

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, October 20, 2022 – 6:30 p.m.

Shields-Carter Meeting Room

Brookens Administrative Center

1776 East Washington Street, Urbana, Illinois

Agenda Items

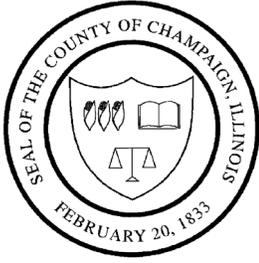
Page #'s

- 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
Tuesday, November 1, 2022 @ 6:30 p.m.
Shields-Carter Meeting Room
 - B. Environment & Land Use Committee
Thursday, November 3, 2022 @ 6:30 p.m.
Shields-Carter Meeting Room
 - C. Highway & Transportation Committee
Friday, November 4, 2022 @ 9:00 a.m.
1605 E Main Street, Urbana
 - Committee of the Whole:
 - A. Justice & Social Services; Policy,
Personnel & Appointments; Finance
Wednesday, November 9, 2022 @ 6:30 p.m.
Shields-Carter Meeting Room
 - County Board:
 - A. Regular Meeting
Thursday, November 17, 2022 @ 6:30 p.m.
Shields-Carter Meeting Room
- VII. Public Hearing
 - A. *Conduct of public hearing concerning the intent of the County Board to sell bonds in an amount not to exceed \$20,000,000 for the purpose of constructing and equipping a jail facility next to the existing satellite jail and bonds in an amount not to exceed \$20,000,000 for the purpose of renovating, repairing and equipping the former County Plaza building for the relocation of various County offices 1-7
- VIII. Public Comment on the Proposed FY2023 Budget
- IX. Public Participation
- X. Presentation
 - A. FY2021 Audit – CliftonLarsonAllen
 - B. Champaign County Area Rural Public Transportation System (C-CARTS) FY2022 Annual Service Report 8-11
- XI. *Consent Agenda 12-26
- XII. Communications
- XIII. Approval of Minutes
 - A. September 22, 2022 – Regular Meeting 27-34
- XIV. Standing Committees:
 - A. County Facilities
Summary of Action Taken October 4, 2022 Meeting 35-36

B.	Environment and Land Use Committee <i>Summary of Action Taken October 6, 2022 Meeting</i>	37
XV.	Areas of Responsibility <i>Summary of Action Taken October 11, 2022 at Committee of Whole Meeting (Justice & Social Services; Finance; Policy, Personnel, & Appointments)</i>	38-41
A.	Policy, Personnel, & Appointments	
1.	Adoption of Resolution No. 2022-231 appointing Jacob Paul to the Sangamon Valley Public Water District, term 12/1/2022-5/31/2027	42-44
2.	Adoption of Resolution No. 2022-232 declaring Joseph R. Biden unequivocally won the 2020 presidential election	45-46
3.	Adoption of Resolution No. 2022-233 declaring Champaign County a Champion of reproductive freedom	47
XVI.	Old Business	
A.	Adoption of Resolution No. 2022-192 appointing Debra Griest to the Beaver Lake Drainage District, term ending 8/31/2025	48-50
XVII.	New Business	
A.	Adoption of Resolution No. 2022-234 authorizing purchases not following purchasing policy	51-52
B.	Adoption of Resolution No. 2022-235 authorizing payment of claims	53
	<ul style="list-style-type: none">The payment register is available on the County’s website at: https://www.co.champaign.il.us/Auditor/OnlineCheckbook.php	
C.	Adoption of Resolution No. 2022-236 authorizing execution and amendment of Downstate Operating Assistance Agreement	54-56
D.	Adoption of Resolution No. 2022-237 authorizing execution and amendment of Federal 5311 Grant Agreement	57-59
E.	Adoption of Resolution No. 2022-238 authorizing the Champaign County Executive to execute an agreement between the County and the East Central Illinois Building & Construction Trades Council regarding a project labor agreement for the County Plaza Renovation project	60-84
XVIII.	Discussion/Information Only	
A.	Update on National Opioid Settlement	85
B.	American Rescue Plan Act	
1.	iRead iCount Draft Budget	86
2.	Mahomet Aquifer Mapping Project (<i>presentation</i>)	
3.	Update from the ARPA Project Manager – Kathy Larson	87-93
XIX.	RECESS	

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

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.



COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois

Thursday, October 20, 2022 - 6:30 p.m.

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

Consent Agenda Items

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A. County Facilities

1. Adoption of Resolution No. 2022-207 approving award of contract for County Plaza Parking Renovation, pursuant to ITB 2022-007 12

B. Finance

1. **Adoption of Resolution No. 2022-219 approving Budget Amendment BUA 2022/9/90 Fund 1080 General Corporate / Dept 040 Sheriff Increased Appropriations: \$23,728 Increased Revenue: \$23,728 Reason: To receive reimbursement for equipment purchases from federal grant funding. 13
2. **Adoption of Resolution No. 2022-220 approving Budget Amendment BUA 2022/9/383 Fund 2630 Circuit Clerk Operation & Administration / Dept 030 Circuit Clerk Increased Appropriations: \$87,019.38 Increased Revenue: \$0 Reason: To pay for JANO services for the implementation of PayIt, the system used to pay fees and costs to the Clerk's Office 14
3. **Adoption of Resolution No. 2022-221 approving Budget Transfer BUA 2022/9/381 Fund 2630 Circuit Clerk Operation & Administration / Dept 030 Circuit Clerk Amount: \$41,065.44 Reason: To transfer funds, allocated for the vacant Court Technology Specialist position, to the professional services line for training on JANO programs 15
4. Adoption of Resolution No. 2022-222 authorizing the cancellation of the appropriate certificate of purchase on a mobile home, permanent parcel number 04-006-0115 16
5. Adoption of Resolution No. 2022-223 authorizing the cancellation of the appropriate certificate of purchase on a mobile home, permanent parcel number 11-013-0025 17
6. Adoption of Resolution No. 2022-224 authorizing the cancellation of the appropriate certificate of purchase on a mobile home, permanent parcel number 14-019-0034 18
7. Adoption of Resolution No. 2022-225 authorizing the cancellation of the appropriate certificate of purchase on a mobile home, permanent parcel number 30-058-0137 19
8. *Adoption of Resolution No. 2022-226 to receive and place on file the FY2023 Tentative Budget 20-22

C. Policy, Personnel & Appointments

1. Adoption of Resolution No. 2022-227 appointing Mark Richardson to the Penfield Water District, term ending 5/31/2027 23
2. Adoption of Resolution No. 2022-228 appointing Steve Moser to the Silver Creek Drainage District, term ending 8/31/2025 24
3. Adoption of Resolution No. 2022-229 appointing Steven Westfall to the Upper Embarras River Basin Drainage District, term ending 8/31/2025 25
4. Adoption of Resolution No. 2022-230 appointing Steven Westfall to the Prairieview Cemetery Association, term ending 6/30/2028 26

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE COUNTY BOARD OF
THE COUNTY OF CHAMPAIGN, ILLINOIS
TO SELL \$20,000,000 NOT TO EXCEED GENERAL OBLIGATION BONDS (PUBLIC SAFETY SALES
TAX ALTERNATE REVENUE SOURCE) AND NOT TO EXCEED \$20,000,000 GENERAL OBLIGATION
BONDS (GENERAL SALES TAX ALTERNATE REVENUE SOURCE).**

PUBLIC NOTICE IS HEREBY GIVEN that The County of Champaign, Illinois (the “*County*”), will hold a public hearing on the 20th day of October, 2022, at 6:30 o’clock P.M. The hearing will be held in the Shields-Carter Meeting Room at the Brookens Administration Center, 1776 East Washington Street, Urbana, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds in an amount not to exceed \$20,000,000 for the purpose of constructing and equipping a jail facility next to the existing satellite jail and bonds in an amount not to exceed \$20,000,000 for the purpose of renovating, repairing and equipping the former County Plaza building for the relocation of various County offices.

By order of the County Executive of The County of Champaign, Illinois.

DATED the 22nd day of September, 2022.

Aaron Ammons
County Clerk,
The County of Champaign, Illinois

MINUTES of a regular public meeting of the County Board of The County of Champaign, Illinois, held in the Shields-Carter Meeting Room at the Brookens Administration Center, 1776 East Washington Street, Urbana, Illinois, in said County at 6:30 o'clock P.M., on the 20th day of October, 2022.

* * *

The County Executive called the meeting to order and directed the Clerk to call the roll.

