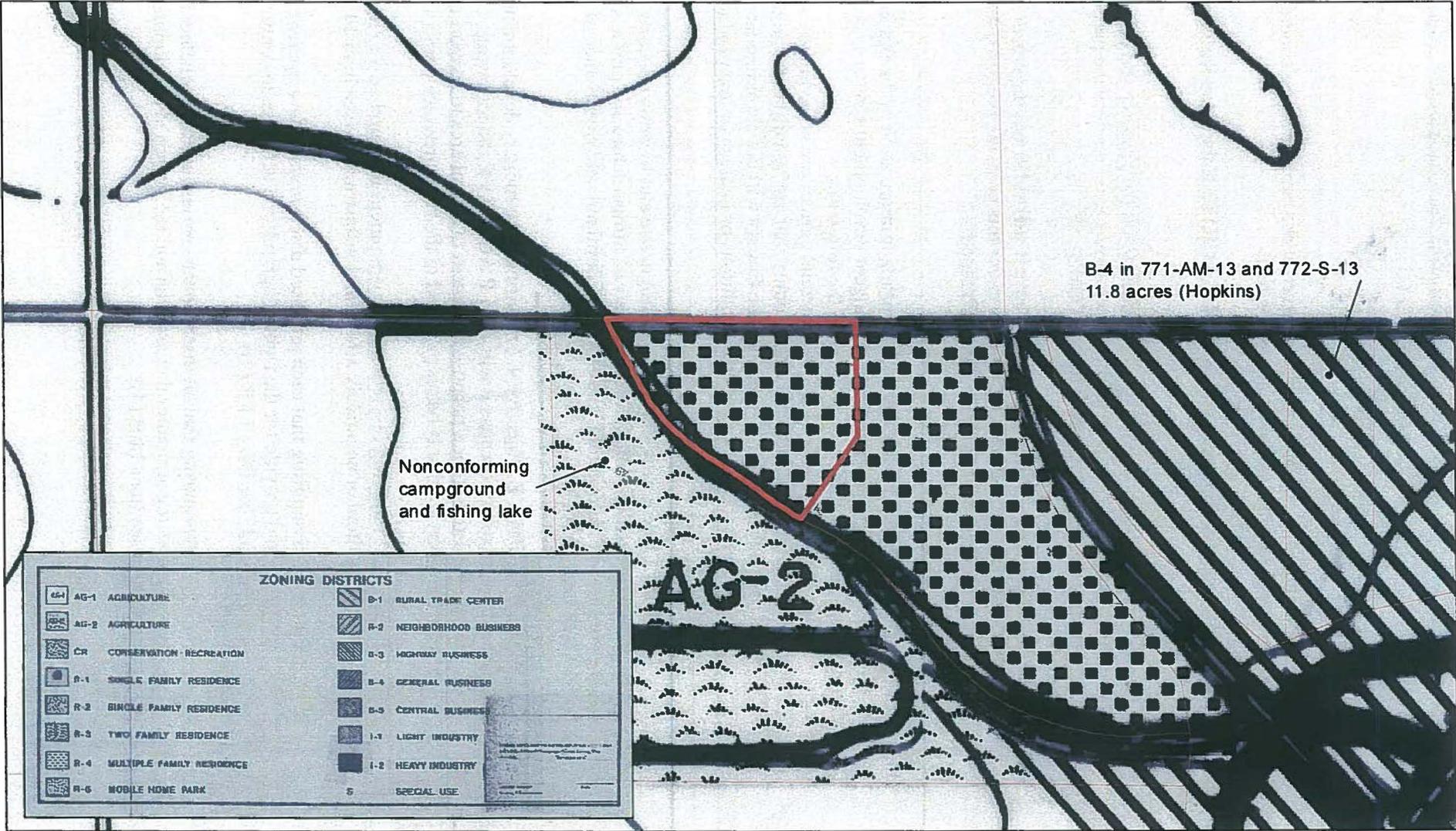
0 100 200 400 Feet



Champaign County  
Department of  
PLANNING &  
ZONING

# Zoning Map

Case 804-AM-15  
July 23, 2015



ZONING DISTRICTS	
AG-1 AGRICULTURE	B-1 RURAL TRADE CENTER
AG-2 AGRICULTURE	B-2 NEIGHBORHOOD BUSINESS
CR CONSERVATION RECREATION	B-3 HIGHWAY BUSINESS
R-1 SINGLE FAMILY RESIDENCE	B-4 GENERAL BUSINESS
R-2 SINGLE FAMILY RESIDENCE	B-5 CENTRAL BUSINESS
R-3 TWO FAMILY RESIDENCE	I-1 LIGHT INDUSTRY
R-4 MULTIPLE FAMILY RESIDENCE	I-2 HEAVY INDUSTRY
R-6 MOBILE HOME PARK	S SPECIAL USE

### Legend

Subject Property



Champaign County  
Department of  
PLANNING &  
ZONING

## SUMMARY FINDING OF FACT

From the documents of record and the testimony and exhibits received at the public hearing conducted on **June 25, 2015**, the Zoning Board of Appeals of Champaign County finds that:

1. The proposed Zoning Ordinance map amendment will **HELP ACHIEVE** the Land Resource Management Plan because:
  - A. Regarding Goal 3:
    - (1) The proposed rezoning will allow the Petitioner to sell the property and permit the new owners to conduct their business under proper zoning and therefore the proposed rezoning can be said to **HELP ACHIEVE** Goal 3.
    - (2) Based on achievement of the above and because it will either not impede or is not relevant to the other Objectives and Policies under this goal, the proposed map amendment will **HELP ACHIEVE** Goal 3 Prosperity.
  - B. Regarding Goal 4:
    - (1) It will **HELP ACHIEVE** Objective 4.1 requiring minimization of the fragmentation of farmland, conservation of farmland, and stringent development standards on best prime farmland because it will **HELP ACHIEVE** the following:
      - a. Policy 4.1.1, which states that commercial agriculture is the highest and best use of land in the areas of Champaign County that are by virtue of topography, soil and drainage, suited to its pursuit. The County will not accommodate other land uses except under very restricted conditions or in areas of less productive soils (see Item 14.A.(2)).
      - b. Policy 4.1.6 requiring that the use, design, site and location are consistent with policies regarding suitability, adequacy of infrastructure and public services, conflict with agriculture, conversion of farmland, and disturbance of natural areas (see Item 14.A.(3)).
    - (2) It will **HELP ACHIEVE** Objective 4.2 requiring discretionary development to not interfere with agriculture because it will **HELP ACHIEVE** the following:
      - a. Policy 4.2.1 requiring a proposed business in a rural area to support agriculture or provide a service that is better provided in the rural area (see Item 14.B.(1)).
      - b. Policy 4.2.2 requiring discretionary development in a rural area to not interfere with agriculture or negatively affect rural infrastructure (see Item 14.B.(2)).
      - c. Policy 4.2.3 requiring that each proposed *discretionary development* explicitly recognize and provide for the right of agricultural activities to continue on adjacent land (see Item 14.B.(3)).
      - d. Policy 4.2.4 requiring that all discretionary review consider whether a buffer between existing agricultural operations and the proposed development is necessary (see Item 14.B.(4)).

- (3) It will **HELP ACHIEVE** Objective 4.3 requiring any discretionary development to be on a suitable site because it will **HELP ACHIEVE** the following:
  - a. Policy 4.3.2 requiring a discretionary development on best prime farmland to be well-suited overall (see Item 14.C.(1)).
  - b. Policy 4.3.3 requiring existing public services be adequate to support the proposed development effectively and safely without undue public expense (see Item 14.C.(2)).
  - c. Policy 4.3.4 requiring existing public infrastructure be adequate to support the proposed development effectively and safely without undue public expense (see Item 14.C.(3)).
  - d. Policy 4.3.5 requiring that a business or non-residential use establish on best prime farmland only if it serves surrounding agriculture or is appropriate in a rural area (see Item 14.C.(4)).
- (4) Based on achievement of the above Objectives and Policies, the proposed map amendment will **NOT IMPEDE** Goal 4 Agriculture.

C. Regarding Goal 5:

- (1) It will **HELP ACHIEVE** Objective 5.1 regarding contiguous urban growth areas because it will **HELP ACHIEVE** the following:
  - a. Policy 5.1.3 requiring conformance with municipal comprehensive plans for developments propped with a municipality's 1.5 mile extraterritorial jurisdiction.
  - b. Policy 5.1.4 requiring additional considerations for discretionary development proposed within municipal extra-territorial jurisdictions.
  - c. Policy 5.1.5 requiring the County to encourage urban development to explicitly recognize and provide for the right of agricultural activities on adjacent land.
  - d. Policy 5.1.6 requiring consideration of a buffer between existing agricultural operations and the proposed urban development.
- (2) It will **HELP ACHIEVE** Objective 5.3 regarding sufficient infrastructure and services for proposed new urban development because it will **HELP ACHIEVE** the following:
  - a. Policy 5.3.1 requiring sufficiently available public services for new urban development.
  - b. Policy 5.3.2 requiring proposed new urban development, with proposed improvements, to be adequately served by public infrastructure.
- (3) Based on achievement of the above Objectives and Policies, the proposed map amendment will **HELP ACHIEVE** Goal 5 Urban Land Use.

D. Regarding Goal 7:

(1) Objective 7.1 consider traffic impact in land use decisions because it will **HELP ACHIEVE** the following:

a. Policy 7.1.1 requiring traffic impact analyses for projects with significant traffic generation.

(2) Based on achievement of the above Objectives and Policies and because it will either not impede or is not relevant to the other Objectives and Policies under this goal, the proposed map amendment will **HELP ACHIEVE** Goal 7 Transportation.

E. The proposed amendment will **NOT IMPEDE** the following LRMP goal(s):

- Goal 1 Planning and Public Involvement
- Goal 2 Governmental Coordination
- Goal 6 Public Health and Public Safety
- Goal 8 Natural Resources
- Goal 9 Energy Conservation
- Goal 10 Cultural Amenities

F. Overall, the proposed map amendment will **HELP ACHIEVE** the Land Resource Management Plan.

2. The proposed Zoning Ordinance map amendment **IS** consistent with the *LaSalle* and *Sinclair* factors because of the following:

A. The amendment will allow the petitioner to immediately sell the property to be converted to a use that will benefit both urban and rural residents and businesses as well as interstate travelers.

B. The subject property is suitable for the zoned purposes. The subject property cannot be converted back to agricultural production. There are similar businesses nearby that have been deemed appropriate for the area.

3. The proposed Zoning Ordinance map amendment will **HELP ACHIEVE** the purpose of the Zoning Ordinance because the B-4 District is proposed at this location to replace the existing I-1 District to take advantage of interstate visibility and easy access.

**RESOLUTION NO. 3425**

**A RESOLUTION PERTAINING TO THE  
RIGHT TO FARM IN CHAMPAIGN COUNTY**

**WHEREAS, the Chairman and the Board of Champaign County have determined that it is in the best interest of the residents of Champaign County to enact a Right to Farm Resolution which reflects the essence of the Farm Nuisance Suit Act as provided for in the Illinois Compiled Statutes, 740 ILCS 70 (1992); and**

**WHEREAS, the County wishes to conserve, protect, and encourage development and improvement of its agricultural land for the production of food and other agricultural products; and**

**WHEREAS, when nonagricultural land uses extend into agricultural areas, farms often become the subject of nuisance suits. As a result, farms are sometimes forced to cease operations. Others are discouraged from making investments in farm improvements.**

**NOW, THEREFORE, BE IT HEREBY RESOLVED by the Chairman and the Board of Champaign County as follows:**

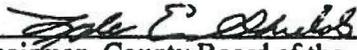
- 1. That the purpose of this resolution is to reduce the loss to the county of its agricultural resources by limiting the circumstances under which farming operations are deemed a nuisance.**
- 2. That the term "farm" as used in this resolution means that part of any parcel of land used for the growing and harvesting of crops, for the feeding, breeding, and management of livestock; for dairying or other agricultural or horticultural use or combination thereof.**
- 3. That no farm or any of its appurtenances should be or become a private or public nuisance because of any changed conditions in the surrounding area occurring after the farm has been in operation for more than one year, when such farm was not a nuisance at the time it began operation.**

RESOLUTION NO. 3425

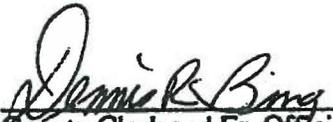
Page 2

4. That these provisions shall not apply whenever a nuisance results from the negligent or improper operation of any farm or its appurtenances.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 24<sup>th</sup> day of May, A.D., 1994.