Upon the roll being called, Darlene A. Kloepfel, the County Executive, and the following County Board Members were physically present at said location: _____

The following County Board Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

At ____ o'clock P.M., the County Executive announced that the next agenda item for the County Board was a public hearing (the "*Hearing*") to receive public comments on the proposal to sell not to exceed \$20,000,000 General Obligation Bonds (Public Safety Sales Tax Alternate Revenue Source) (the "*Public Safety Sales Tax Bonds*") for the purpose of constructing a new jail facility next to the existing satellite jail, and not to exceed \$20,000,000 General Obligation Bonds (General Sales Tax Alternate Revenue Source) (the "*General Sales Tax Bonds*") for the purpose of renovating, repairing and equipping the former County Plaza building for the relocation of various County offices, and explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect thereto.

The County Executive opened the discussion and explained that the reasons for the proposed issuance of the Public Safety Sales Tax Bonds were as follows:

to consolidate the County's jail facilities by constructing an addition attached to the existing satellite jail.

Whereupon the County Executive asked for additional comments from the County Board Members. Additional comments were made by the following:

(If no additional comments were made,
please so indicate with the word "none.")

Written testimony concerning the proposed issuance of the Public Safety Sales Tax Bonds was read into the record by the _____ and is attached hereto as *Exhibit I*.

(If no written testimony was received,
please so indicate with the word "none.")

Whereupon the County Executive asked for oral testimony or any public comments concerning the proposed issuance of the Public Safety Sales Tax Bonds. Statements were made by the following:

(If no additional statements were made,
please so indicate with the word "none.")

The County Executive then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the Public Safety Sales Tax Bonds.

The County Executive opened the discussion and explained that the reasons for the proposed issuance of the General Sales Tax Bonds were as follows: to renovate, repair and equip the former County Plaza building for the relocation of various County offices.

Whereupon the County Executive asked for additional comments from the County Board Members. Additional comments were made by the following:

(If no additional comments were made,
please so indicate with the word "none.")

Written testimony concerning the proposed issuance of the General Sales Tax Bonds was read into the record by the _____ and is attached hereto as *Exhibit II*.

(If no written testimony was received,
please so indicate with the word “none.”)

Whereupon the County Executive asked for oral testimony or any public comments concerning the proposed issuance of the General Sales Tax Bonds. Statements were made by the following:

(If no additional statements were made,
please so indicate with the word “none.”)

The County Executive then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the General Sales Tax Bonds.

County Board Member _____ moved and County Board Member _____ seconded the motion that the Hearing be finally adjourned.

After a full discussion thereof, the County Executive directed that the roll be called for a vote upon the motion.

Upon the roll being called, the following County Board Members voted AYE: _____

The following County Board Members voted NAY: _____

Whereupon the County Executive declared the motion carried and the Hearing was finally adjourned.

Other business not pertinent to the conduct of the Hearing was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the “*County*”), and as such official I am the keeper of the records and files of the County and the County Board thereof (the “*County Board*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the County Board held on the 20th day of October, 2022, insofar as the same relates to a public hearing concerning the intent of the County Board to sell not to exceed \$20,000,000 General Obligation Bonds (Public Safety Sales Tax Alternate Revenue Source) and not to exceed \$20,000,000 General Obligation Bonds (General Sales Tax Alternate Revenue Source)

I do further certify that the deliberations of the County Board at said meeting were conducted openly, that all votes taken at said meeting were taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the County Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Counties Code of the State of Illinois, as amended, and the Bond Issue Notification Act of the State of Illinois, as amended, and that the County Board has complied with all of the provisions of said Acts and said Code and with all of the procedural rules of the County Board in the conduct of said meeting.

I do further certify that notice of said public hearing was posted at least 48 hours before said public hearing at the principal office of the County Board, that at least one copy of said notice was continuously available for public review during the entire 48-hour period preceding said public hearing and that attached hereto as *Exhibit B* is a true, correct and complete copy of said notice as so posted.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this 20th day of October, 2022.

County Clerk, The County of Champaign,
Illinois

[SEAL]

EXHIBIT B

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE COUNTY BOARD OF
THE COUNTY OF CHAMPAIGN, ILLINOIS
TO SELL \$20,000,000 NOT TO EXCEED GENERAL OBLIGATION BONDS (PUBLIC SAFETY SALES
TAX ALTERNATE REVENUE SOURCE) AND NOT TO EXCEED \$20,000,000 GENERAL OBLIGATION
BONDS (GENERAL SALES TAX ALTERNATE REVENUE SOURCE).**

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By order of the County Executive of The County of Champaign, Illinois.

DATED the 22nd day of September, 2022.

Aaron Ammons
County Clerk,
The County of Champaign, Illinois



CHAMPAIGN COUNTY
REGIONAL PLANNING
COMMISSION

Memorandum

To: Members of the Champaign County Board
From: Rita Morocoima-Black, CCRPC/CUUATS Planning and Community Development Director
Mimi Hutchinson, CCRPC/Program Compliance Oversight Monitor for C-CARTS
Date: October 12th, 2022
Re: Annual Rural Transit Service Report for Fiscal Year 2022

Background

A quarterly service report is prepared and submitted to the Champaign County Rural Transit Advisory Group (RTAG), and annually, a compiled service report is presented to the Champaign County Board per the adopted RTAG bylaws. The attached service report was prepared by the Champaign County Program Compliance and Oversight Monitor (PCOM) and should be discussed by members of the Champaign County Board. The attached annual report details the C-CARTS rural public transportation services operated by Champaign-Urbana MTD from July 1st, 2021, through June 30th, 2022. All quarterly reports can be found on the C-CARTS website at <http://ccarts.com/performance>.

C-CARTS has 3,531 registered riders as of June 30, 2022, an increase of 160 riders from FY21. Total trips for FY22 were 23,539, a 31% decrease from FY21.

Notable Events

- April 2022: C-CARTS staff applied for a CARES grant to construct bus shelters along fixed-route lines in Rantoul, an important project originating from rider feedback
- August 2022: C-CARTS staff and members of Champaign County's Rural Transit Advisory Group voted to raise starting wages and add four full-time positions to the C-CARTS operator roster, resulting in a hiring spike and employment stability for drivers and more robust service for riders

Requested Action

Review and approve to be placed on file the Champaign County Rural Transportation Annual Service Report including ridership statistics for areas served in FY21 ending on June 30th, 2022.



Champaign-Urbana Urbanized Area Transportation Study
A program of the Champaign County RPC

1776 E. Washington St. Urbana, IL 61802
P 217.328.3313 F 217.328.2426
TTY 217.384.3862 CCRPC.ORG

Champaign County Area Rural Public Transportation System (C-CARTS) FY2022 Annual Service Report

The quarterly report below covers the last completed IDOT fiscal year, FY22, from July 1st, 2021, to June 30th, 2022.

Grantee: Champaign County
Subcommittee & Oversight: Rural Transit Advisory Group (RTAG) & Champaign County Regional Planning Commission (CCRPC)
Operator: Champaign Urbana Mass Transit District (MTD)

Trip type indicates the purpose of each trip. Note: A trip is classified by the purpose of the activity that preceded it. E.g., if a rider takes the bus to a doctor's appointment and then walks to a grocery store before boarding the bus again to return home, the first trip is classified as *medical*, and the return trip is classified as *shopping*.

Trips are one-way rides, counted each time an individual rider enters a vehicle. E.g., a round-trip counts as two trips.

Days are the number of business days (normally M-F, except on Federal holidays and closures due to inclement weather) operated during the quarter.

Average trips refers to the total number trips in the quarter divided by total number of operating days.

Lift refers to trips requiring ADA Lift equipment.

60+ refers to trips provided to older adults 60 years of age or older.

Denials are counted when a rider requests a trip that could not be accommodated.

Service miles are miles driven while riders are on the vehicle (excludes miles driven to and from the MTD garage).

Service hours are hours driven while riders are on the vehicle (excludes time spent driving to and from the MTD garage).

Note on fare structure: 5311 trips that begin or end in the rural public service area cost \$6 each way. Riders aged 60 years and older are eligible for a \$2 one-way fare. Personal care assistants ride for free, and children aged 12 and under rider for \$1 each way. Trips that begin and end in Rantoul are \$2 each way, regardless of the rider's age.

Demand Response Service Characteristics

	Trip Type						Days	Daily Average	Lift	60+	Denials
	Medical	Personal	Shopping	Social	Employment	Education					
Q1	522	230	225	0	720	61	64	27	257	774	140
Q2	496	132	146	0	698	68	61	26	255	655	298
Q3	473	98	104	49	672	120	62	26	229	552	290
Q4	520	88	116	124	529	96	63	23	269	619	161
Total	2,011	548	591	173	2,619	345	250	26	1,010	2,600	889

Champaign County Area Rural Public Transportation System (C-CARTS) FY2022 Annual Service Report

Systemwide Service Characteristics

	DR Trips	FR Trips	Total Trips	Service Miles	Service Hours
Q1	1,758	5,366	7,124	62,743	3,014
Q2	1,540	4,086	5,626	63,860	2,914
Q3	1,316	4,557	6,073	63,859	2,684
Q4	1,459	3,257	4,716	63,046	2,936
Total	6,073	17,266	23,539	253,508	11,548

Note: DR = Demand Response | FR = Fixed Route

Grant Funding

	Project Income	Service Contract Revenue	Total Revenue	Expended Federal	Remaining Federal	Expended State	Remaining State	Total Expended Grant Funds	Total Remaining Grant Funds
Q1	\$6,262	\$28,050	\$34,312	\$72,024	\$81,847	\$72,024	\$651,828	\$144,048	\$733,675
Q2	\$11,239	\$26,087	\$37,326	\$74,178	\$7,669	\$184,411	\$467,417	\$258,589	\$471,955
Q3	\$10,652	\$28,887	\$39,539	\$4,828	\$2,841	\$79,358	\$388,059	\$342,775	\$390,900
Q4									

Note: Figures in this table are rounded to the nearest dollar amount.

Note: The total FY22 state award is \$723,852. The total FY22 federal award is \$153,871. The combined FY22 state and federal award amount is \$877,723.

C-CARTS Registered Riders

	Population (2010 Census)	Community	Q1 New Riders	Q2 New Riders	Q3 New Riders	Q4 New Riders	Total Served	% Population Served
DRZ1	22,171	Dewey	1			1	17	
		Fisher		1	1		32	
		Foosland					2	
		Gifford				1	24	

RESOLUTION NO. 2022-207

RESOLUTION APPROVING AWARD OF CONTRACT FOR
COUNTY PLAZA PARKING DECK RENOVATION, PURSUANT TO ITB#2022-007

WHEREAS, The Champaign County Facilities Committee authorized the issuance of Invitation to Bid (ITB) 2022-007 County Plaza Parking Deck Renovation on September 6, 2022; and

WHEREAS, Bids were received on Thursday, September 29, 2022, for the County Plaza Parking Deck Renovation; and

WHEREAS, pursuant to the parameters and guidelines established by ITB 2022-007, the Facilities Committee recommended to the County Board on October 4, 2022, the award of contract to Duce Construction Company for \$444,700.00 and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the award of contract to Duce Construction Company. pursuant to ITB 2022-007 for the Champaign County Plaza Parking Deck renovation Project for the amounts of \$444,700.00 and authorizes the County Executive to execute that Agreement.

PRESENTED, PASSED, APPROVED, AND RECORDED this 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2022-219

BUDGET AMENDMENT

October 2022

FY 2022

WHEREAS, The County Board has approved the following amendment to the FY2022 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2022 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2022 budget.

Budget Amendment BUA 2022/9/90

Fund: 1080 General Corporate
Dept: 040 Sheriff

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:
800401 Equipment

23,728
Total 23,728

Increased Revenue:
400451 Federal - Other

23,728
Total 23,728

REASON: To receive reimbursement for equipment purchases from federal grant funding.

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of October, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2022-220

BUDGET AMENDMENT

October 2022

FY 2022

WHEREAS, The County Board has approved the following amendment to the FY2022 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2022 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2022 budget.

Budget Amendment BUA 2022/9/383

Fund: 2630 Circuit Clerk Operation & Administration
Dept: 030 Circuit Clerk

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
502001 Professional Services	<u>87,019.38</u>
Total	87,019.38

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

REASON: To pay for JANO services for the implementation of PayIt, the system used to pay fees and costs to the Clerk's Office.

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of October, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-221

TRANSFER OF FUNDS

October 2022

FY 2022

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 FY2022 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2022 budget.

Budget Transfer BUA 2022/9/381

Fund 2630 Circuit Clerk Operation & Administration
Dept 030 Circuit Clerk

<u>TRANSFER TO ACCOUNT</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT</u>
502001 Professional Services	\$31,042.08	500103 Regular Full-Time Employees
502001 Professional Services	\$2,467.27	500301 Social Security-Employer
502001 Professional Services	\$1,696.24	500302 IMRF – Employer Cost
502001 Professional Services	\$199.07	500304 Workers’ Compensation
502001 Professional Services	\$5,660.78	500306 EE Hlth/Lif (Hlth only FY23)

REASON: To transfer funds, allocated for the vacant Court Technology Specialist position, to the professional services line for training on JANO programs.

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-222

RESOLUTION AUTHORIZING THE CANCELLATION OF THE APPROPRIATE
CERTIFICATE OF PURCHASE ON A MOBILE HOME,
PERMANENT PARCEL NUMBER 04-006-0115

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: 7H2158
Year/Sq. Ft: 1963/520
Permanent Parcel Number: 04-006-0115
Commonly known as: 26 Juniper Dr

As described in certificate(s): 2019-9022 sold on December 06, 2019; and

WHEREAS, It appears to the Finance Committee of the Whole 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, Nicolas Francisco Juan has paid the total sum of \$1,285.32 and a request for surrender of the tax sale certificate has been presented to the Finance Committee of the Whole and at the same time it having been determined the County shall receive \$760.64 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 of \$473.68 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 Executive authorizes the cancellation of the appropriate Certificate of Purchase on the above described mobile home for the sum of \$760.64 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 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-223

RESOLUTION AUTHORIZING THE CANCELLATION OF THE APPROPRIATE
CERTIFICATE OF PURCHASE ON A MOBILE HOME,
PERMANENT PARCEL NUMBER 11-013-0025

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:
Year/Sq. Ft: 1978/672
Permanent Parcel Number: 11-013-0025
Commonly known as: 1938 CR 3000N Lot 25

As described in certificate(s): 2019-9038 sold on December 06, 2019; and

WHEREAS, It appears to the Finance Committee of the Whole 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, Ezequiel Colon has paid the total sum of \$1,128.07 and a request for surrender of the tax sale certificate has been presented to the Finance Committee of the Whole and at the same time it having been determined the County shall receive \$638.17 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 of \$438.90 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 Executive authorizes the cancellation of the appropriate Certificate of Purchase on the above described mobile home for the sum of \$638.17 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 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-224

RESOLUTION AUTHORIZING THE CANCELLATION OF THE APPROPRIATE
CERTIFICATE OF PURCHASE ON A MOBILE HOME,
PERMANENT PARCEL NUMBER 14-019-0034

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: 5735A3
Year/Sq. Ft: 1973/1368
Permanent Parcel Number: 14-019-0034
Commonly known as: 1268 Aspen Dr

As described in certificate(s): 2019-9049 sold on December 06, 2019; and

WHEREAS, It appears to the Finance Committee of the Whole 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, Ana Juna Juan has paid the total sum of \$1,6063.30 and a request for surrender of the tax sale certificate has been presented to the Finance Committee of the Whole and at the same time it having been determined the County shall receive \$990.04 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 of \$565.26 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 Executive authorizes the cancellation of the appropriate Certificate of Purchase on the above described mobile home for the sum of \$990.04 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 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-225

RESOLUTION AUTHORIZING THE CANCELLATION OF THE APPROPRIATE
CERTIFICATE OF PURCHASE ON A MOBILE HOME,
PERMANENT PARCEL NUMBER 30-058-0137

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: 42421076Y
Year/Sq. Ft: 1989/980
Permanent Parcel Number: 30-058-0137
Commonly known as: 8 Ivanhoe Dr

As described in certificate(s): 2019-9177 sold on December 06, 2019; and

WHEREAS, It appears to the Finance Committee of the Whole 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, Rigoberto Perdomo has paid the total sum of \$1,139.66 and a request for surrender of the tax sale certificate has been presented to the Finance Committee of the Whole and at the same time it having been determined the County shall receive \$637.20 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 of \$451.46 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 Executive authorizes the cancellation of the appropriate Certificate of Purchase on the above described mobile home for the sum of \$637.20 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 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-226

RESOLUTION TO RECEIVE AND PLACE ON FILE
THE FY2023 CHAMPAIGN COUNTY BUDGET

WHEREAS, The Champaign County Board annually adopts a budget for the succeeding fiscal year; and

WHEREAS, Pursuant to 55 ILCS 5/2-5009, the County Executive shall prepare and submit to the Board for its approval the annual budget for the County; and

WHEREAS, Pursuant to 55 ILCS 5/6-1001, the budget shall be made conveniently available for public inspection for at least fifteen days prior to final action thereon; and