  
\_\_\_\_\_  
Chairman, County Board of the  
County of Champaign, Illinois

ATTEST:

  
\_\_\_\_\_  
County Clerk and Ex-Officio  
Clerk of the County Board

**ORDINANCE NO. 966**

**ORDINANCE AMENDING ZONING ORDINANCE  
FOR A ZONING MAP AMENDMENT ON CERTAIN PROPERTY**

**804-AM-15**

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation for approval, and forwarded to this Board Zoning Case 804-AM-15;

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

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

1. That Resolution No. 971, *The Zoning Ordinance of the County of Champaign, Illinois*, be amended by reclassifying from I-1 Light Industry Zoning District to B-4 General Business Zoning District on the following described real estate:

Part of the Northeast Quarter of the Northwest Quarter of Section 24, Township 20 North, Range 8 East of the Third Principal Meridian, more particularly described as follows: Beginning at the intersection of the North line of said Section 24 and the centerline of the Hensley Drainage Ditch; thence South 89°13'36" East 715.91 feet along the North line of said Section 24; thence South 00°46'24" West 328.77 feet along a line perpendicular to the North line of said Section 24; thence South 35°01'36" West 279.04 feet to a point lying on the centerline of said Hensley Drainage Ditch; thence Northwesterly approximately 810 feet along the centerline of said Hensley Drainage Ditch to the Point of Beginning, in Champaign County, Illinois; Common description 309 West Hensley Road, Champaign, IL 61822; Permanent Index Number 12-14-24-100-008.

2. That the reclassification of the above described real estate be subject to the following conditions:
  - A. No Zoning Use Permit for expansion of building area or parking area and no Change of Use Permit authorizing a different use with a greater wastewater load shall be approved without documentation that the Champaign County Health Department has determined the existing or proposed septic system will be adequate for that proposed use.
  - B. A Change of Use Permit shall be applied for within 30 days of the approval of

Case 804-AM-15 by the County Board.

C. The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.

3. That the boundary lines of the Zoning Map be changed in accordance with the provisions hereof

PRESENTED, PASSED, APPROVED AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

SIGNED:

ATTEST:

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Patti Petrie, Chair  
Champaign County Board

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Gordy Hulten, County Clerk &  
*ex officio* Clerk of the County Board

RESOLUTION NO. 9303

RESOLUTION AWARDING CONTRACT  
Section 15-29018-00-BR

WHEREAS, Sealed bids were received, publicly opened and read in the office of the County Engineer on July 7, 2015 at 10:00 AM for the replacement of structure number 010-5772 in the Village of Tolono, Section 15-29018-00-BR; and

WHEREAS, the following bid was the low bid for this project:

Fuetz Contractor ..... \$159,620.90; and

WHEREAS, the Village of Tolono has concurred with awarding the contract to Fuetz Contractors.

NOW, THEREFORE, BE IT RESOLVED, by the Champaign County Board that the contract be awarded to the low bidder, Fuetz Contractors.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 23<sup>rd</sup> day of July A.D., 2015.

\_\_\_\_\_  
Patti Petrie, Chair  
County Board of the County of  
Champaign, Illinois

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

Prepared by: Jeff Blue  
County Engineer



County: Champaign  
 Local Agency: Village of Tolono  
 Section: 15-29018-00-BR  
 Estimate: \$128,785.00

Date: 7/7/2015  
 Time: 10:00AM

Appropriation:

Attended By:

Name of Bidder: Address of Bidder:	Duce Construction Company 417 Wilbur Ave Champaign, IL 61822	Feutz Contractors 1120 N Main St PO Box 130 Paris, IL 61944	Newell Construction PO Box 1097 Danville, IL 61834	Otto Baum Company 866 N Main Street PO Box 161 Morton, IL 61550	Stark Excavating 220 Wilbur Ave Champaign, IL 61822
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Proposal Guarantee: Terms:					
Approved Engineer's Estimate					

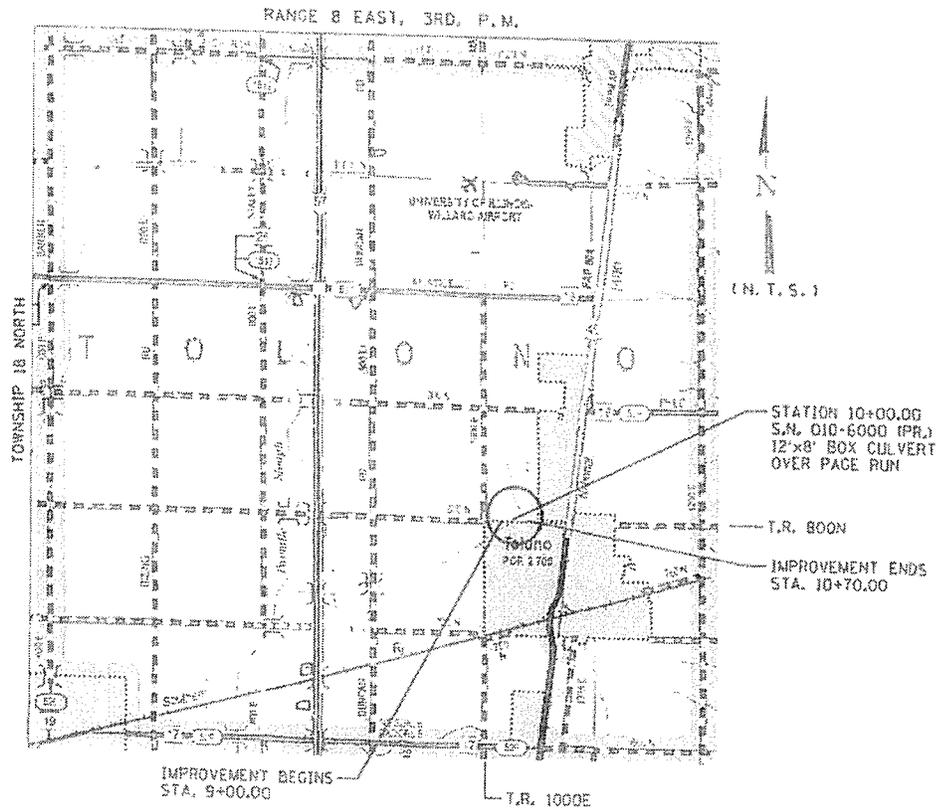
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EARTH EXCAVATION		CY	90.00	\$20.00	\$1,800.00	\$36.00	\$3,240.00	\$47.00	\$4,230.00	\$25.00	\$2,250.00	\$45.00	\$4,050.00	\$65.00	\$5,850.00
2	FURNISHED EXCAVATION		CY	85.00	\$50.00	\$4,250.00	\$39.00	\$3,315.00	\$20.00	\$1,700.00	\$32.00	\$2,720.00	\$47.00	\$3,995.00	\$25.00	\$2,125.00
3	TEMP EROS CONTR SEED		POUND	250.00	\$5.00	\$1,250.00	\$2.50	\$625.00	\$6.00	\$1,500.00	\$2.50	\$625.00	\$2.50	\$625.00	\$3.50	\$875.00
4	TEMPORARY DITCH CHECKS		FOOT	30.00	\$25.00	\$750.00	\$8.50	\$255.00	\$28.00	\$840.00	\$10.00	\$300.00	\$15.00	\$450.00	\$10.50	\$315.00
5	STONE RIPRAP, CLASS A4		SQ YD	82.00	\$70.00	\$5,740.00	\$68.00	\$5,576.00	\$62.00	\$5,084.00	\$70.00	\$5,740.00	\$69.00	\$5,576.00	\$82.00	\$6,724.00
6	FILTER FABRIC		SQ YD	82.00	\$5.00	\$410.00	\$3.50	\$287.00	\$3.95	\$323.90	\$7.00	\$574.00	\$4.00	\$328.00	\$4.50	\$369.00
7	AGG BASE CSE B 12		SQ YD	422.00	\$15.00	\$6,330.00	\$23.50	\$9,917.00	\$22.00	\$9,284.00	\$22.00	\$9,284.00	\$19.00	\$8,018.00	\$19.00	\$8,018.00
8	REM EXIST STRUCT		EACH	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$28,950.00	\$28,950.00	\$37,000.00	\$37,000.00	\$34,060.00	\$34,060.00
9	PIPE CULVERT REMOVAL		FOOT	42.00	\$15.00	\$630.00	\$15.00	\$630.00	\$14.50	\$609.00	\$10.00	\$420.00	\$14.00	\$588.00	\$9.00	\$378.00
10	BOX CUL END SEC C1		EACH	2.00	\$5,000.00	\$10,000.00	\$7,650.00	\$15,300.00	\$7,650.00	\$15,300.00	\$10,000.00	\$20,000.00	\$9,000.00	\$18,000.00	\$7,225.00	\$14,450.00
11	PCBC 12X8		FOOT	60.00	\$800.00	\$48,000.00	\$1,430.00	\$85,800.00	\$1,290.00	\$77,400.00	\$1,290.00	\$77,400.00	\$1,275.00	\$76,500.00	\$1,050.00	\$63,000.00
12	P CUL CL D 1 18		FOOT	45.00	\$40.00	\$1,800.00	\$59.00	\$2,655.00	\$60.00	\$2,700.00	\$36.00	\$1,620.00	\$32.00	\$1,440.00	\$38.00	\$1,710.00
13	END SECTIONS 18"		EACH	2.00	\$250.00	\$500.00	\$580.00	\$1,160.00	\$360.00	\$720.00	\$320.00	\$640.00	\$375.00	\$750.00	\$80.00	\$160.00
14	CONNECT EXIST CULVERT		EACH	1.00	\$1,500.00	\$1,500.00	\$890.00	\$890.00	\$1,300.00	\$1,300.00	\$1,250.00	\$1,250.00	\$1,605.00	\$1,605.00	\$800.00	\$800.00
15	SEEDING, CLASS 2 (SPECIAL)		ACRE	0.30	\$3,000.00	\$900.00	\$6,000.00	\$1,800.00	\$7,000.00	\$2,100.00	\$12,000.00	\$3,600.00	\$10,000.00	\$3,000.00	\$8,900.00	\$2,670.00
16	GRANULAR BACKFILL STR		CY	265.00	\$45.00	\$11,925.00	\$70.00	\$18,550.00	\$72.00	\$19,080.00	\$30.00	\$7,950.00	\$60.00	\$15,900.00	\$52.00	\$13,780.00
17	TRAF CONT & PROT (SPECIAL)		L SUM	1.00	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$4,750.00	\$4,750.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
18	CONSTRUCTION LAYOUT		L SUM	1.00	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$2,650.00	\$2,650.00	\$2,900.00	\$2,900.00	\$2,940.16	\$2,940.16	\$2,000.00	\$2,000.00
						\$128,785.00										

<b>Total Bid:</b>	As Read:	\$165,000.00	\$159,620.90	\$170,973.00	\$185,765.16	\$160,784.00
	As Calculated:	\$165,000.00	\$159,620.90	\$170,973.00	\$185,765.16	\$160,784.00

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS

# PLANS FOR PROPOSED CULVERT REPLACEMENT

T.R. ROUTE 800N  
 SECTION 15-29018-00-BR  
 MFT HIGHWAY PROJECT  
 CHAMPAIGN COUNTY



GROSS LENGTH = 170.00 FT. = 0.032 MILE  
 NET LENGTH = 170.00 FT. = 0.032 MILE



*Dennis S. Conway* 6-19-15  
 L. Conway  
 DENNIS S. CONWAY  
 LICENSED PROFESSIONAL ENGINEER  
 NO. 052234  
 EXPIRES 11/30/15

RESOLUTION NO. 9302

RESOLUTION APPROVING AGREEMENT BETWEEN THE CHAMPAIGN COUNTY BOARD, THE SHERIFF, AND THE ILLINOIS FRATERNAL ORDER OF POLICE CORRECTIONS DIVISION FOR DECEMBER 1, 2014 – DECEMBER 31, 2016

WHEREAS, The Champaign County Board and the Sheriff have negotiated with the Illinois Fraternal Order of Police (FOP), the sole and exclusive bargaining agent for the Corrections Division; and

WHEREAS, The parties have completed negotiations as to the terms and conditions of employment for the Corrections Division employees who are members of the bargaining unit for the period from December 1, 2014 through December 31, 2016;

NOW, THEREFORE, BE IT RESOLVED, By the Champaign County Board, Champaign County, Illinois, that the Collective Bargaining Agreement for the Correction Division Between the Champaign County Board, the Sheriff of Champaign County, and the Illinois Fraternal Order of Police is hereby approved; and

BE IT FURTHER RESOLVED, by the Champaign County Board, that the Chair of the Champaign County Board, is hereby authorized to execute the Collective Bargaining Agreement for the Corrections Division, on behalf of the Champaign County Board.

PRESENTED, PASSED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of July, A.D. 2015.

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Pattsi Petrie, Chair  
Champaign County Board

ATTEST:

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

# ILLINOIS FOP LABOR COUNCIL

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and

## THE CHAMPAIGN COUNTY BOARD / THE SHERIFF OF CHAMPAIGN COUNTY

### UNIT A: Corrections Division

December 1, 2014 – December 31, 2016

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
Web Address: [www.fop.org](http://www.fop.org)  
24-hour Critical Incident Hot Line: 877-IFOP911



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## **1.00 PREAMBLE**

**1.01** This Agreement, entered into by the Champaign County Board, the Sheriff of Champaign County (hereinafter referred to jointly as the “Employer”), and the Fraternal Order of Police Illini Lodge No. 17, and the Illinois F.O.P. Labor Council (hereinafter referred to as “Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and it is the intent and purpose of the parties to set forth herein their entire agreement establishing rates of pay, hour of work, and other conditions of employment.

## **2.00 RECOGNITION**

**2.01** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, terms and conditions of employment for all employees of the Champaign County Office of the Sheriff, Unit A, Corrections Division, in the classifications included in the unit by the Illinois State Labor Relations Board’s Certification of Representative dated June 30, 1986 in Case No. S-RC-1944, and, as amended, in Case No. S-UC(S)-95-24 dated October 25, 1994. The job classifications included in the Certification are from one division within the Office, namely Corrections. The job classifications within the Corrections Division are Deputy Sheriff-Correctional Officers I and Deputy Sheriff Correctional Officers II, normally scheduled to work forty (40) hours per week.

## **3.00 GENDER**

**3.01** Wherever reference to the male gender is used in this Agreement, it shall be construed to include both male and female.

## **4.00 NONDISCRIMINATION**

**4.01** In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, ancestry, sex, age, citizenship status, marital status, sexual orientation, physical or mental disability unrelated to an individual’s ability to perform the essential functions of his/her job with or without reasonable accommodations, or unfavorable discharge from the military. All terms in this Section 4.01 are as defined in the Illinois Human Rights Act.

**4.02** The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union.

**4.03** Violations of Sections 4.01 and 4.02 shall not be subject to the grievance and arbitration provisions of this Agreement. Violations of Section 4.01 and 4.02 must be pursued through the appropriate State or Federal agencies.

## **5.00 MANAGEMENT RIGHTS**

**5.01** The Employer retains traditional rights to manage and direct the affairs of the Office of the Sheriff in all of its various aspects, including all rights and authority exercised by the Employer prior to the execution of this Agreement. The management of the operations of the Office of the Sheriff, the determination of its mission, policies, budget and operations, the manner of exercise of its statutory functions and the directions of its work force, including, but not limited to the right to hire, promote, and demote consistent with the provisions of the Agreement and the Merit Commission statutes, rules and regulations; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the existence of such work shortage, to establish manning requirements; to make and enforce reasonable job rules and job regulations and to enforce penalties for their violation; to evaluate employees; to determine the departments, divisions and sections and work to be performed therein; to determine the standards of professionalism required of the employees and, from time to time, to change those standards; to establish standards for equipment, uniforms, dress and grooming; to determine the shifts per work week and starting times of shifts; to establish and change work schedules and assignments; to assign overtime; to determine whether goods or services shall be made or purchased; to determine job content; to introduce new or improved methods of operation; and to maintain efficiency in the department, is vested exclusively in the Employer, provided the exercise of such rights of management does not conflict with any of the express written provisions of this Agreement.

**5.02** The Sheriff is explicitly given the right to utilize members of this bargaining unit in order to perform work normally performed by other bargaining units within the Champaign County Sheriff's Office, in emergency situations, such as cases of civil unrest, natural or other major disasters, riots or other such emergencies.

## **6.00 SUBCONTRACTING**

**6.01** No bargaining unit work shall be given to any contractor or subcontractor when it would result in the layoff of working bargaining unit employees. This provision shall not limit Employer from contracting or subcontracting as it has in the past.

**6.02** All services provided by the Office of the Sheriff outside usual functions and responsibilities of the Office of the Sheriff will be contracted through the Office of the Sheriff. All personnel provided to staff those contracts will be provided through shift sign-up or the callback process, as stipulated in Article 13.

**6.03** Bargaining unit members shall not subcontract their individual services as peace officers, but will provide their services through contracts to be entered into by the Office of the Sheriff. Employees in unit will staff those contracts through callback. Subcontracting by bargaining unit members shall not be defined to include jobs which do not utilize Sheriff's equipment, uniforms, and/or the necessity to be commissioned by the Sheriff's Merit Commission.

## **7.00 RESIDENCY**

**7.01** All employees are required, as a condition of their employment with the Employer, to have their place of abode in Champaign County, Piatt County, Douglas County, Vermillion County, Ford County, Edgar County, or McLean County. Employees must remain bona fide residents of said counties for the life of their employment with the Employer. New employees must establish residency within said counties within fourteen (14) months of their employment.

## **8.00 PROBATIONARY, PART-TIME AND TEMPORARY EMPLOYEES**

**8.01** A new or rehired employee, filling a job classification covered by this Agreement, shall be subject to an initial probationary period of one year of continuous service to determine his ability and fitness for the work. The Sheriff shall have the sole right to determine his suitability during such probationary period. The employee will not have or accumulate seniority during the probationary period. The right to discharge, discipline or rehire an employee during the probationary period shall be vested exclusively with the Sheriff, and shall not be the subject of grievance.

**8.02** An employee transferring to a job classification within the division or transferring to another division with the Office of the Sheriff shall be subject to an evaluation period of one year continuous service to determine his/her ability and fitness for work within that specialized unit. The Sheriff shall have the sole right to determine his/her suitability during this period. The right to transfer the employee back to his/her previous specialized unit during the probationary period shall be vested exclusively with the Sheriff. The sole remedy for failing to satisfactorily complete the evaluation period due to inability to perform job functions shall be the return to the previous job classification. The Sheriff shall retain the ability to discipline or terminate a transferred employee during the probationary period for affirmative misconduct.

**8.03** Upon satisfactory completion of the probationary period, an employee shall be credited with his seniority beginning from the date of his continuous employment within the division, and shall receive all other rights and benefits for which a regular employee is eligible.

## **9.00 NO STRIKE**

**9.01** Neither the Union, its officers, or agents, nor any employees will call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, slowdown, work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither shall they refuse to cross any picket line by whomever established.

**9.02** In the event of action prohibited by paragraph 9.01 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

**9.03** Upon the failure of the Union to comply with the provisions of paragraph 9.02, above, any agent, member, or official of the Union who is an employee covered by this may be subject to the provisions of paragraph 9.04, below.

**9.04** Any employee who violates the provisions of paragraph 9.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by paragraph 9.01, above, shall not be considered as a violation of this and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an employee, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**9.05** The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

## **10.00 SENIORITY**

**10.01** Seniority shall, for the purpose of this Agreement, unless specified otherwise, be defined as an employee's length of continuous full-time service since his last date of hire within the Corrections Division. However, employees previously employed by the Corrections Division shall receive credit for prior service in the Corrections Division if they have been continuously employed full-time by the County in the interim. Employees shall not be credited with their seniority until their probationary period has been completed. Seniority shall apply where expressly required by a provision of the Agreement.

**10.02** An employee shall lose his seniority and no longer be an employee if:

- (a) He voluntarily terminates his employment, except as stated in Section 10.01;
- (b) He is absent from work without valid reason;
- (c) He is discharged for just cause;
- (d) He has been laid off for a period exceeding eighteen (18) months;
- (e) He does not notify the Employer of his intention to return to work within three calendar days after notification of recall from layoff is mailed, by certified mail, to his last address known to Employer, or he does not return to work within fourteen (14) calendar days of that date;
- (f) He does not report for work after the expiration of an approved leave of absence; or
- (g) He retires.

**10.03** Benefits Seniority shall, for the purposes of this Agreement, unless specified otherwise, be defined as an employee's length of continuous full-time service with the County, regardless of which bargaining unit he or she belonged to, or whether he or she was a bargaining unit employee.

**10.04** Any employee placed on unpaid status due to discipline, leave of absence or any other unpaid status approved by the Sheriff shall not accrue seniority during such leave.

### **11.00 HOURS OF WORK**

**11.01** The work period shall be Sunday through Saturday, and shall consist of forty (40) hours within that period.

**11.02** In the Corrections Division, the normal work day will consist of eight and one-half (8 ½) consecutive hours with an interruption of one-half hour unpaid lunch at or near the midpoint of the shift. An employee of the Corrections Division shall have an uninterrupted lunch period. If the employee is called back to work for emergency purposes during his lunch period, he shall be paid for time worked at the applicable rate, unless the remainder of his lunch period is taken later in the day. If an employee is unable to take his or her lunch, that employee shall be paid for his or her lunch at the applicable rate.

**11.03** All employees will normally be allowed two (2) paid fifteen-minute (15) breaks; one during the first half of the shift and one during the second half of the shift.

**11.04** This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

### **12.00 OVERTIME AND COMPENSATORY TIME**

**12.01** It is understood that because of the nature of the Office of the Sheriff operations, the Employer has a right to direct employees to work hours outside of their regularly scheduled shift.

**12.02** All employees required and authorized work in excess of eight (8) hours per day or over forty (40) hours per week will be compensated 1 ½ times the employee's regular rate of pay for all hours worked over eight (8) hours per day or over forty (40) hours per week. In lieu of overtime compensation, at the discretion of the employee, the employee may earn compensatory time off at the rate of 1 ½ hours for each hour worked for which overtime would otherwise be paid. Compensatory time off may be accrued up to a maximum of forty (40) hours. Any employee who has accrued forty (40) hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation. Requests for compensatory time off of more than two (2) days shall be submitted by the employee at least five (5) working days in advance of date of time off. The request will be approved or denied within seventy-two (72) hours of the date and time of request. Requests for compensatory time off for two (2) days or less may be submitted with no advance notice. Requests for compensatory time off shall be made by the employee to his or her shift commander, or designee, if on duty. If the shift commander, or designee, is not on duty at

the time of the request, the request shall be made to a shift commander then on duty, or designee. No employee may take compensatory time off without the prior approval of the above-stated shift commander, or designee, if granting that time off would put the employee's shift below the minimum staffing levels. Approval of compensatory time off will not be withdrawn in the event the use of sick leave or personal leave causes the shift to fall below the minimum staffing level.

### **13.00 CALLBACK**

**13.01** Callback is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Officers who are called back shall be paid at the applicable rate they begin work at the Downtown Jail or the Satellite Jail. However, they shall receive a minimum pay of two (2) hours at the applicable rate.

**13.02 Voluntary Shift Callback List.** A voluntary shift callback list shall be maintained by the Corrections Division. Every officer shall have the opportunity to sign up for any duty shift on the Voluntary Shift Callback List.

- (a) Sign-up for the Voluntary Shift Callback List shall be posted effective the second Sunday in January and the second Sunday in July.
- (b) The Voluntary Shift Callback List will be used first for all callback overtime, except when specialized skills are required or there is a bona fide emergency.
- (c) When a callback is necessary, the most senior employee not assigned to work; who is on the list for that duty shift shall be contacted by a shift supervisor. If no shift supervisor is working at either facility, then the callback will be conducted by an upgrade supervisor.
- (d) Each subsequent callback shall begin with the employee on the list next senior to the employee who last received callback. If the supervisor does not personally contact that employee, the sergeant or lieutenant shall contact the next most senior employee. Supervisors will conduct callbacks in advance for known vacancies to help alleviate the amount of callbacks an upgrade supervisor must conduct.
- (e) Officers may be asked to work the full eight-hour shift, the first four hours of the shift, or the last 4 hours of the shift.
- (f) An officer shall be eligible to volunteer for only one callback assignment at a time for a maximum of eight (8) hours per assignment.
- (g) Voluntary shift callback shall not be utilized more than seven (7) days in advance of the shift for which the callback is being utilized. Any subsequent voluntary shift call backs shall be utilized if and/or when a new opening occurs.

- (h) During a shift, if the voluntary shift callback has been utilized and has been exhausted, any subsequent vacancies shall be staffed in accordance with the procedures for Holdover/Order-In contained in Article 14 shall apply.
- (i) Callback will only be done off of the Master Callback Log, which will be maintained at the Satellite Jail in the supervisors office.

**13.03 Callback Log.** A callback log shall be available to employees. The Master Callback Log shall have the record of the date, time, caller and employees who were contacted or called. Documentation shall be available for one month after the callback.

#### **14.00 HOLDOVER**

**14.01** Holdover/Order-In is defined as official assignment of work which continuously precedes or follows an officer's regularly scheduled working hours.

**14.02** Officers who are held over shall be paid at the applicable rate when they began the working day at the Downtown Jail or the Satellite Jail. Any officer held over shall receive a minimum of one (1) hour at his/her overtime rate.

The Employer agrees to notify the employee to be held over or ordered in at least two (2) hours prior to the Holdover/Order-In, if practicable. If the Employer cannot give (2) two hours notice, the Employer will notify the employee to be held over as soon as it is possible to do so. It is the intent of this Employer to provide the employee to be held over with the earliest possible notice of the need for an employee to be held over or ordered in.

**14.03** When an officer is held over beyond his/her regularly scheduled work day, all such extra work time shall be considered and compensated as overtime. Holdover/Order-In will be limited to a maximum of four (4) hours.

**14.04** Staffing for Corrections Division Holdover/Order-In will be determined by a seniority list to be maintained by the Corrections F.O.P. Unit.

- (a) Officers who are on their initial probationary-training period, on approved leave, or on their regularly scheduled day off shall not be called for Holdover/Order-In pursuant to Article 14.
- (b) Once an officer has been mandated pursuant to this Article, the next senior officer shall be the next officer to be assigned to the next Holdover/Order-In.

**14.05** Officers who volunteer, pursuant to the Callback Article, for a callback assignment preceding or following their regularly scheduled shift shall not be required to work a Holdover/Order-In pursuant to this Article unless all options have been exhausted. However, the officer has the option to accept the Holdover/Order-In.