WHEREAS, The County Executive has presented the FY2023 Champaign County Budget to the County Board, to be received and placed on file at its October 20, 2022 meeting, prior to a final vote on said budget on November 17, 2022;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED By the County Board of Champaign County, Illinois that the FY2023 Champaign County Budget is received and placed on file on this date, prior to final vote on said budget on November 17, 2022, and can be accessed by the public at: <http://www.co.champaign.il.us/CountyBoard/Budget.php>

PRESENTED, ADOPTED, APPROVED, AND RECORDED, This 20th day of October 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
And ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

Summary of Revenue, Expenditure and Fund Balance

	2021 Actual	2022 Revenues	2022 Expenditures	2022 Projected Fund Balance	2023 Revenues	2023 Expenditures	2023 Projected Fund Balance	% Change
General Corporate Fund								
1080 - General Corporate	14,681,176	46,313,775	48,755,664	12,239,288	48,388,894	48,378,352	12,249,830	0.1%
General Corporate Fund Total	14,681,176	46,313,775	48,755,664	12,239,288	48,388,894	48,378,352	12,249,830	0.1%
Special Revenue Fund								
2075 - Regional Planning Comm	3,882,510	27,206,600	27,444,420	3,644,690	30,229,437	30,024,781	3,849,346	5.6%
2076 - Tort Immunity Tax Fund	(997,492)	3,645,009	2,265,000	382,517	2,720,758	2,598,376	504,899	32.0%
2083 - County Highway	3,210,218	3,670,013	3,866,393	3,013,838	4,146,214	4,143,685	3,016,367	0.1%
2084 - County Bridge	1,967,349	1,572,163	1,854,414	1,685,098	1,595,543	1,595,543	1,685,098	0.0%
2085 - County Motor Fuel Tax	7,223,265	4,702,000	2,702,226	9,223,039	3,642,000	7,809,154	5,055,885	(45.2)%
2088 - Ill.Municipal Retirement	1,275,590	3,004,900	2,910,000	1,370,490	2,164,345	2,163,845	1,370,990	0.0%
2089 - County Public Health Fund	525,749	2,789,153	2,741,829	573,073	2,097,250	2,169,250	501,073	(12.6)%
2090 - Mental Health	3,870,045	5,944,658	6,332,276	3,482,427	6,369,010	6,369,010	3,482,427	0.0%
2091 - Animal Control	457,514	782,178	836,290	403,402	792,577	805,490	390,489	(3.2)%
2092 - Law Library	130,916	84,679	81,593	134,002	70,100	62,835	141,267	5.4%
2093 - Foreclosure Mediation Fnd	23,877	10,040	3,350	30,567	10,040	7,900	32,707	7.0%
2101 - I/Dd Special Initiatives	459,714	311,399	19,142	751,971	51,000	351,000	451,971	(39.9)%
2103 - Hwy Fed Aid Matching Fund	408,769	119,645	0	528,414	129,098	0	657,512	24.4%
2104 - Early Childhood Fund	2,585,445	13,304,050	12,951,900	2,937,595	13,240,000	13,105,500	3,072,095	4.6%
2106 - Publ Safety Sales Tax Fnd	4,064,140	6,408,000	5,721,000	4,751,140	6,605,000	6,604,206	4,751,934	0.0%
2107 - Geographic Inf Sys Fund (Gis)	464,157	331,000	324,886	470,271	331,000	333,627	467,644	(0.6)%
2108 - Devlpmntl Disability Fund	2,744,248	4,524,134	4,537,134	2,731,248	4,874,487	4,874,487	2,731,248	0.0%
2110 - Workforce Development Fnd	(229,086)	3,250,000	3,038,600	(17,686)	2,893,500	2,889,350	(13,536)	(23.5)%
2120 - Hwy Idot Rebuild Grant	2,978,328	1,929,900	3,000,000	1,908,228	2,000	1,910,228	0	(100.0)%
2188 - Social Security Fund	819,213	1,874,723	1,820,000	873,936	2,011,043	2,010,143	874,836	0.1%
2474 - Rpc Usda Revolving Loans	853,219	15,030	42,000	826,249	15,030	42,000	799,279	(3.3)%
2475 - Rpc Econ Developmnt Loans	7,519,287	183,000	233,500	7,468,787	183,000	233,500	7,418,287	(0.7)%
2610 - Working Cash Fund	376,701	6,000	6,000	376,701	7,000	7,000	376,701	0.0%
2611 - County Clk Surcharge Fund	1,203	12,000	12,000	1,203	0	0	1,203	0.0%
2612 - Sheriff Drug Forfeitures	120,628	1,025	5,207	116,446	10,100	21,100	105,446	(9.4)%
2613 - Court's Automation Fund	121,272	237,788	265,662	93,398	200,000	292,919	479	(99.5)%
2614 - Recorder's Automation Fnd	537,468	181,000	208,194	510,274	181,000	210,031	481,243	(5.7)%
2615 - Public Defender Automatn	1,717	650	0	2,367	650	650	2,367	0.0%
2617 - Child Support Serv Fund	54,883	8,100	8,000	54,983	10,000	10,000	54,983	0.0%
2618 - Probation Services Fund	1,815,309	341,500	190,380	1,966,429	365,000	474,000	1,857,429	(5.5)%
2619 - Tax Sale Automation Fund	14,551	19,200	18,918	14,833	17,400	17,157	15,076	1.6%
2621 - Sts Atty Drug Forfeitures	110,211	60,300	48,631	121,880	24,075	107,175	38,780	(68.2)%
2627 - Property Tax Int Fee Fund	99,907	57,000	56,907	100,000	57,000	57,000	100,000	0.0%
2628 - Electn Assist/Accessibilty	(65,010)	222,551	171,650	(14,109)	230,607	230,607	(14,109)	0.0%

	2021 Actual	2022 Revenues	2022 Expenditures	2022 Projected Fund Balance	2023 Revenues	2023 Expenditures	2023 Projected Fund Balance	% Change
2629 - County Historical Fund	8,893	30	0	8,923	30	5,000	3,953	(55.7)%
2630 - Cir Clk Operation & Admin	82,391	450,200	288,851	243,740	450,000	353,804	339,936	39.5%
2632 - Cir Clk Elctrc Citations	224,388	44,341	0	268,729	45,000	225,000	88,729	(67.0)%
2633 - Sts Atty Records Automatn	8,202	3,004	0	11,206	5,015	5,000	11,221	0.1%
2635 - Cannabis Regulation Fund	52,369	48,100	17,500	82,969	48,100	48,000	83,069	0.1%
2638 - Coroner Statutory Fees	48,316	66,000	38,175	76,141	66,000	86,280	55,861	(26.6)%
2658 - Jail Commissary	528,442	133,315	78,625	583,132	111,300	92,660	601,772	3.2%
2659 - County Jail Medical Costs	3,248	15,010	15,010	3,248	20,010	20,010	3,248	0.0%
2670 - County Clk Automation Fnd	30,278	30,700	29,200	31,778	37,700	30,200	39,278	23.6%
2671 - Court Document Storage Fd	54,267	208,114	218,817	43,564	200,000	223,693	19,871	(54.4)%
2676 - Solid Waste Management	19,575	34,685	39,800	14,460	34,575	39,839	9,196	(36.4)%
2679 - Child Advocacy Center	37,478	411,208	406,836	41,850	343,818	340,778	44,890	7.3%
2685 - Specialty Courts Fund	134,618	59,982	72,735	121,865	77,051	85,684	113,232	(7.1)%
2840 - Arpa	19,571,734	20,560,026	17,201,776	22,929,984	120,000	22,126,982	923,002	(96.0)%
5081 - Nursing Home	252,386	111,665	12,008	352,043	400	165,000	187,443	(46.8)%
Special Revenue Fund Total	68,482,400	108,985,768	102,136,835	75,331,333	86,834,263	115,379,479	46,786,117	(37.9)%
Capital Projects								
3105 - Capital Asset Replcmt Fnd	5,985,970	46,368,262	8,975,008	43,379,224	11,053,735	51,412,638	3,020,321	(93.0)%
3303 - Court Complex Constr Fund	16,883	200	0	17,083	50	17,133	0	(100.0)%
Capital Projects Total	6,002,853	46,368,462	8,975,008	43,396,307	11,053,785	51,429,771	3,020,321	(93.0)%
Proprietary/Internal Service								
6476 - Self-Funded Insurance	5,310,001	2,772,294	2,446,865	5,635,430	2,779,191	2,779,435	5,635,186	(0.0)%
6620 - Health-Life Insurance	622,424	6,663,325	6,671,550	614,199	7,558,600	7,558,600	614,199	0.0%
Proprietary/Internal Service Total	5,932,425	9,435,619	9,118,415	6,249,629	10,337,791	10,338,035	6,249,385	(0.0)%
Joint Venture								
8850 - Geog Inf Sys Joint Ventur	474,116	774,318	721,087	527,347	785,686	898,382	414,651	(21.4)%
Joint Venture Total	474,116	774,318	721,087	527,347	785,686	898,382	414,651	(21.4)%
Total	95,572,970	211,877,942	169,707,009	137,743,904	157,400,419	226,424,019	68,720,304	(50.1)%