## **15.00 SHIFT ASSIGNMENT**

**15.01** Twice a year the Office of the Sheriff shall conduct a sign-up for duty shifts and days off within the Corrections Division. Shift sign-up shall be posted seventy-five (75) days prior to the second Sunday in January and the second Sunday in July. The final list showing shift assignment shall be posted sixty (60) days prior to the second Sunday in January and the second Sunday in July. Once posted the senior person shall have forty-eight (48) hours to select duty shift and days off. Each successive person shall sign up accordingly. The shift assignments shall go into effect the second Sunday in January or the second Sunday in July following sign-up.

Immediately following completion and submission of the shift sign-up, vacation sign-up will commence pursuant to 18.06 of this Agreement. All Officers that have completed the initial field training period shall be eligible to sign-up. Shift change shall occur on the second Sunday in January and the second Sunday in July each year.

**15.02** Employees with less than two (2) years service in their job classification shall be allowed to sign up as stated in 15.01. Such employees are subject to re-assignment of shift and days off if the operational needs of the Sheriff's Office make it necessary. Such determination shall be at the sole discretion of the Sheriff or his designee. If the Sheriff finds need to re-assign the shift and or days off of an employee in this category, he agrees to notify that employee at least forty-eight (48) hours in advance.

**15.03** All employees with more than two (2) years service in their job classification shall sign up for duty shift and days off by seniority. Under extraordinary circumstances, the Sheriff has the authority to change any employee's duty shift or days off.

**15.04** In the event that after completion of shift sign up, any one shift is comprised of more than fifty (50) percent of Officers in the category covered in 15.02, the sheriff, at his discretion may elect to re-assign Officers in order to balance the affected shift. Such re-assignment shall not cause the affected shift to exceed fifty (50) percent of Officers with more than two (2) years service in their job classification. The Sheriff agrees that in order for this process to be as fair and equitable as possible, that he shall effect re-assignments on officers with the least amount of seniority first, if at all possible.

## **16.00 LAYOFF AND RECALL**

**16.01** A layoff is defined as a decrease of the existing work force or an abolishment of an existing position. Layoff shall be by job classification. Employees shall be laid off in inverse order of seniority. If temporary or part-time employees are doing bargaining unit work at the time of a layoff, bargaining unit members shall be first offered those temporary or part-time positions in lieu of layoff. The Employer agrees not to hire civilian personnel to perform the duties that are currently being performed by bargaining unit employees or duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of his office, is vested by law with a duty to maintain public order and make arrests for offenses.

**16.02** When a vacancy occurs in the bargaining unit, employees shall be recalled by job classification in the inverse order in which they were laid off and in accordance with the provisions on seniority herein. An employee's right to recall shall be for a period of eighteen (18) months. The employees shall retain and accumulate seniority during such layoff.

**16.03** To be eligible for recall, a laid off employee shall notify the Employer of his intention to return to work within three (3) days of the time when the notification of recall is mailed to his last address known to the Employer. Further, the employee shall return to work within fourteen (14) days of that date.

**16.04** The Employer shall provide thirty (30) days prior written notice of a layoff to the Union and to affected employees.

### **17.00 WAGES**

**17.01** Employees shall be paid according to the pay scale set forth in Appendix A, effective December 1, 2014 through December 31, 2015; and on January 1, 2016 through December 31, 2016.

**17.02** "Years of Service" will be the number of years employed as of December 1<sup>st</sup> of the year indicated. All raises shall be effective December 1<sup>st</sup> of the year indicated. Employees shall receive the "Years of Service" increase in Appendix A on the anniversary date of hire. Employees shall receive the Annual Percentage increase in Appendix A on December 1<sup>st</sup> of each year.

**17.03** Field Training Instructors' Pay - Correctional Officers I within the Corrections Division shall be designated in writing by the Sheriff as Field Training Instructors (FTI). Such designated officers shall have the responsibility of training and evaluating probationary officers. For such duty, the FTI shall be paid an hourly rate of two dollars (\$2.00) per hour for each hour of such assignment. Additional compensation for FTI assignment shall not be subject to overtime.

**17.04** "Upgrade" Duties - Bargaining Unit Members assigned to do some or all of the duties normally exclusively associated with a rank above the bargaining unit member's currently assigned rank shall receive an additional three dollars (\$3.00) per hour for each hour or partial hour the bargaining unit employee is assigned to the "Upgrade" duty. Additional compensation for "Upgrade" duty shall not be subject to overtime.

The determination of which bargaining unit members shall be assigned to "Upgrade" duty will be determined by management and the selection of an "Upgrade" shall not be subject to grievance.

Bargaining unit members shall not be eligible for "Upgrade" for time worked at the Downtown Jail during the overnight rest period of lockdown.

The portion of this section relating to who is eligible for the "Upgrade" shall apply to both the supervisor at the Satellite Jail and the Downtown Jail.

## **18.00 VACATIONS**

**18.01** Officers covered by this Agreement shall receive vacation days based on the following schedule:

Officers with less than five (5) years of benefits seniority shall earn ten (10) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of twenty (20) vacation days.

Officers with more than five (5) years and less than ten (10) years of benefits seniority shall earn fifteen (15) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of thirty (30) vacation days.

Officers with more than ten (10) years and less than fifteen (15) years of benefits seniority shall earn twenty (20) working day's vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty (40) vacation days.

Officers with more than fifteen (15) years and less than twenty (20) years of benefits seniority shall earn twenty-one (21) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty-two (42) vacation days.

Officers with more than twenty (20) years and less than twenty-five (25) years of benefits seniority shall earn twenty-two (22) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty-four (44) vacation days.

Officers with more than twenty-five (25) years of benefits seniority shall earn twenty-five (25) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of fifty (50) vacation days.

No Employee shall accumulate more than the maximum accrual as stated above. Hours gained above the maximum will not be credited to the Employee's vacation balance, but will be forfeited.

### **18.02 Buy-back**

Employees shall not have the right to sell unused vacation time back to the Employer, except upon resignation or termination, including dismissal or reduction in force. When selling back vacation time, an Employee is entitled to be paid for all unused accrued vacation time, including reserve, at one hundred percent (100%) of their current hourly rate.

**18.03 Reserve**

Vacation days placed in reserve do not count toward maximum accrual. Vacation days in reserve may be sold back pursuant to Section 18.02 or used under the same terms as vacation days not in reserve. Unless an Employee designates otherwise, a vacation day will only be counted against days in reserve if the Employee has no other accrued vacation time to use.

**18.04** An employee cannot take vacation prior to successful completion of his probationary period.

**18.05** The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

**18.06** Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. Twice a year, (in conjunction with the Shift Sign-Up) vacation sign-up shall take place for the following six (6) month period, as follows:

- (a) Employees will be given thirty (30) days to sign up for vacations.
- (b) Vacations will be granted in categories to those with unused vacation time supporting their request, as follows:
  - (i) First, employees seeking five (5) or more consecutive work days of vacation will be granted available vacation by seniority.
  - (ii) After employees seeking five (5) or more consecutive work days of vacation have been granted vacation, available vacation will be granted by seniority to those seeking any number of whole work days for which they have unused vacation time.
  - (iii) After employees seeking whole work days have been granted vacation, available vacation will be granted by seniority to those using remaining vacation time.
- (c) Seniority, for purposes of this Section shall be determined on the basis of an employee's length of continuous service in his division.
- (d) Available vacation time for a shift shall be that vacation which can be granted without taking a shift below minimum staffing levels. However, a minimum of two (2) Corrections Officers shall be allowed off during the vacation sign-up regardless of actual shift staffing.
- (e) Shift sign-up shall be posted thirty (30) days prior to its taking effect. Sign-up by seniority shall take place for thirty (30) days from the posting of vacation sign-up sheets.

**18.07** After the thirty (30) day period, preference shall be given on a first-come-first-served basis. Requests for vacation time off of more than two (2) days outside of the vacation sign-up process shall be submitted by the employee at least five (5) working days in advance of date of time off. The request will be approved or denied within seventy-two (72) hours of the date and time of request. Requests for vacation time off for two (2) days or less may be submitted with no advance notice. Requests for vacation time off shall be made by the employee to his or her shift commander, or designee, if on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. It is necessary to limit the number of employees off at any one time within a job classification; and, therefore the final right to designate the vacation period is exclusively reserved by the Sheriff in order to ensure proper staffing. Approval shall not be unreasonably withheld to those with unused accrued vacation time or vacation time in reserve. In the case of an emergency, vacations may be canceled and rescheduled in advance of their being taken. However, an employee may not cancel vacation within seven (7) days of the scheduled vacation.

**18.08** If an employee is denied vacation requested due to operational needs of the Employer; or if a vacation is cancelled due to an emergency and, as a result, the employee would otherwise be unable to accrue additional vacation due to the maximum accrual stated in Section 18.01 (the cap), the employee shall be allowed to accrue vacation time in excess of the cap, provided that the employee brings the problem to the attention of his supervisor and schedules and uses the excess vacation time within thirty (30) days of reaching the cap. If, due to the Employer's operational needs, the employee is unable to use the excess time within any thirty (30) day period granted under this Section, and he brings this problem to the attention of his supervisor within this period, the employee shall be given an additional thirty (30) day period to accrue and use the excess vacation time. If, due to no fault of the Employer, the employee fails to schedule and use the vacation time over the cap in any thirty (30) day period granted under this Section, the excess vacation time is forfeited.

**18.09** Employees do not accrue vacation time during periods of layoff, approved leaves of absence, or during a strike.

**18.10** Upon resignation or termination, including dismissal or reduction in force; an employee is entitled to all the unused vacation time, not to exceed the maximum limits set forth in this provision.

**18.11** Vacation time may not be taken in increments of less than two (2) hours without the written consent of the Sheriff.

## **19.00 PERSONAL DAYS**

**19.01** Every employee shall receive three (3) days of personal leave at their regular hourly rate of pay each year. Employees shall be credited with twenty-four (24) hours personal leave on their anniversary date each year.

**19.02** No personal leave shall be taken prior to an employee completing six (6) months of continuous employment. The minimum charge against personal leave shall be two (2) hours. The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave, provided however, that prior approval for the requested leave must be obtained. Such approval shall not be unreasonably denied. Whenever possible, prior approval must be requested twenty-four (24) hours in advance of the leave, but not less than two (2) hours prior to the beginning of a tour of duty. Requests less than two (2) hours before or during a tour of duty will be authorized subject to preferred staffing levels. If needed, authorization may be delayed until a replacement can arrive on site. It is desirable for employees to use personal leave prior to their next anniversary of their date of hire. Personal leave shall be granted on a first-come-first-served basis. When employees' selections of personal days are in conflict, the conflict shall be resolved on the basis of seniority.

Requests for personal time off shall be made by the employee to his or her shift commander, or designee, if on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee.

One employee on each shift will be allowed to be off on personal leave, even if such leave results in a callback situation. Additional employees may be off on a shift for personal leave if minimum staffing levels are met.

**19.03** Any personal leave hours not used by an employee prior to any subsequent anniversary date shall be forfeited prior to the new twenty-four (24) hours being credited.

## **20.00 SICK LEAVE**

**20.01** Employees covered hereunder shall earn paid sick leave based on the following schedule:

Officers with less than ten (10) years of benefits seniority shall earn ten (10) working days' sick leave, annually, with full pay at a proportionate rate per pay period.

Officers with more than ten (10) years of benefits seniority shall earn twelve (12) working days' sick leave, annually, with full pay at a proportionate rate per pay period.

Maximum accumulation of sick leave is two hundred twenty (220) days. Sick leave may be used for illness, disability, or injury of the employee or member of the employee's household, or serious illness, disability, or injury of an employee's husband, wife, mother, father, children, or grandchildren, regardless of whether they reside in the same household. Sick leave must be used in increments of no less than one hour at a time and in fifteen minute increments for consecutive sick leave after the first hour.

**20.02** Employees utilizing sick leave shall notify their supervisor, or designee, of the necessity for sick leave as soon as practical and not less than two hours prior to the beginning of a

tour of duty. If the supervisor, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. The employee shall indicate the approximate length of absence required, when possible.

**20.03** The Employer shall have the right to make such investigation of absences due to sick leave as it may deem necessary, and may require an employee to furnish Proper Medical Documentation to the Employer of the necessity giving rise to the absence. Should the Employer require an employee to furnish a doctor's evaluation or undergo a medical examination to determine if sick leave is being abused, and should it be determined that the Employee was not abusing sick leave, then the reasonable cost of such evaluation or exam shall be paid by the Employer. If the employee fails to supply evidence to the Employer, the Employer shall have the right to reject the claim for sick leave. Upon the employee's first tour of duty following sick leave, the employee shall complete and file with his supervisor a departmental sick leave report.

**20.04** Sick leave pay shall be at the employee's regular straight-time hourly rate, exclusive of overtime or other premiums. No payment shall be made for unused sick leave at the termination of an employee's employment. Retiring employees may receive pension service credit for unused sick leave in accordance with state law governing the Illinois Municipal Retirement Fund.

**20.05** If an employee is injured in the line of duty, Illinois Compiled Statutes, Chapter 5, Section 345/1 shall control.

**20.06** The parties agree to establish an advisory committee (with equal representation) to study the creation of a detailed light duty policy.

**20.07** Employees that do not use any sick leave during a contract year (December 1, 2014 through December 31, 2015 and the Fiscal Year thereafter) shall receive one (1) personal day to be used during the following contract year. An employee must use the incentive based personal days in the contract year immediately following the year in which they were earned. Employees will not be permitted to carry the incentive based personal day for year to year.

**20.08** Investigations of alleged sick leave abuse will be conducted in accordance with the provisions of the Affirmative Attendance Policy, as set forth in Appendix D.

## **21.00 LEAVE OF ABSENCE**

**21.01** A leave of absence without pay, for a fixed period not to exceed one year, may be granted to an employee at the discretion of the Sheriff. Requests for unpaid leave of absence shall be in writing and the written request shall state the reason for, and duration of, the leave. An employee who does not report to work at the end of the leave of absence or arrange for an extension shall be deemed to have resigned. During the period of the leave of absence, if the employee obtains other employment, without approval of the Sheriff, the leave of absence is automatically terminated and the employee shall be deemed to have resigned.

**21.02** When an employee, due to illness, disability or injury, uses all of his paid sick leave and vacation allowances and is still unable to return to work, he shall be granted medical leave of absence without pay for a maximum period of one (1) year, with the obligation during said period to return to work immediately after being released to do so by the employee's doctor. Failure to so return, or acceptance of other employment, shall result in automatic termination of the medical leave of absence and the employee shall be deemed to have resigned. Employer has the right, at its expense, to have its own doctor examine the employee prior to his return to determine whether the employee is fit to resume his job.

**21.03** During an approved leave of absence, the employee will be allowed to maintain health benefit coverage by paying premiums for both employee and dependent coverage which are the responsibility of the employee at the same rate as it would be made by payroll deduction. The employee's seniority shall not accrue, but also shall not be lost during the approved leave of absence. The employee shall not accrue or be entitled to any other fringe benefits, other than the above, including, but not limited to vacation, personal leave, holidays, sick leave, jury and witness leave, and bereavement leave.

**21.04** Upon return from the approved leave of absence, the Sheriff will place the employee in his previous job, if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in any other classification where skill and ability to perform the work without additional training is equal. If there is no work available for the employee or if the employee could have been laid off according to his seniority, except for his leave, he shall go directly on layoff.

**21.05** Family and Medical Leave Act.

- a. Employees covered by this Agreement shall be entitled to the rights set forth in the Family & Medical Leave Act of 1993.
- b. Eligible employees may take up to twelve (12) weeks of FMLA leave during any rolling twelve (12) month period in the following instances:
  - i. To care for a newborn child during the first twelve (12) months after birth,
  - ii. Because of the placement of a child for adoption or foster care within twelve (12) months after placement,
  - iii. To care for the employee's spouse, son, daughter, or parent (or certain persons in a parent capacity) with a serious health condition, or
  - iv. To attend to the employee's own serious health condition involving in-patient or continuing treatment which causes inability to perform his/her job,
  - v. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces.

- c. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve-month period to care for the service member. This leave shall only be available during a single twelve-month period. The employee may combine leave under this paragraph with leave under the preceding paragraph but the combined total may not be for more than twenty-six (26) workweeks.
- d. During the leave time the employee's health insurance will be paid for by the Employer on the same basis as if the employee continued in active status. The employee's portion of health insurance premiums shall be paid either through payroll deduction or direct payment by the employee to the County at the same time as it would be made by payroll deduction.
- e. If medically necessary, a leave relating to a serious condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. However, an employee who requests leave due to birth or adoption may not take leave intermittently. Employees shall be required to use all of his/her vacation and personal leave, and also all accrued sick leave, before beginning a Family & Medical Leave without pay. However, the employee may choose to reserve the equivalent of three (3) days' sick leave.
- f. When both spouses work for the County, the total number of workweeks of leave utilized by both spouses will be limited to twelve (12) workweeks if the leave is taken because of the birth of a son or daughter and in order to take care of the son or daughter, the placement of a son or daughter with the employee for adoption or foster care, or to care for a sick parent of one of the employees if the parent has a serious health condition, or a total of twenty-six (26) workweeks to care for a service member.

## **22.00 JURY AND WITNESS LEAVE**

**22.01** Employees who are called for jury duty shall be excused from work for the hours on jury service. The employee shall receive his normal rate of pay for each jury hour for which he is scheduled to work. During jury duty, if an employee is scheduled to work, and not actually performing jury service, he shall return to work. Employees who are not regularly scheduled for day shift (8:00am - 4:00pm - Corrections) shall be scheduled for day shift during jury service. Employees regularly scheduled for a shift other than day shift shall return to their regularly scheduled shift as soon as the employee is excused from further jury service. Payment received for jury duty shall be returned to the Employer. Officers who use an assigned county vehicle to appear for jury duty will return the mileage reimbursement.

**22.02** As a part of his job duties, if an employee is required to testify as a witness pursuant to subpoena, he shall be paid at the applicable rate. Additionally, if the employee so required to testify would not otherwise be scheduled to work, he shall receive one hour's travel time at the applicable rate.

### **23.00 BEREAVEMENT LEAVE**

**23.01** Employees covered hereunder shall be granted paid bereavement leave for the scheduled working hours on five (5) consecutive working days following the death of a spouse, child (including step or adopted) or parent (including adoptive), and for the scheduled working hours on three (3) consecutive working days following the death of a step-parent, sibling (including half or step), grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandchild. In counting “consecutive working days”, an employee’s regularly assigned days off would be excluded. Requests for additional bereavement time in the form of sick leave shall not be unreasonably denied but will be judged on the circumstances presented to the Sheriff at the time of the request.

### **24.00 MILITARY LEAVE**

**24.01** Military leave shall be granted in accordance with State and Federal law.

### **25.00 HOLIDAYS**

**25.01** The following are paid holidays for eligible employees:

New Year’s Day	January 1 <sup>st</sup>
Martin Luther King Birthday	Third Monday in January
President’s Day	Third Monday in February
Spring Holiday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran’s Day	November 11 <sup>th</sup>
Thanksgiving	Fourth Thursday in November and the Friday after
Christmas Eve Day	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

**25.02** In order to be eligible for holiday pay, the employee must work the scheduled working day immediately preceding and immediately following the holiday, unless the employee’s absence is excused. Employees who call in sick on a holiday listed in Section 25.01 shall not receive holiday pay pursuant to this Article.

**25.03** All eligible employees shall receive holiday pay. Holiday pay is computed at the employee’s regular straight-time hourly rate for the number of hours the employee is normally and regularly scheduled to work immediately prior to the holiday, not to exceed eight (8) hours.

**25.04** Eligible employees who do not work a holiday shall receive holiday pay, unless the holiday falls on the employee’s regularly scheduled day off, or unless the holiday falls on a

regularly scheduled vacation day. If so, then the employee has the option of receiving time off in lieu of pay.

**25.05** Eligible employees who work a holiday shall receive one and one-half times their regular straight-time hourly rate of pay for hours worked on the holiday plus holiday pay. In lieu of the above, eligible employees who work a holiday may earn time off at the rate of one and one-half hours for each hour worked plus holiday pay.

**25.06** If an employee opts to accumulate holiday hours, in lieu of pay, in no case shall those hours be accumulated and/or used in excess of forty (40) in a contract year. Once forty (40) holiday hours are accumulated and/or used, all further holiday hours shall be paid at the appropriate rate. Any holiday hours which are accumulated and unused at the end of the contract year shall be paid. Requests for holiday time off of more than two (2) days shall be submitted by the employee to his or her shift commander, or designee, at least five (5) working days in advance of date of time off, if the shift commander or designee is on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. The request will be approved or denied within seventy-two (72) hours of the date and time of request. Requests for holiday time off for two (2) days or less may be submitted with no advance notice.

## **26.00 HEALTH AND LIFE INSURANCE**

**26.01** The County shall make available to all employees a group health insurance plan. Employees shall be eligible for health insurance coverage if they work at least thirty (30) hours per week and after the completion of ninety (90) days of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage. Employees may elect health insurance coverage for themselves and their eligible dependents.

**26.02 Health Insurance Plan/Benefit Structure** The County shall provide group health coverage. Changes to the benefits structure of the Health Insurance Plan to be offered in subsequent fiscal years may be modified only in accordance with the terms of the Agreement for Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix F.

**26.03 Additional Alternative Health Care Plans** The County may offer additional alternative health care plans to its Employees only in accordance with the terms of the Agreement for Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix F. If an employee selects an alternate health care plan provided by the County with a premium rate higher than the Health Insurance Plan defined in 26.02 and 26.03, the employee shall pay the additional premium cost associated with that plan. If an employee selects an alternative health care plan provided by the County with a premium rate lower than the Health Insurance Plan defined in 26.02 and 26.03, the County shall make available the difference in annual premium to be applied toward deductible costs through a Health Reimbursement Account made available to the employee.

**26.04 Employee Premium Cost Sharing** Beginning December 1, 2014 through December 31, 2015, for employees enrolling in a health insurance plan covering the employee

only, each employee shall pay eight percent (8%), not to exceed fifty-six dollars (\$56.00) monthly toward the single medical insurance premium cost, and the County shall pay the remaining balance of the premium cost. Beginning January 1, 2016 through December 31, 2016, for employees enrolling in a health insurance plan covering the employee only, each employee shall pay ten percent (10%), not to exceed eighty-three (\$83.00) monthly toward the single medical insurance premium cost, and the County shall pay the remaining balance of the premium cost.

**26.05 Dependent Premium Cost Sharing** Beginning December 1, 2014 through December 31, 2015, employees who enroll in a health insurance plan that also covers dependents, the County will contribute fifty (\$50.00) dollars monthly toward the medical insurance premium cost of the dependent coverage selected by the employee. Beginning January 1, 2016 through December 31, 2016, the County will contribute seventy dollars (\$70.00) monthly toward the medical insurance premium cost of dependent coverage selected by the employee. The County's contribution shall include the amount set forth in 26.04 plus the additional monthly amounts listed above each year of the Contract. The employee shall pay the balance of the monthly medical insurance premium costs for the Employee's dependents, except in the case where both spouses are employed by the County.

**26.06** When spouses are both employed by the County, the County shall pay the designated premium described above for the spouse who signs up for family coverage, and the County shall contribute to the family coverage on behalf of the second spouse, an amount equal to the premium contribution to be paid by the Employer in that fiscal year as defined in 26.04, or an amount equal to the balance due for that couple's family/dependent coverage, whichever is less.

**26.07** The County will make available at its group rate health insurance coverage for Employees who retire and their dependents. The premium for retiree and retiree dependent coverage will be paid in full by the retired Employee.

**26.08** An Employee on an extended leave of absence without pay or on FMLA leave who fails to pay his portion of health insurance premiums by the appropriate due date, shall have his health insurance cancelled. Upon such Employee's return to work, he shall have thirty (30) days to notify the County in writing of his desire to reinstate his health insurance coverage. The effective date of the reinstated health insurance coverage shall be the date upon which the Employee returns to work. The Employee shall be responsible for his portion of health insurance premiums retroactive to the pay period within which the Employee returns to work. If an Employee fails to reinstate his health insurance coverage within thirty (30) days of his return to work, he shall be ineligible for health insurance coverage through the County until the next open enrollment period.

**26.09 Life Insurance** The County shall provide employees with life insurance coverage of \$20,000. Employee shall be eligible for life insurance coverage if he works at least thirty (30) hours per week and has completed at least ninety (90) days of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage.

**26.10** Insurance benefits shall be subject to the provisions of the policy or policies between the Employee and the carrier(s). A dispute between an Employee or his beneficiary and

the insurance carrier or agent or processor of claims shall not be subject to the grievance procedure provided for in this Agreement.

**27.00 UNIFORMS AND EQUIPMENT**

**27.01** The Employer and Union agree that officers covered by this Agreement shall be allowed to purchase, at the employee’s expense, additional items of clothing or equipment, not listed in the following paragraphs, provided that such clothing or equipment is authorized by the Sheriff.

**27.02** Employer shall provide the following apparel to uniformed officers in the Corrections Division:

<u>Amount</u>	<u>Item</u>
3	Uniform Pants
3	Short Sleeve Shirts
3	Long Sleeve Shirts (Optional to employee)
1	Winter Coat or Jacket
As Needed	Uniform Tie
2	Name Tags
1	Department Authorized Badges
1	Garrison Belt - black
1	Handcuff case - black
1	Key Fob - black
1	Handcuffs
As Needed	Sheriff’s patches
1	Pepper mace carrier
As Needed	Pepper mace
As Needed	Service Tag - “Serving Since ____”
1	Lightweight Jacket

**27.03** Employer shall replace the above-listed apparel as needed.

**28.00 PARKING**

**28.01** Employees will arrange for the parking of their privately-owned vehicles.

**29.00 PENSIONS**

**29.01** The County shall continue to make its share of the contributions to IMRF for all eligible employees covered hereunder as required by Illinois law. Employees hired prior to the date this Agreement goes into effect shall continue in the pension benefit structure in effect prior to ratification. Employees hired after the date this Agreement goes into effect shall participate in IMRF as do other County employees.

### **30.00 MAINTENANCE OF STANDARDS**

**30.01** All economic benefits which are not set forth in this Agreement and are currently in effect for these Bargaining Unit members shall continue and remain in effect for the term of this Agreement.