RESOLUTION NO. 2022-227

RESOLUTION APPOINTING MARK RICHARDSON TO THE
PENFIELD WATER DISTRICT

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

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

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Mark Richardson to the Penfield Water District for an unexpired term ending May 31, 2027; and

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

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Mark Richardson, 320 S. Main St., P.O. Box 14, Penfield, IL 61862.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of October, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-228

RESOLUTION APPOINTING STEVE MOSER TO THE SILVER CREEK DRAINAGE DISTRICT

WHEREAS, Darlene A. Kloeppel, County Executive, has submitted to the County Board her reappointment of Steve Moser to the Silver Creek Drainage District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 605/4-1; and

WHEREAS, such appointment mandates that Steve Moser give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control, pursuant to 70 ILCS 605/4-4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the reappointment of Steve Moser to the Silver Creek Drainage District for a term ending August 31, 2025; and

BE IT FURTHER RESOLVED that Steve Moser shall give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Steve Moser, 1860 CR 1400 N, Urbana, IL 61802.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

RESOLUTION NO. 2022-229

RESOLUTION APPOINTING STEVEN WESTFALL TO THE
UPPER EMBARRAS RIVER BASIN DRAINAGE DISTRICT

WHEREAS, Darlene A. Kloepfel, County Executive, has submitted to the County Board her reappointment of Steven Westfall to the Upper Embarras River Basin Drainage District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 605/4-1; and

WHEREAS, such appointment mandates that Steven Westfall give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control, pursuant to 70 ILCS 605/4-4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the reappointment of Steven Westfall to the Upper Embarras River Basin Drainage District for a term ending August 31, 2025; and

BE IT FURTHER RESOLVED that Steven Westfall shall give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Steven Westfall, 1061 CR 1350 E, Tolono, IL 61880.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESOLUTION NO. 2022-230

RESOLUTION APPOINTING STEVEN WESTFALL TO THE
PRAIRIEVIEW CEMETERY ASSOCIATION

WHEREAS, Darlene A. Kloepfel, County Executive, has submitted to the County Board her appointment of Steven Westfall to the Prairieview Cemetery Association; and

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Steven Westfall to the Prairieview Cemetery Association for an unexpired term ending June 30, 2028; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Steven Westfall, 1061 CR 1350 E, Tolono, IL 61880.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of October, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

RESUME OF MINUTES OF REGULAR MEETING OF THE
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS
September 22, 2022

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, September 22, 2022, at 6:31 PM in the Shields-Carter Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with County Executive Darlene Kloeppel presiding and Matthew Cross as Clerk of the meeting.

ROLL CALL

Roll call showed the following members present: Harper, King, Lokshin, McGuire, Passalacqua, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Vanichtheeranont, Williams, Wolken, Carter, Esry, Goss, and Patterson – 18; absent: Michaels, Paul, Cowart, and Fortado – 4. Wolken departed early at 7:20 and missed the final three votes. County Executive Kloeppel declared a quorum present and the Board competent to conduct business.

PRAYER & PLEDGE OF ALLEGIANCE

County Executive Kloeppel read an American Indian prayer and the Pledge of Allegiance to the Flag was recited.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in the *News Gazette* on September 1, September 8, September 15, 2022.

APPROVAL OF AGENDA/ADDENDA

Board Member Esry offered a motion to approve the Agenda/Addenda; Board Member Goss seconded. The motion carried by unanimous voice vote.

DATE/TIME OF NEXT MEETINGS

Standing Committees:

- A. County Facilities Committee Meeting
Tuesday, October 4, 2022 at 6:30 PM
Shields-Carter Meeting Room
- B. Environment & Land Use Committee
Thursday, October 6, 2022 at 6:30 PM
Shields-Carter Meeting Room
- C. Highway and Transportation Committee Meeting
Friday, October 7, 2022 at 9 AM
1605 E Main Street, Urbana

Committee of the Whole:

- A. Justice & Social Services; Policy, Personnel, & Appointments; Finance
Tuesday, October 11, 2022 at 6:30 PM
Shields-Carter Meeting Room

County Board:

- A. Truth in Taxation Hearing
Thursday, October 20, 2022 at 6:15 PM
Shields-Carter Meeting Room
- B. Regular Meeting and Public Hearing
Thursday, October 20, 2022 at 6:30 PM
Shields-Carter Meeting Room

County Executive Kloeppel read the notices of public hearing for October 20, 2022.

PUBLIC PARTICIPATION

Steve Schmall of unincorporated Urbana spoke about and read a letter from Edgewood Subdivision Homeowner's Association President Jill Stewart in support of amending the county nuisance property policy, specifically regarding overgrown landscaping at a Carrie Ave residence.

Lei Tian of unincorporated Urbana spoke about property damage resulting from easement clearing by the Saline Branch Drainage Commission.

Nik Gordon of unincorporated Urbana spoke in defense of the overgrown landscaping at his Carrie Ave residence.

CONSENT AGENDA

Board Chair Patterson offered a motion to adopt the Consent Agenda Board Member Lokshin seconded. Board Member requested Resolution No. 2022-192 be removed from the Consent Agenda. The motion comprising 23 resolutions (Nos. 2022-183, 2022-184, 2022-185, 2022-186, 2022-187, 2022-188, 2022-189, 2022-190, 2022-191, 2022-193, 2022-194, 2022-195, 2022-196, 2022-197, 2022-198, 2022-199, 2022-200, 2022-201, 2022-202, 2022-203, 2022-204, 2022-205, and 2022-206) carried by unanimous roll-call vote.

Yeas: Harper, King, Lokshin, McGuire, Passalacqua, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Vanichtheeranont, Williams, Wolken, Carter, Esry, Goss and Patterson – 18

Nays: none

Board Member Esry offered a motion to adopt Resolution No. 2022-192 appointing Debra Griest to the Beaver Lake Drainage District, term ending 08/31/2025; Board Member Harper seconded. Board Member Stohr stated he wanted to delay the

appointment to investigate Debra Griest's spouse, Raymond Griest, giving the statements of Mr. Tian regarding Mr. Griest's actions as Saline Branch Drainage District Commissioner. Board Member Esry defended the easement clearing work of Mr. Griest and noted Ms. Griest's appointment was unanimously approved at the Committee of the Whole. Board Member Stohr offered a motion to reconsider the appointment at the October County Board Meeting; Board Member Rodriguez seconded. The motion to postpone carried by roll-call vote.

Yeas: King, Lokshin, Rodriguez, Stohr, Straub, Summers, Taylor,
Thorsland, Vanichtheeranont, Carter, and Patterson – 11

Nays: Harper, McGuire, Passalacqua, Williams, Wolken, Esry, and Goss –

7

COMMUNICATIONS

Board Member Passalacqua noted volunteer opportunities for a Habitat for Humanity project on Saturday, September 24, 2022.

Board Member Harper noted that drainage districts have rights to access and modify property within easements. He also read a constituent email about polling places St. Joseph.

Board Member Esry advised drivers to be careful about farm equipment on the roads during harvest time.

Board Member Stohr noted an upcoming H3 Coalition community violence event at the Illinois Terminal Building on Saturday, September 24, 2022.

Board Member McGuire spoke about the voter removal process and the Clerk's office requesting ID numbers for voter applicants.

Board Member King noted that the state offers same-day voter registration.

Board Member Williams noted that all polling places in the county are universal polling places, so voters are not restricted to a single polling place, and he also noted the state identification number requirements for voter registration.

APPROVAL OF MINUTES

Board Member Goss offered a motion to approve the minutes of the Regular Meeting of the County Board of August 18, 2022; Board Member Lokshin seconded. The motion carried by unanimous voice vote.

AREA OF RESPONSIBILITY

County Executive Kloeppe noted the Summary of Action Taken for the Committee of the Whole (Justice and Social Services; Finance; Policy, Personnel, and Appointments) on September 13, 2022, was received and placed on file.

FINANCE

Board Member Goss offered a motion to adopt Resolution No. 2022-207 approving budget amendment BUA 2022/9/10 required to cover the state stipend that was received by the previous Recorder last year; Board Member King seconded. The motion failed to achieve the required 15-vote threshold.

Yeas: King, Lokshin, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Vanichtheeranont, Williams, Wolken, Carter, Esry, and Patterson – 14

Nays: Harper, McGuire, Passalacqua, and Goss – 4

Board Member Goss offered a motion to adopt Resolution No. 2022-208 authorizing an Intergovernmental Agreement between the City of Champaign, Illinois and the County of Champaign, Illinois regarding the Champaign Diversity Advancement Program; Board Member Carter seconded. Board Member Williams requested a roll-call vote. Board Member Goss noted his opposition to paying the City of Champaign for their minority and women-owned approved businesses list. Board Member Carter noted the county currently has no contracts with black-owned businesses. Board Member Goss stated the county should select the best contractor by competitive bids, noting that the county doesn't "see color." Board Member Straub noted she supports the resolution as a step towards employment equity. Board Member Lokshin noted the list tracks race, gender, and veteran status. Board Member Williams asked if the county currently has a list of approved vendors; County Executive Kloeppe confirmed the county maintains lists of approved vendors. Board Member Rodriguez stated the contractor list is a means of opposing structural bias. The motion carried by roll-call vote.

Yeas: King, Lokshin, McGuire, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Vanichtheeranont, Williams, Carter, and Patterson – 13

Nays: Harper, Passalacqua, Wolken, Esry, and Goss – 5

STANDING COMMITTEES

COUNTY FACILITIES

County Executive Kloeppe noted the Summary of Action Taken for County Facilities Committee on September 6, 2022, was received and placed on file.

Board Member Summers offered a motion to adopt Resolution No. 2022-209 authorizing the Champaign County Executive to execute an agreement between the County and the East Central Illinois Building and Construction Trades Council regarding a Project Labor Agreement for the Satellite Jail Consolidation Project; Board Member Rodriguez seconded. Board Member Passalacqua asked of the agreement would constitute a barrier. Board Member Summers stated it facilitates smoother work. Board Member Rodriguez stated the agreement is the first step of a community workforce agreement. Motion carried by voice vote.

ENVIRONMENT AND LAND USE

County Executive Kloeppele noted the Summary of Action Taken for Environment and Land Use Committee on September 8, 2022, was received and placed on file.

Board Member Esry offered a motion to adopt Ordinance No. 2022-6 amending Zoning Ordinance for a Zoning Map amendment on certain property, Zoning Case 059-AM-22; Board Chair Patterson seconded. The motion carried by unanimous roll-call vote.

Yeas: Harper, King, Lokshin, McGuire, Passalacqua, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Vanichtheeranont, Williams, Carter, Esry, Goss and Patterson – 17

Nays: none

HIGHWAY AND TRANSPORTATION

County Executive Kloeppele noted the Summary of Action Taken for Highway and Transportation Committee on September 9, 2022, was received and placed on file.

NEW BUSINESS

Board Member Williams offered an omnibus motion to adopt Resolutions No. 2022-210 authorizing payments of claims *and* No. 2022-211 authorizing purchases not following purchasing policy; Board Member Thorsland seconded. The motion carried by unanimous voice vote.

Board Member Goss offered a motion to adopt ordinance No. 2022-7 authorizing the issuance by the County of General Obligation Bonds (Public Safety Sales Tax Alternative Revenue Source) in an aggregate principal amount not to exceed \$20,000,000 to construct and equip a jail facility next to the existing satellite jail; Board Member Stohr seconded. Deputy Finance Director Tami Ogden and Raymond James county advisor Elizabeth Hennessy were invited to join the discussion. Ms. Hennessy gave a brief presentation on the bonds for the jail and the County Plaza projects, noting

the jail project will include American Rescue Plan Act (ARPA) funds in addition to the bond funding and the bonds are projected to be paid off in 14 years (due to the Public Safety Sales Tax source) rather than 20 years, which will save the county more than \$3,000,000. Deputy Finance Director Ogden noted the County Plaza estimates do not include replacement windows, as that estimate had not been received. Board Member Williams asked about using Public Safety Sales Tax source for the County Plaza project, as it will be housing the offices for the County Sheriff; Deputy Finance Director Ogden stated that doing so would be prohibitively difficult and potentially not legal, and Ms. Hennessy and County Executive Kloepfel offered specific details as to why that would not be a viable option. Board Member Stohr asked about the difference in bond interest rates between the two projects; Ms. Hennessy stated the jail project has a lower interest rate because it will be a 14-year bond and the County Plaza will be a 20-year bond. The motion carried by roll-call vote.

Yeas: Harper, King, Lokshin, McGuire, Passalacqua, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Vanichtheeranont, Carter, Esry, Goss, and Patterson – 16

Nays: Williams – 1

Board Member Goss offered a motion to adopt Ordinance No. 2022-8 authorizing the issuance by the County of General Obligation Bonds (General Sales Tax Alternative Revenue Source) in an aggregate principal amount not to exceed \$20,000,000 to renovate, repair, and equip the former County Plaza building for the relocation of various County offices; Board Member Summers seconded. The motion carried by unanimous roll-call vote.

Yeas: Harper, King, Lokshin, McGuire, Passalacqua, Rodriguez, Stohr, Straub, Summers, Taylor, Thorsland, Vanichtheeranont, Williams, Carter, Esry, Goss and Patterson – 17

Nays: none

OTHER BUSINESS

Board Member Passalacqua offered a motion to adopt Resolution No. 2022-212 authorizing an amendment to intergovernmental agreement with the Central Illinois Land Bank; Board Member McGuire seconded. The motion carried by unanimous voice vote.

Board Member Summers offered an omnibus motion to adopt Resolutions No. 2022-213 approving agreement between the Champaign County Executive, Sheriff, Treasurer, Coroner, and Clerk/Recorder and the American Federation of State, County, and Municipal Employees, Council 31 for the General Bargaining Unit, January 1, 2022 – December 31, 2024; No. 2022-214 approving agreement between the Champaign County State's Attorney and the American Federation of State, County, and Municipal Employees, Council 31 for the General Bargaining Unit, January 1, 2022 – December 31, 2024; No. 2022-215 approving agreement between the Chief Judge of the Sixth Judicial Court and the American Federation of State, County, and Municipal Employees, Council 31 for the General Bargaining Unit, January 1, 2022 – December 31, 2024; No.

2022-216 approving agreement between the Champaign County Circuit Clerk and the American Federation of State, County, and Municipal Employees, Council 31 for the General Bargaining Unit, January 1, 2022 – December 31, 2024; *and* No. 2022-217 approving agreement between the Champaign County Executive and the American Federation of State, County, and Municipal Employees, Council 31 for the Highway Department, January 1, 2022 – December 31, 2024; Board Member McGuire seconded. The motion carried by unanimous voice vote.

Board Member Esry offered an omnibus motion to keep closed the Closed Session Minutes for the County Board, the County Administrator Search, and the Nursing Home Board of Review; Board Member Passalacqua seconded. The motion carried by unanimous voice vote.

Board Member Vanichtheeranont offered a motion to adopt Resolution No. 2022-218 authorizing memorandum of understanding between the Champaign County Board and the Regional Planning Commission to utilize facility for early childhood education services; Board Member Goss seconded. The motion carried by unanimous voice vote.

DISCUSSION/INFORMATION ONLY

Board Member Goss noted the FY2023 County Budget has no discussion points. County Executive clarified that the budget will have two points of discussion: funding for ARPA projects and the County Administrator line item that had been used as a discretionary fund since the County transitioned to the County Executive model.

Deputy Finance Director Ogden noted the October Truth in Taxation meeting is the result of \$128,000,000 in new revenue which resulted in a decrease in the levy rate.

ARPA Project Manager Kathy Larson presented an update on various ARPA projects. Board Member Carter asked if all organization have signed contracts; Project Manager Larson stated that 37 contracts have been drawn (31 signed and seven awaiting signatures) and five contracts are currently in the draft process. Board Member Stohr asked about small business grants; Project Manager Larson replied that those contract drafts are under review. Board Member Thorsland thanked Project Manager Larson for her hard work.

County Executive Kloepfel and various board members discussed the public lottery to determine two-year versus four-year board terms for the November General Elections at the October 11, 2022, Committee of the Whole Meeting. County Executive Kloepfel stated the intent to use the procedure as outlined in Ordinance No. 909. Assistant State's Attorney Matthew Banach was invited to join the discussion; he noted that the statute states they must be a public drawing of lots and advised against deviating from the procedure outlined in Ordinance No. 909. County Executive Kloepfel and various board members discussed whether or not to hold the public lottery before or after the October 11, 2022, Committee of the Whole Meeting.

ADJOURNMENT

County Executive Kloeppel adjourned the meeting at 8:04 PM.