The purpose of this Section is to establish a basis for making changes in conditions of employment. The Employer and Employee Bargaining Unit are able to make requests. It is expressly understood and agreed that said requests shall not be considered negotiations for the purpose of altering any or all of the terms of this Agreement.

**30.02** All economic benefits which are set forth in this Agreement will continue in effect for the Bargaining Unit members and remain in effect for the term of this Agreement.

**30.03** Conditions of employment, not considered economic benefits, for this Section are policies, written and unwritten, and established practices. In the operation of any department it is for all practical purposes, impossible to list all of the conditions of employment. Therefore, the following procedures are established for the County and the Bargaining Unit.

(a) **The County:**

- (i) Changes in policies or practices will be made either verbally or in written form.
- (ii) The Bargaining Unit will have ten (10) calendar days to comment on changes in conditions, as defined in this Section.
- (iii) (A) If no objection is made, no further action is needed.  
(B) If an objection is provided by the Bargaining Unit, a Labor-Management Conference will be held, as provided in Article 38.00.
  - (1) If agreement is reached, no further action is needed.
  - (2) If no agreement is reached, either party may initiate the grievance procedure at Step 2.

(b) **The Bargaining Unit:**

- (i) Requests for changes in policies or practices will be submitted in writing.
- (ii) The County will have ten (10) calendar days to respond to the Bargaining Unit's request on changes in conditions as defined in this Section.
- (iii) (A) If the County agrees, no further action is needed.  
(B) If an agreement does not occur, a Labor-Management Conference will be held, as provided in Article 38.00.

- (1) If agreement is reached, no further action is needed.
- (2) If no agreement is reached, the conditions of employment, as defined in this Section, will continue.

## **31.00 GRIEVANCE PROCEDURE**

### **Definition and Procedure**

**31.01** A grievance is defined as a difference of opinion raised by the employee, the Union or the Employer, involving the meaning, interpretation or application of the express provisions of this Agreement. An employee or Union grievance shall be processed in the following manner:

**Step 1:** Any employee who has a grievance shall submit it in writing within ten (10) business days of the event or when the employee or the Union becomes aware of the occurrence of the event giving rise to the grievance to the Superintendent or successor or designee in his absence. The Superintendent or successor or designee in his absence shall give his written answer within three (3) business days after such presentation. A business day is defined as Monday through Friday except those days designated as holidays in this contract.

If the grievance is against the Superintendent or successor, then it shall be submitted to the Chief Deputy.

**Step 2:** If the grievance is not settled in Step 1 and grievant wishes to advance the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Sheriff within ten (10) business days after the Superintendent's or his successor's or his designee in his absence answer in Step 1 and shall be signed by both the employee and the Union representative. The Sheriff, or his designated representative, shall discuss the grievance within five (5) business days with the employee and the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Sheriff, or his designated representative, shall give a written answer to the employee within five (5) business days following their meeting. If the grievance is not settled in Step 2 and the grievant desires to continue, it may be referred to arbitration pursuant to Section 31.03 of the Agreement.

### **Employer Grievance**

**31.02** If the Employer has a grievance, its representative shall take the matter up first with the Union representative and they shall attempt to adjust the matter. If they fail to agree upon a settlement within five (5) days, the Employer and the Union shall reduce their respective positions to writing and then the Employer may request that the grievance be referred to arbitration in accordance with the Agreement.

### **Arbitration**

**31.03** If the grievance is not settled in accordance with the foregoing procedure, the employee may refer the grievance to arbitration within fifteen (15) business days after receipt of the Step 2 decision or the Chairman's answer pursuant to Section 36.03. The parties shall attempt

to agree upon an arbitrator within five (5) business days after receipt of notice of referral to arbitration, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately file a joint request for a panel of arbitrators. A flip of the coin shall determine which party shall be afforded the opportunity to strike the first name. This process will be repeated and the last remaining person on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time and place, subject to the availability of the Employer and Union representative.

### **Authority of Arbitrator**

**31.04** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer under law and applicable court decisions. The arbitrator shall submit in writing his decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator, made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, shall be final and binding.

### **Expenses of Arbitration**

**31.05** The fee and expenses of the arbitrator and the cost of a single copy of a written transcript of the arbitration, if there is one, for the arbitrator, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript, if any.

### **Time Limit for Filing**

**31.06.1** No grievance shall be entertained or processed unless it is submitted within the time frame provided in Step 1 above.

**31.06.2** The time limit in each step may be extended by mutual written agreement of the Employer and employee or Union representative. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The term "business days", as used in this Article, shall mean Monday through Friday, excluding holidays.

## **32.00 MERIT COMMISSION**

**32.01** The parties recognize that the Champaign County Merit Commission has certain statutory authority over employees covered by this Agreement pursuant to the Sheriff's Merit Commission Act, as amended, and County resolutions adopting that statutory system. Nothing in this Agreement is intended in any way to change the statutory authority and jurisdiction of the Merit Commission. The parties agree that those provisions of 33.06 and 33.07 concerning the right to process grievances concerning disciplinary matters is intended to create an alternative procedure which may be elected for resolving disciplinary matters which would otherwise fall under Merit Commission jurisdiction.

## **33.00 DISCIPLINE AND DISCHARGE**

**33.01** Post-PROBATIONARY employees shall be disciplined and/or discharged for just cause consistent with this Agreement and the Merit Commission statutes, rules and regulations. The Sheriff agrees that disciplinary action shall be investigated and issued as follows:

- (a) Employees shall be notified, in a timely fashion, of disciplinary investigations. This notice shall be in writing and on the approved Sheriff's Office from commonly referred to as the "Champaign County Sheriff's Office Employee Warning Record" or any such form that is approved to replace the current form.
- (b) Disciplinary resolutions shall be served upon the officer within fifteen (15) business days of the notice of disciplinary investigation subject to the following provisions:
  - i. In the event that a disciplinary investigation shall take longer than fifteen (15) business days to complete, the Sheriff must notify the affected employee, in writing, that the investigation is still pending. This notice shall occur no more than fifteen (15) business days from the initial notice of disciplinary investigation and each and every fifteen (15) business days thereafter until the disciplinary resolution is issued.
  - ii. If disciplinary investigations are not initiated and/or disciplinary action is not issued within the time limits set forth in Sections 33.01(a), 33.01(b) and/or 33.01(c), then the County and the Sheriff shall be barred from disciplining the employee for the alleged misconduct.
  - iii. If the alleged conduct is the subject of a criminal investigation, the provisions of this paragraph 33.01 are inapplicable during the investigation and subsequent prosecution, if any. If such investigation concludes and no criminal charges are filed as a result thereof, and the Employer elects to take disciplinary action, then this paragraph 33.01 shall apply as if the period during which the investigation was conducted tolled the time parameters set forth herein.

**33.02** The Sheriff agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the Sheriff shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

**33.03** Disciplinary action may include, but not necessarily be limited to, one or more of the following; however, the types of disciplinary action imposed shall be based on the seriousness of the offense:

- (a) Oral warning or reprimand;
- (b) Written reprimand;
- (c) Suspension with pay;
- (d) Suspension without pay up to and including 3 days;
- (e) Suspension without pay for more than 3 days;
- (f) Suspension pending ultimate discharge.

**33.04** The Sheriff must initiate disciplinary action under Sections 33.03(e) and (f) pursuant to Merit Commission statutes, rules and regulations, and the Sheriff shall bear the burden of proof in such cases.

**33.05** The Sheriff shall comply with the provisions of the Illinois Uniform Peace Officers' Disciplinary Act in conducting any formal investigation as defined in the Act.

**33.06** All discipline may be grieved. Grievances involving discipline or discharge shall be initiated at Step 2 of the grievance procedure, within ten (10) business days of the employee's or Union's knowledge of the disciplinary action. In the case of disciplinary action under Sections 33.03(d), (e) and (f), above, the employee and the Union shall make an election between continuing through with the grievance procedure or continuing under the Merit Commission rules and regulations. The election of forum must be made in writing not later than the final date for referring any such grievance to binding arbitration under Section 31.03. The election is irrevocable. The right to have a hearing before the Merit Commission and the right to pursue disputes regarding disciplinary actions under the grievance procedure are mutually exclusive, and under no circumstances shall an employee or the Union have the right to a hearing in both forums. It is agreed that only the Union, and not the individual employee, shall have the right to refer such grievances to arbitration; however, this shall not limit the right of the individual employee to pursue the matter before the Merit Commission with or without Union approval.

**33.07** If the employee and/or Union fail to make their election of forum pursuant to Section 33.06, the matter cannot be further pursued through the Merit Commission.

**33.08** Except in cases involving disciplinary action under Section 33.03(f), no employee shall suffer a loss or reduction in pay during any disciplinary proceeding. In instances where the Sheriff, under Section 33.03(f), has filed a complaint with the Merit Commission seeking to discharge the employee, the employee shall remain in full pay status for a period of thirty calendar (30) days after the filing of the complaint, unless such employee has been charged by indictment or complaint to have violated any provision of the Illinois Criminal Code or any statute of the United States or of any of the states, in which case the employee shall not remain in paid status

upon filing of the complaint with the Merit Commission. After that thirty-day (30) period, the employee shall be placed in no pay status pending a final award or decision in the disciplinary procedure elected. If the discharge is not granted, the award or decision shall include a ruling on the employee's entitlement to back pay and other relief as may be appropriate. The parties recognize that it may not be possible to have the matter heard and decided within that thirty-day period due to matters beyond their control, but the parties agree not to act in a dilatory manner or engage in conduct that unreasonably delays the hearing and ruling within that thirty-day (30) period. The Merit Commission or the arbitrator shall make its/his decision or award as expeditiously as possible, granting such relief or remedy as may be appropriate.

### **34.00 PERSONNEL FILES**

**34.01** The personnel file maintained by the Sheriff shall be designated the "personnel file" under the Agreement. The personnel file of an employee shall be open and available for inspection by that employee. The employee shall retain the right to give permission, provided such permission is in writing, to a representative acting in his behalf to review his personnel file. Inspection shall occur during regular business hours at a time and in a manner acceptable to the employee and the Employer. An employee may inspect his personnel file three times per year during working hours. Additional inspection shall be during the employee's non-working hours. An employee may copy his personnel file if he bears the cost of duplication. Pre-employment information (e.g. reference checks and responses) or information provided to the Employer, with the specific request that it remain confidential, shall not be subject to inspection or copying. All information or documents which have been made a part of the employee's permanent personnel file which may be used in any judicial or quasi-judicial proceeding shall be available for an employee's inspection.

**34.02** The employee shall be notified in writing prior to any disciplinary action being recorded in the personnel file. Citizen or resident complaints shall not be placed in the personnel file unless disciplinary action is taken. Upon request of the employee; oral warnings or reprimands shall be removed after one (1) year and written reprimands after three (3) years unless there has been other similar disciplinary action within that time period. The disciplinary record shall be destroyed in the presence of the employee and Employer (or representative).

**34.03** The Sheriff shall not forward any personnel records to the Merit Commission unless there is a specific recommendation for action to be taken by the Merit Commission.

### **35.00 INDEMNIFICATION**

**35.01** Employer shall provide indemnification of employees for actions against them arising out of the performance of their duties as it has done in the past.

### **36.00 SAFETY ISSUES**

**36.01** The Employer shall have the right to make reasonable rules to ensure the safety and health of employees. All employees shall comply with all safety rules and regulations established by the Employer.

**36.02** Where a clear and present danger exists, the Union or employees may initiate a grievance at the final step of the grievance procedure preceding arbitration as set forth in Section 31.01 or pursuant to Section 36.03. In the event that the Union or employee initiates a grievance regarding Safety Issues pursuant to Section 31.01, and the Union or the employee wish to proceed with the grievance following a response from the Sheriff or the Sheriff's designee, the Union or employee may proceed to Section 36.03.

**36.03** Any grievance filed pursuant to this Section shall be referred by the employee, in writing, to the Chairman of the County Board, within ten (10) business days. A meeting among the employee, the Union representative, the Chairman, or his designated representative, and the Sheriff, or his designated representative, shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Chairman or his designated representative, the Sheriff or his representative, and the Union representative. If not settled, the Chairman's written answer shall be given to the employee within five (5) business days following the meeting. If the grievance is not settled and the grievant desires to continue, it may be referred to arbitration pursuant to Section 31.03 of the Agreement.

### **37.00 BULLETIN BOARDS**

**37.01** The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union. No political nor derogatory material of any sort may be placed on the bulletin board.

### **38.00 LABOR-MANAGEMENT CONFERENCES**

**38.01** The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, meetings be held if mutually agreed between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties; and
- (c) Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.

**38.02** It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Disputes arising as a

result of such conferences shall not be the subject of grievance. The refusal to meet more than three (3) times each year shall not be the subject of grievance.

**38.03** Attendance at labor-management conferences shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

### **39.00 F.O.P. REPRESENTATIVES**

**39.01** If necessary, grievances may be investigated during an employee's working time, but without pay. Time spent presenting or investigating grievances during working hours shall be reasonable and by agreement between the Union and Employer, and which agreement shall not be unreasonably withheld. Employees shall be paid for scheduled working hours lost when required or entitled as a Union representatives, witness, or grievant, to attend the following: grievance meetings with the Employer, arbitration hearings, Merit Commission hearings, and meetings called or agreed to by the Employer.