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



**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE AGENDA**
County of Champaign, Urbana, Illinois
Tuesday, October 4, 2022, at 6:30p.m.
Shields-Carter Meeting Room
Brookens Administrative Center
1776 E. Washington St., Urbana, IL 61802

Action

Agenda

- | | |
|---|-------------------------------|
| I. Call to Order and Roll Call | 6:40 p.m. (6 members present) |
| II. Approval of Agenda/Addenda | Approved |
| III. Approval of Minutes – September 6, 2022 | Approved |
| IV. Public Participation | None |
| V. Communications | None |
| VI. New Business | |
| A. Update on ITB#2021-003 Satellite Jail HVAC Replacement | Discussion |
| B. Update on emergency purchase and installation of new chiller at ILEAS | Discussion |
| C. Discussion and Approval of Award of Contract ITB #2022-007 County Plaza Park Deck Renovation (Bid Summary and Letter from Bailey Edward Design Handout) | Approved |
| D. Update on ITB #2022-009 Satellite Jail Consolidation Bid | Discussion |
| E. Update and Approval of ITB #2022-008 County Plaza Renovation Bid Specifications and Drawings 95% Complete – Bailey Edward Design – Karla Smalley – (Bid Document Attached) | Approved |

- | | |
|---|---|
| <p>VII. Other Business</p> <p style="padding-left: 40px;">A. Closed session pursuant to 5 ILCS 120/2(c)5 to discuss the purchase or lease of real estate property for the use of the public body.</p> | <p>The committee entered closed session at 7:06 p.m. and commenced at 7:36 p.m.</p> |
| <p>VIII. Presiding Officer’s Report</p> <p style="padding-left: 40px;">A. Future Meeting – Tuesday, November 1, 2022 @ 6:30pm</p> | <p>None</p> |
| <p>IX. Designation of Items to be Placed on the Consent Agenda</p> | <p>VI. C</p> |
| <p>X. Adjournment</p> | <p>The meeting adjourned at 7:40 p.m.</p> |



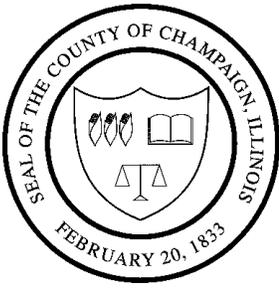
CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE Action Plan
Summary of Action Taken at the October 6, 2022 Meeting

Members Present: Stephanie Fortado, Mary King, Kyle Patterson, Chris Stohr, and Eric Thorsland

Members Absent: Aaron Esry and Jacob Paul

Agenda	Action
I. Call to Order	6:33 p.m.
II. Roll Call	5 members present
III. Approval of Agenda/Addendum	Approved
IV. Approval of Minutes	
A. September 8, 2022 – Regular Meeting	Approved
V. Public Participation	None
VI. Communications	None
VII. <u>New Business: Items for Information Only</u>	
A. Online Registration Still Open for October 15, 2022 Residential Electronics Collection	Information Only
VIII. <u>New Business: Items to be Approved by ELUC</u>	
A. Authorization for a Public Hearing on Proposed Zoning Ordinance Text Amendment to revise select wind farm ordinance sections as follows:	
1. Revise Section 6.1.4C.2. to increase the minimum Required separation to principal structures.	Omnibus motion to authorize a public hearing on numbers 1, 2 and 3 as edited to 6.1.4I.1 through 5 and 7 passed unanimously.
2. Revise Section 6.1.4D. 5. To increase the maximum allowed height.	Motion to authorize a public hearing on number 4 and section 6.1.4I.6 passed unanimously.
3. Revise Section 6.1.4I. to lower the Allowable Noise Level	
4. Revise Section 9.33B.(6) to add a fee to pay for a post-construction noise study.	
IX. Other Business	Ms. Fortado asked for a progress update from CCES on the Hazardous Waste Recycling Center that received ARPA Funds.
X. Chair’s Report	None
XI. Designation of Items to be Placed on the Consent Agenda	None
XII. Adjournment	7:33 p.m.

****Denotes inclusion on the Consent Agenda***



**CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE**

Finance/ Policy, Personnel, & Appointments/Justice & Social Services Action Plan

County of Champaign, Urbana, Illinois

Tuesday, October 11, 2022 at 6:30 p.m.

Shields-Carter Meeting Room

Brookens Administrative Center

1776 East Washington Street, Urbana, Illinois

<u>Agenda Items</u>	<u>Action</u>
I. <u>Call to Order</u>	6:32 p.m.
II. <u>Roll Call</u>	18 members present
III. <u>Approval of Agenda/Addenda</u>	Approved
IV. <u>Approval of Minutes</u> A. August 29, 2022 – Legislative Budget Hearing B. August 30, 2022 – Legislative Budget Hearing C. September 13, 2022 – Regular Meeting	Approved Approved Approved
V. <u>Public Participation</u>	David Beck, Claudia Lenhoff, Dottie Vura-Weis, Renee Mullen, Benjamin Beaupre, Jeff Wilson, Mike Ingram, Allan Axelrod, Mary Gannaway and Amanda Alman all spoke to the Committee of the Whole
VI. <u>Communications</u> A. The 13 th Annual Disability Resource Expo	Mr. Passalacqua, Mr. McGuire, Ms. Rodriguez, Mr. Esry and Mr. Thorsland all shared communications with the Committee of the Whole
VII. <u>Drawing of Lots to Determine Term Lengths for County Board Members</u>	Results listed here
VIII. <u>Finance</u> A. Budget Amendments/Transfers 1. Budget Amendment BUA 2022/9/90 Fund 1080 General Corporate / Dept 040 Sheriff Increased Appropriations: \$23,728 Increased Revenue: \$23,728 Reason: To receive reimbursement for equipment purchases from federal grant funding. 2. Budget Amendment BUA 2022/9/383 Fund 2630 Circuit Clerk Operation & Administration / Dept 030 Circuit Clerk Increased Appropriations: \$87,019.38 Increased Revenue: \$0 Reason: To pay for JANO services for the implementation of PayIt, the system used to pay fees and costs to the Clerk's Office.	<i>*RECOMMEND COUNTY BOARD APPROVAL of a resolution approving budget amendment BUA 2022/9/90</i> <i>*RECOMMEND COUNTY BOARD APPROVAL of a resolution approving budget amendment BUA 2022/9/383</i>

- | | |
|---|---|
| 3. Budget Transfer BUA 2022/9/381
Fund 2630 Circuit Clerk Operation &
Administration / Dept 030 Circuit Clerk
Amount: \$41,065.44
Reason: To transfer funds, allocated for the vacant
Court Technology Specialist position, to the
professional services line for training on JANO
programs. | <i>*RECOMMEND COUNTY BOARD
APPROVAL of a resolution approving
budget transfer BUA 2022/9/381</i> |
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| B. Treasurer | |
| 1. Resolution authorizing the cancellation of the
appropriate certificate of purchase on a mobile
home, permanent parcel number 04-006-0115 | <i>*RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
the cancellation of the appropriate
certificate of purchase on a mobile home,
permanent parcel 04-006-0115</i> |
| 2. Resolution authorizing the cancellation of the
appropriate certificate of purchase on a mobile
home, permanent parcel number 11-013-0025 | <i>*RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
the cancellation of the appropriate
certificate of purchase on a mobile home,
permanent parcel 11-013-0025</i> |
| 3. Resolution authorizing the cancellation of the
appropriate certificate of purchase on a mobile
home, permanent parcel number 14-019-0034 | <i>*RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
the cancellation of the appropriate
certificate of purchase on a mobile home,
permanent parcel 14-019-0034</i> |
| 4. Resolution authorizing the cancellation of the
appropriate certificate of purchase on a mobile
home, permanent parcel number 30-058-0137 | <i>*RECOMMEND COUNTY BOARD
APPROVAL of a resolution authorizing
the cancellation of the appropriate
certificate of purchase on a mobile home,
permanent parcel 30-058-0137</i> |
|
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| C. Auditor | |
| 1. Monthly Report – September 2022 – Reports are
available on the Auditor’s webpage | Received and placed on file |
|
 | |
| D. County Executive | |
| 1. Recommendation to the County Board to receive
and place on file the FY2023 Tentative Budget | <i>*RECOMMEND COUNTY BOARD
APPROVAL of a resolution to receive and
place on file the FY2023 Tentative Budget
on file</i> |
|
 | |
| E. <u>Other Business</u> | None |
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| F. <u>Chair’s Report</u> | None |
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| G. <u>Designation of Items to be Placed on the Consent
Agenda</u> | VII. A. 1-3, B. 1-4, D. 1 |