**39.02** Employees serving on the Union negotiating team who are scheduled to work during hours in which collective bargaining is scheduled shall, for the sole purpose of attending scheduled bargaining, be excused from their regular duties without loss of pay. Such employees will not be paid for time while attending bargaining sessions during which they would otherwise not be scheduled to work. In the event the Union negotiating team has more than two (2) employees regularly attending scheduled bargaining, the paragraph can be reopened for the purpose of negotiating time off and pay to affected employees.

### **40.00 FAIR SHARE**

**40.01** Employees who are not members of the Union shall be required to pay, in lieu of dues, their proportionate fair share as defined by 5 ILCS 315/3. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted biweekly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constitutes each non-member employee's share and shall not exceed dues uniformly required of members.

**40.02** The Union hereby certifies that it shall provide such non-member employees the following:

- (a) In advance, an adequate explanation of the basis of the fair share;
- (b) A reasonably prompt opportunity to challenge the amount of the fair share before an impartial decision-maker; and
- (c) An escrow for the amounts reasonably in dispute while such challenges are pending.

**40.03** Should an employee object to their contribution being paid to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount, equal to their fair share, shall be paid by the employee to a non-religious, charitable organization mutually agreed upon by the employee affected and the Union. For this purpose, the Union shall certify to the Employer the names of all employees covered who are relieved of the obligation to pay a fair share fee by virtue of this Section. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

**40.04** The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, liability, damages and costs of defense, including reasonable attorney's fees arising from any action taken by the Employer in complying with this provision.

#### **41:00 DUES DEDUCTION**

**41.01** Upon receipt of an appropriate written authorization from an employee, the Employer agrees to deduct Union dues and initiation fees, if any, from such employee's pay. The Union will notify the Employer in writing of the amount of the uniform dues and fees to be deducted. The Union shall advise the Employer of any increase in dues or fees in writing at least thirty (30) days prior to its effective date. Deductions shall be made each pay period and shall be remitted biweekly to the Union at the address designated in writing to the Employer by the Union. Employer shall be obligated to make such deductions until notified in writing that the employee is revoking or amending the authorization.

**41.02** The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, liability, damages, and costs of defense, including reasonable attorney's fees arising from any action taken by the Employer in complying with this provision.

#### **42.00 INTEREST ARBITRATION**

**42.01** The parties agree that upon mutual consent, they may alter the procedures contained in 5 ILCS 315/14, in the following respects:

- (1) Agree upon a single impartial arbitrator to resolve their disputes in place of a panel of three (3) arbitrators;
- (2) Choose the time and place of the hearing;
- (3) At anytime before the rendering of an arbitral award, resume collective bargaining for any length of time and suspend the arbitration proceedings during the continued resumption of collective bargaining.

**42.02** If either party does not agree, or if the above procedure is not successful, then both parties agree that they will use 5 ILCS 315/14 to resolve impasse.

### **43.00 ENTIRE AGREEMENT**

**43.01** Subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act, this concludes collective bargaining between the parties over those matters which were the subject of bargaining during the negotiations leading to this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**43.02** This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed as provided in the Management Rights provision. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact or effects of the Employer's exercise of its rights as set forth herein on wages, hours and other conditions of employment.

This Agreement may only be amended during its term by the parties' mutual agreement in writing.

### **44.00 SAVINGS CLAUSE**

**44.01** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, the parties shall attempt to renegotiate the invalidated provision. All remaining provisions of this Agreement shall remain in full force and effect.

### **45.00 DRUG POLICY**

**45.01** The desire of both parties is to protect the safety of the public and other employees, yet safeguard the rights of individual employees. Therefore, the parties agree that drug and alcohol testing shall be conducted, as follows:

1. Where the Employer has just cause to believe an individual employee is under the influence of alcohol or controlled substances, the Employer may order individual employees to submit to blood or urine tests to determine the presence of alcohol and/or drugs. The Employer shall set forth in writing to the employee at the time the order to submit to testing is given, the basis for such just cause, including all objective facts and reasonable subjective observations and conclusions drawn from those facts.

2. The Employer agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:

- (1) Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs;
- (2) Establish a chain of custody procedures for both sample collecting and testing that will insure the integrity of and identity of each sample test result;
- (3) Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (4) Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
- (5) Provide the employee tested with an opportunity to have the additional portion of the same sample confirmed if the tests in the initial screening have proved positive, at the Employer's expense;
- (6) Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing, at the employee's expense;
- (7) Provide each employee tested with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory and any other information provided to the Employer by the laboratory;
- (8) Ensure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the employee.

3. The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding.

4. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, or consequences of the test.

#### **46.00 DUTY TRADE**

**46.01** The Sheriff, or his designee, is authorized to approve requests by officers to exchange duty shifts or days off (without a change in pay), provided that the officers involved are equally capable of performing each other's respective jobs, and are willing and able to make the exchange.

## **47.00 WEAPONS LOAN PROGRAM**

**47.01** The County shall make available funds to employees within the bargaining units for the purpose of providing loans to employees within these bargaining units for the purpose of purchasing firearms.

**47.02** The amount available shall be twenty-thousand dollars (\$20,000.00). This amount is a 'rolling' amount; as funds are repaid, they are available for other loans.

- a. The County shall make the funds available within a reasonable amount of time of ratification of this Agreement.
- b. Two-thousand dollars (\$2,000.00) shall be available exclusively to newly-hired employees.
- c. A maximum of one-thousand dollars (\$1,000.00) for the purchase of a shoulder weapon or five-hundred dollars (\$500.00) for the purchase of a handgun may be loaned to an employee at any one time. An employee may only take out one loan at a time.

**47.03** The order in which employees become eligible for a loan under this Article shall be by seniority. Prior to receiving the loan:

- a. The loan must be pre-approved in writing by the division commander;
- b. The employee must provide a copy of the invoice for the weapon in order to receive the loan;
- c. The employee shall complete any necessary paperwork necessary for the County to deduct repayment amounts through payroll deduction; and
- d. The employee shall agree in writing that, in the event the employee leaves employment with the Champaign County Sheriff's Office for any reason prior to fully repaying the loan, the remainder of the amount owed may be withheld from the final paycheck to the fullest extent permitted by law, and that nothing in this Agreement otherwise affects or diminishes the rights of the County or the Union to pursue other legal remedies in order to recover unpaid money loaned under this Article.

**47.04** Repayment of the loan shall be through payroll deduction in twenty-four (24) equal installments. The employee may repay the loan in fewer than twenty-four equal installments, thereby making the funds available for use for another loan.

**48.00 TERM OF AGREEMENT**

**48.01** This Agreement shall be effective December 1, 2014, and shall continue in full force and effect until December 31, 2016, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to December 31, 2016, either party gives written notice to the other of the intention to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE EMPLOYER:

FOR THE UNION:

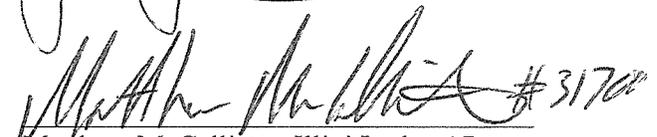
\_\_\_\_\_  
Daniel Walsh, Sheriff

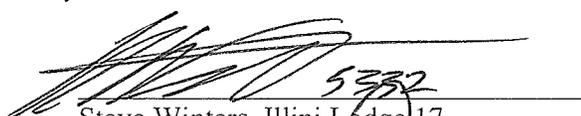
  
\_\_\_\_\_  
David Umbarger, Illini Lodge 17

\_\_\_\_\_  
Patti Petrie, Chair  
Champaign County Board

  
\_\_\_\_\_  
Janelle Jaskula, Illini Lodge 17

  
\_\_\_\_\_  
Joshua Jones, Illini Lodge 17

  
\_\_\_\_\_  
Matthew McCallister, Illini Lodge 17

  
\_\_\_\_\_  
Steve Winters, Illini Lodge 17

  
\_\_\_\_\_  
William Jarvis, Attorney  
Illinois Fraternal Order of Police  
Labor Council

**APPENDIX A - WAGES**

	<b>FY2015</b>	<b>FY2016</b>
	<b>12/1/2014- 12/31/2015</b>	<b>1/1/2016- 12/31/2016</b>
<b>Start</b>	\$19.23	\$19.52
<b>1</b>	\$20.33	\$20.63
<b>2</b>	\$20.80	\$21.11
<b>3</b>	\$21.24	\$21.56
<b>4</b>	\$21.69	\$22.02
<b>5</b>	\$22.46	\$22.80
<b>6</b>	\$22.86	\$23.20
<b>7</b>	\$23.25	\$23.60
<b>8</b>	\$23.63	\$23.98
<b>9</b>	\$24.02	\$24.38
<b>10</b>	\$24.57	\$24.94
<b>11</b>	\$25.03	\$25.41
<b>12</b>	\$25.47	\$25.85
<b>13</b>	\$25.93	\$26.32
<b>14</b>	\$26.37	\$26.77
<b>15</b>	\$26.93	\$27.33
<b>16</b>	\$27.38	\$27.79
<b>17</b>	\$27.88	\$28.30
<b>18</b>	\$28.38	\$28.81
<b>19</b>	\$28.74	\$29.17
<b>20</b>	\$29.22	\$29.66
<b>23</b>	\$29.58	\$30.02
<b>25</b>	\$29.94	\$30.39

**APPENDIX B - DUES AUTHORIZATION FORM**

**Illinois Fraternal Order of Police Labor Council  
974 Clock Tower Drive  
Springfield, Illinois 62704**

I, \_\_\_\_\_, hereby authorize my employer, the County of Champaign, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.*



# GRIEVANCE FORM

(use additional sheets where necessary)

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

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

## STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_

Grievant's Signature FOP Representative Signature

## EMPLOYER'S RESPONSE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

\_\_\_\_\_

Person to Whom Response Given

Date

## STEP TWO

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

FOP Representative Signature

## EMPLOYER'S RESPONSE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

\_\_\_\_\_

Person to Whom Given

Position

Lodge/Unit No. / Year / Grievance No.

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

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

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

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

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



## **APPENDIX D - AFFIRMATIVE ATTENDANCE**

### **Section 1 – Statement of Policy**

It is the policy of the Champaign County Corrections Division (CCCD) that all employees report for duty as scheduled and on time. This policy shall be applied in accordance with the Collective Bargaining Agreement and the principles of progressive discipline.

### **Section 2 – Definitions**

- A. Benefit Time – Sick days, vacations days, personal business days, compensatory time (time due) and holiday time due earned.
- B. Unauthorized Absence – An absence by an employee for which time has not been approved and the employee is docked.
- C. Sick Leave – An absence by an employee who calls the CCCD on-duty supervisor for the use of Sick Leave without prior approval.
- D. Employee Start Time – The starting time will be fifteen (15) minutes before the assigned hour on all shifts.
- E. Absent Late Call – Any employee calling the CCCD on-duty supervisor for the use of Sick Leave, where the call is received less than two (2) hours prior to the employee's starting time up to one (1) hour after the employee's starting time.
- F. Absent No Call – An employee calling the CCCD on-duty supervisor for the use of Sick Leave, where the call is received more than one (1) hour after the employee's starting time or failure to call the Department at all.
- G. Proper Medical Documentation – Documentation of sick leave use that contains the following MINIMUM elements:
  - a. Printed name, address, phone number, and signature of medical practitioner
  - b. Date(s) of the examination/ visit, date(s) employee was unable to work and the date the employee can return to work and restrictions.
  - c. Indication that the employee was unable to work due to personal or family illness.

### **Section 3 – Procedures**

#### **A. Use of Sick Leave**

1. The following Medical Call-in Schedule shall be adhered to when calling the CCCD Medical Line (To Be Determined) for the use of Sick Leave :

MEDICAL CALL-IN SCHEDULE

Shift	Call-In Requirements	Absent Late Call	Absent No Call
0800hrs. – 1600hrs.	Prior to 0546 hours	0546hrs. – 0845hrs.	After 0845 hours
1600hrs. – 2400hrs.	Prior to 1346 hours	1346hrs. – 1645rs.	After 1645 hours
0000hrs. – 0800hrs.	Prior to 2146 hours	2146hrs. – 0045hrs.	After 0045 hours

2. Request for the pre-approved Sick Leave must be submitted no later than twenty-four (24) hours in advance of the date to be used for scheduled physician visits, medical treatment, physical therapy or other clinical situations.
3. In circumstances where the employee calls-in and Sick Leave is exhausted, the employee will be docked.

**B. Monthly Review**

1. The Superintendent or designee shall conduct reviews of all employees’ attendance record each month.

**C. Monitoring Procedures**

1. Suspected abuse of Sick Leave will be based on an identifiable pattern as determined by the reviewer to include the following:
  - a. Use of Sick Leave in conjunction with scheduled days, approved benefit time and/or in conjunction with Holidays, off more than three (3) occurrences in a six (6) month period;
  - b. Use of Sick Leave once it is earned more than three (3) occurrences in a six (6) month period, in a pattern of burned as it is earned, regardless of sick leave time amount on the books; or,
  - c. Other patterns which cause the Superintendent or designee to suspect abuse of Sick Leave.
2. The Superintendent or designee will meet with the employee to discuss attendance concerns and corrective measures. The counseling must be documented on a “CCCD Affirmative Attendance Counseling” form.
3. No incident of Sick Leave for which the employee provided “proper medical documentation” with the date of examination occurring before and/or during the period of sick leave, as defined in Section 2 – G shall be used against the employee in determining a pattern of suspected abuse.

#### **D. Proof Status**

1. Employees previously counseled for suspected abuse of Sick Leave who continue to show a pattern of Sick Leave abuse will be placed on Proof Status.
2. Employees placed on Proof Status will be given written notice of the placement on Proof Status for a ninety (90) day period and must complete the ninety (90) day period in full compliance of the contents of this section.
3. Employees who complete the ninety (90) days Proof Status with improved attendance and/or appropriate documentation throughout, will receive written notice that Proof Status is terminated.
4. Employees who are unable to complete the ninety (90) days Proof Status period shall receive written notice of their continuation on proof status for an additional ninety (90) day period along with written notice of progressive discipline for failure to successfully complete Proof Status/Sick Leave abuse.
5. An employee on Proof Status must provide proper medical documentation, with the date of examination occurring before and/or during the period of sick leave, as defined in Section 2 - G, for the use Sick Leave taken within three days after returning to work. Failure to provide proper medical documentation by the employee on Proof Status will result in the employee being docked.
6. If the medical documentation while on Proof Status is not provided within three (3) days after returning to work, the shift supervisor will initiate disciplinary action.
7. It is the responsibility of the employee on Proof Status to provide documentation.
  - a. Documents that do not contain the minimum elements will not be accepted and the employee will be notified.
  - b. If acceptable documentation is not provided within three (3) days after returning to work, the absence(s) will be considered UNAUTHORIZED and the employee will be docked for the day(s) in question.
8. At any time, if grounds exist to suspect abuse of Sick Leave, the Superintendent or designee may require an employee to produce proper medical documentation.
9. Employees on Proof Status who utilize Sick Leave for bereavement must provide the appropriate documentation. The documentation must include the date and location of the wake, funeral, memorial service, or internment that the employee attended.
10. The progressive discipline will be followed for the abuse or misuse of Sick Leave.

11. Employees requesting special consideration for not being placed on Proof Status must submit a memorandum to the Superintendent or his successor, explaining why they should not be placed on Proof Status (i.e. applying for disability, etc.). Only the Superintendent, Chief Deputy or Sheriff can approve deferral of Proof Status for a qualified reason.
12. Documentation relevant to this Appendix shall be filed in the employee's personnel file.
  - a. Upon request of the employee, CCCD Affirmative Attendance Counseling Forms shall be removed after one (1) year unless there is another similar corrective action within that time period;
  - b. Upon request of the employee, documentation related to Proof Status shall be removed after three (3) years unless there has been other similar corrective action within that time period.

#### **E. Unauthorized Absences**

1. Employees will receive disciplinary action against them for Unauthorized Absences.
2. Absences related to ABSENT LATE CALL and ABSENT NO CALL will be considered Unauthorized will be docked for that day(s) taken and discipline will be pursued.

#### **F. Tardiness**

1. An employee is considered tardy if they fail to report for duty at the scheduled starting time at the proper building.
2. An employee who arrives between the start of their scheduled shift and fifteen (15) minutes thereafter will be identified as tardy but will not be docked for the tardiness.
3. An employee who arrives later than fifteen (15) minutes after the scheduled start time will be identified as tardy and docked in fifteen (15) minute increments for each quarter of an hour or portion thereof.
4. An employee who is tardy will work the remainder of his/her scheduled shift only if the employee reports for duty NO LATER THAN one (1) hour after the start of the shift.
5. Employees who arrive with less than seven (7) hours remaining on their scheduled shift after no call to their supervisor of a verifiable emergency will be sent home, carried as Unauthorized Absence and docked for the day.

In cases where extenuating circumstances occur, the Superintendent or designee may override these requirements.

## APPENDIX E - HEALTH INSURANCE BENEFITS

### POS-C 2000 80/50 Premium

Member Benefits	Member Responsibility	
	In-Network	Out-of-Network
<b>Plan Year Deductible</b>	N/A	Single: \$5,000 Family: \$10,000
<b>Plan Year Out-of Pocket Maximum</b> <i>Includes deductible expenses</i>	Single: \$2,500 Family: \$5,000	Single: \$10,000 Family: \$20,000
<b>Be Healthy Preventive Services</b> <i>Immunizations, adult and child annual physical exam, mammograms, PAP smears, cancer screenings and more. Age/frequency schedules apply.</i>	\$0 copayment	50% coinsurance
<b>Primary Care Office Visit</b>	\$25 copayment	50% coinsurance
<b>Specialist Office Visit</b>	\$50 copayment	50% coinsurance
<b>Routine Prenatal Care</b>	20% coinsurance	50% coinsurance
<b>Diagnostic Tests and X-rays</b>	20% coinsurance	50% coinsurance
<b>MRI and CT</b>	\$1,000 copayment, then 20% coinsurance	50% coinsurance
<b>Outpatient Surgery/ Procedures</b>	\$2,000 copayment, then 20% coinsurance	50% coinsurance
<b>Inpatient Hospitalization</b> <i>Including Maternity Care</i>	\$2,000 copayment, then 20% coinsurance	50% coinsurance
<b>Urgent Care Visit</b>	\$50 copayment	50% coinsurance
<b>Emergency Department Visits</b>	\$200 copayment	\$200 copayment <i>deductible does not apply</i>
<b>Emergency Department Transportation</b>	\$100 copayment	\$100 copayment <i>deductible does not apply</i>
<b>Spinal Manipulations</b>	50% coinsurance	50% coinsurance <i>deductible does not apply</i>
<b>Durable Medical Equipment and Other Prostheses Orthopedics and Orthopedic Appliances*</b>	20% coinsurance	not covered
<b>Arm, Leg Prostheses and Custom Orthotics</b>	20% coinsurance	not covered
<b>Eye Exams*</b>	\$40 copayment	not covered
<b>Pharmacy Coverage</b>	See Pharmacy Benefit Summary for details	

\*Copayments and coinsurance payments for these services do not apply to the plan year out-of-pocket maximum.

This is a brief summary of Health Alliance benefits and limitations, which are subject to change. Please refer to the Health Alliance policy for detailed information regarding this plan and its benefits and limitations.

Champaign County maintains a Health Reimbursement Arrangement which reduces many of the member responsibilities shown above. Refer to a separate HRA handout which details the provisions of the HRA.

## Premium Pharmacy Benefits

Member Benefits*	Member Responsibility	
	In-Network	Out-of-Network
Rxtra Drugs	FREE (\$) copayment	50% coinsurance
Value-Based Drugs	\$20 copayment	50% coinsurance
Tier 1	\$7 copayment	50% coinsurance
Tier 2	\$25 copayment	50% coinsurance
Tier 3	\$50 copayment	50% coinsurance
Tier 4	\$100 copayment	50% coinsurance
	<b>(Specialty Pharmacy Preferred/ Specialty Medical Preferred)</b>	
	<i>Preauthorization Required</i>	
Tier 5	\$150 copayment	50% coinsurance
	<b>(Specialty Pharmacy Non-Preferred/ Specialty Medical Non-Preferred)</b>	
	<i>Preauthorization Required</i>	
Tier 6	50% coinsurance	50% coinsurance
	<b>(Non-Formulary Specialty Pharmacy)</b>	
	<i>Preauthorization Required</i>	
<b>Specialty Prescription Drugs</b>		
<i>Individual Plan Out-of-Pocket Maximum**</i>	\$2,500	N/A
<i>Family Plan Year Out-of-Pocket Maximum**</i>	\$7,500	N/A

\*\* Separate from and in addition to the medical plan year out-of-pocket maximum.

This is a brief summary of Health Alliance benefits and limitations, which are subject to change. Please refer to the Health Alliance policy for detailed information regarding this plan and its benefits and limitations.

## **APPENDIX F - AGREEMENT ON JOINT HEALTH INSURANCE COMMITTEE**

**WHEREAS**, the County of Champaign offers a program of group health care coverage to its employees, retirees, and their respective dependents; and

**WHEREAS**, the parties to this Agreement, as set forth below in Paragraph 1, seek to establish a joint process for the operation and structure of the procurement of health insurance for Champaign County and its employees, and to that end, hereby mutually agree to the establishment of a Health Insurance Committee; and

**WHEREAS**, a consensus has been reached among the County Board of Champaign County, the exclusive representatives of the County employees pursuant to the Illinois Public Labor Relations Act, County Employees not so represented by an exclusive representative, and the Administration of the County, that a Health Insurance Committee appears to be the most effective option for dealing with the problem of maintaining quality health care for the County employees and their dependents, while controlling costs.

**NOW, THEREFORE, IT IS AGREED BETWEEN and AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:**

1. The parties to this Agreement are as follows: County of Champaign; American Federation of State, County and Municipal Employees Council 31, Local 900 (AFSCME), and Fraternal Order of Police Labor Council;
2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1. Attachment 1 is the current health insurance plan;
3. The plan as described in Attachment 1 shall continue in force as the Champaign County Health Benefit Plan for the term of this Agreement, unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Health Benefit Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.
4. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or  $\frac{3}{4}$  vote of the total number of members of the Health Insurance Committee, and approved, if necessary (i.e. budget and contract approval), by the County Board of Champaign County, Illinois. As an example, twelve members of a sixteen member committee would be required to vote for a change in order to modify the provisions of the Plan, subject to County Board approval if necessary. Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.
5. Each of the parties has full authority of its governing board, its membership, or whatever group or sub-group within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself

and each of its members to the terms of the Agreement. For the term of this Agreement, this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the County of Champaign may be bargained individually by the parties as provided by law, or established by the County of Champaign for those non-represented employees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Services (FMCS) submit a panel list of seven (7) arbitrators. The representatives of the parties shall within thirty (30) days of their receipt of this list from FMCS engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in Urbana, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the County called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

6. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the County of Champaign. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the County of Champaign and its non-represented employees, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.
7. The Health Insurance Committee shall be composed of sixteen (16) regular and four (4) alternative members appointed by the parties as follows:
  - a. The County Board shall appoint two (2) regular members of the Committee and one alternate as representatives of the Board;
  - b. The AFSCME and FOP unions shall each select four (4) regular members of the Committee and one alternate as representative of each respective union;
  - c. The County Administrator, Health Insurance Specialist, HR Generalist, and three (3) non-bargaining employees appointed by the County Administrator shall constitute the six (6) regular members of the Committee, and one alternate as representatives of administration;

Members of the Committee shall be appointed for a term of 2 years, unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this Agreement. Also recognizing the importance of this committee and the function of this committee attendance is mandatory, and absences must not exceed 2 or more in a one year period, except for emergency reasons. If it becomes necessary to permanently replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.
9. The Committee shall meet on a bi-monthly basis from January through June, and shall meet on a monthly, semi-monthly or weekly basis, as determined by the Committee, from July through September. A special meeting of the Committee shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days written notice to the members. A quorum for any meeting of the Committee is established when at least nine (9) regular members of the

Committee are present, and of those nine (9) there is at least one regular member from each represented bargaining unit and County administration in attendance.

Regular meetings of the Committee will be open to all signatories of this Agreement and outside agencies participating in the Champaign County Health Insurance Plan.

The Co-Chairs of the Committee shall present to the County Board Finance Committee of the Whole at its September meeting, the recommendation from the Health Insurance Committee for the Insurance Plan or Plans to be adopted for the ensuing fiscal year.

10. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the committee who are employees and who are on duty shall be granted time off work to attend Committee and subcommittee meetings and be paid at the appropriate rate when attending said meetings.
11. In the event that, after reasonable effort, the Health Insurance Committee is unable to reach agreement or the Insurance Plan is not approved by the County Board and the Committee, the Health Insurance Committee may be dissolved by the County Board or upon eight or more voting Committee members providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than eight Committee members request to dissolve the Committee, the Committee shall continue to function. In the event that such dissolution occurs, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the Insurance Plan shall remain unchanged as of the date of dissolution.
12. It is agreed and understood that the County of Champaign, being a unit of local government, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of units of local government, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the County and any other party.
13. This Agreement shall remain in full force and effect for a period of three (3) years from the date hereof. This Agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves a thirty (30) day written notice on the others of their wish to modify or terminate this Agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within sixty (60) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within one hundred twenty (120) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of an FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the Agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the Insurance Plan shall remain unchanged as of the date dissolution.

The remainder of the Agreement shall remain unaffected. Each Party represents and warrants to the other that their respective undersigned representatives are fully authorized to enter into and bind it to the terms of this Agreement.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Sherriff Dan Walsh 7/6/15  
Sherriff, Champaign County Date

\_\_\_\_\_  
F.O.P Bargaining Committee Date

\_\_\_\_\_  
Champaign County Board Date

[Signature] 5332 6-26-15  
F.O.P Bargaining Committee Date

[Signature] 33012 6-26-15  
F.O.P Bargaining Committee Date

[Signature] 36000 6-26-15  
F.O.P Bargaining Committee Date

Matthew McAllister #31700 6-26-15  
F.O.P Bargaining Committee Date

[Signature] 35800