IX. Justice and Social Services

- | | |
|---|------------------------------------|
| <p>A. Monthly Reports – All reports are available on each department’s webpage through the department reports page</p> <ul style="list-style-type: none"> • Probation & Court Services – August 2022 • Public Defender – August 2022 • Animal Control – September 2022 | <p>Received and placed on file</p> |
| <p>B. Rosecrance Re-Entry Financial Report – August 2022</p> | <p>Information only</p> |
| <p>C. Sheriff</p> <p>1. Intergovernmental Agreement between the County of Champaign and the County of Kankakee for Inmate Housing</p> | <p>Removed from agenda</p> |
| <p>D. County Executive</p> <p>1. Proposed amendment to the restrictions and covenants of the Nursing Home sale contract</p> | <p>Motion failed</p> |
| <p>E. <u>Other Business</u></p> | <p>None</p> |
| <p>F. <u>Chair’s Report</u></p> | <p>None</p> |
| <p>G. <u>Designation of Items to be Placed on the Consent Agenda</u></p> | <p>None</p> |

X. Policy, Personnel, & Appointments

- | | |
|--|---|
| <p>A. County Executive</p> <p>1. Monthly HR Report – September 2022</p> | <p>Received and placed on file</p> |
| <p>2. Appointments/Reappointments (<i>italics indicates incumbent</i>)</p> <p>a. Resolution appointing Jacob Paul to the Sangamon Valley Public Water District, term 12/1/2022-5/31/2027</p> | <p>RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Jacob Paul to the Sangamon Valley Public Water District</p> |
| <p>b. Resolution appointing Mark Richardson to the Penfield Water District, term ending 5/31/2027</p> | <p>*RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Mark Richardson to the Penfield Water District</p> |
| <p>c. Resolution appointing Steve Moser to the Silver Creek Drainage District, term ending 8/31/2025</p> | <p>*RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Steve Moser to the Silver Creek Drainage District</p> |
| <p>d. Resolution appointing Steven Westfall to the Upper Embarras River Basin Drainage District, term ending 8/31/2025</p> | <p>*RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Steven Westfall to the Upper Embarras River Basin Drainage District</p> |

<ul style="list-style-type: none"> e. Resolution appointing Steven Westfall to the Prairieview Cemetery Association, term ending 6/30/2028 f. Currently vacant appointments – full list and information is available on the County’s website g. Applications for open appointments <p>B. County Clerk</p> <ul style="list-style-type: none"> 1. Monthly Report – September 2022 <p>C. County Board</p> <ul style="list-style-type: none"> 1. Resolution declaring Joseph R. Biden unequivocally won the 2020 presidential election 2. Resolution declaring Champaign County a Champion of reproductive freedom <p>D. <u>Other Business</u></p> <p>E. <u>Chair’s Report</u></p> <p>F. <u>Designation of Items to be Placed on the Consent Agenda</u></p> <p>XI. <u>Other Business</u></p> <p>XII. <u>Adjournment</u></p>	<p>*RECOMMEND COUNTY BOARD APPROVAL of a resolution appointing Steven Westfall to the Prairieview Cemetery Association</p> <p>Information only</p> <p>Information only</p> <p>Received and placed on file</p> <p>RECOMMEND COUNTY BOARD APPROVAL of a resolution declaring Joseph R. Biden unequivocally won the 2020 presidential election</p> <p>RECOMMEND COUNTY BOARD APPROVAL of a resolution declaring Champaign County a Champion of reproductive freedom</p> <p>None</p> <p>None</p> <p>X. A. 1. b-e</p> <p>None</p> <p>8:39 p.m.</p>
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**Denotes inclusion on the Consent Agenda*

RESOLUTION NO. 2022-231

RESOLUTION APPOINTING JACOB PAUL TO THE
SANGAMON VALLEY PUBLIC WATER DISTRICT

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

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

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

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Jacob Paul to the Sangamon Valley Public Water District for an unexpired term ending May 31, 2027; and

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

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Jacob Paul, 449 Kendall Street, Mahomet, IL 61853.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Water Public District

NAME: Jacob Paul

ADDRESS: 449 Kendall Street Mahomet IL 61853
Street City State Zip Code

EMAIL: [REDACTED] PHONE: 217-318-9218

Check Box to Have Email Address Redacted on Public Documents

PUBLIC WATER DISTRICT: Sangamon Valley PWD

BEGINNING DATE OF TERM: ASAP ENDING DATE: 2022

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

1. Are you a resident of Champaign County? Yes No
2. Do you live within the water district? Yes No
3. What experience and background do you have which you believe qualifies you for this appointment?

I am committed to helping my constituents and for ensuring the safety and quality of drinking water throughout the district. I have a good attendance record for public meetings, offer input and volunteer regularly.

4. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

Through my other appointments and my current elected term of service, I have learned of the inner workings of SVPWD how their operations impact the public and I am committed to ensuring the safety and quality of the public water for my constituents and neighbors who also reside in the district with me.

5. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

Champaign County Board Mahomet District 1, Champaign County Board of Health, Visit Champaign County

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

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

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

Jacob Paul

Digitally signed by Jacob Paul
Date: 2022.09.16 12:19:24 -05'00'

Signature

Date: 9/16/2022

RESOLUTION NO. 2022-232

A Resolution Declaring Joseph R. Biden unequivocally won the 2020 Presidential election.

WHEREAS, Champaign County and other jurisdictions in the United States of America held the General Presidential Election on November 3rd, 2020, and

WHEREAS, The voters of Champaign voted to elect Joseph R. Biden President of the United States of America by a margin of 21,782 votes and

WHEREAS, The Champaign County Clerk and the State Board of Elections of Illinois certified the results of the Presidential General Election on Nov 18, 2020, and

WHEREAS, Election Judges from the Democratic and Republican Parties participated in conducting said election and

WHEREAS, Allegations of fraud and theft have been made against County Clerks and Election Commissions all over the United States by election deniers, and

WHEREAS, Countless lawsuits were filed to overturn the 2020 Presidential elections before Democratic and Republican appointed Judges alike and have failed, and

WHEREAS, Retabulations, hand recounts, and many post-election audits have all revealed that Donald Trump lost the 2020 Presidential Election and

WHEREAS, There are extremist election deniers who still believe that the 2020 Presidential Election was stolen from former President Donald J. Trump, and

WHEREAS, On January 6, 2021 election denying terrorists stormed the United States Capitol in an illegal attempt to overturn a legitimate election, and

NOW, THEREFORE, BE IT RESOLVED, that the Champaign County Board declares that the 2020 Presidential Election was the safest and most secure election in the history of the United States of America, and

BE IT FURTHER RESOLVED, that by all objective measures there is no question who won the 2020 Presidential election, and

BE IT FURTHER RESOLVED, that Joseph R. Biden unquestionably won the 2020 Presidential election.

PRESENTED, ADOPTED, APPROVED, by the County Board this 20th day of October, A.D. 2022.

**Kyle Patterson, Chair Champaign
County Board**

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

**Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____**

RESOLUTION NO. 2022-233

A Resolution Declaring Champaign County a Champion of Reproductive Freedom

WHEREAS, the reproductive rights movement is facing the most aggressive attacks to safe and legal access to abortions in decades with serious implications for communities across the country;

WHEREAS, nearly 600 pieces of legislation attacking access to safe legal abortions and women’s rights were introduced around the nation this year alone, it is clear we must act to protect these hard fought rights;

WHEREAS, the impact of these restrictions, bans, and attacks on reproductive freedom disproportionately impact populations that already face barriers to accessing care—communities of color, people with low incomes, immigrants, and young people;

WHEREAS, the state of Illinois has worked to make reproductive freedom a fundamental right for all Illinoisans, protecting a person’s rights to reproductive health and bodily autonomy, their privacy regarding reproductive decisions, their access to safe and legal abortion, and fundamentally, the right to choose whether or not to terminate a pregnancy;

WHEREAS, as states around the country enact extreme laws that violate the fundamental right to decide whether or not to terminate a pregnancy, Champaign County can serve as a model and commit to defend and fight for reproductive freedom, and welcome all those seeking to fully exercise their reproductive rights and access safe legal abortion;

NOW, THEREFORE, BE IT RESOLVED, Champaign County is declared a champion and defender of health equity and reproductive freedom for all.

PRESENTED, ADOPTED, APPROVED, by the County Board this 20th day of October, A.D. 2022.

**Kyle Patterson, Chair Champaign
County Board**

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

Approved: _____
**Darlene A. Kloeppel, County Executive
Date:** _____

RESOLUTION NO. 2022-192

RESOLUTION APPOINTING DEBRA GRIEST TO THE
BEAVER LAKE DRAINAGE DISTRICT

WHEREAS, Darlene A. Kloeppel, County Executive, has submitted to the County Board her appointment of Debra Griest to the Beaver Lake Drainage District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 605/4-1; and

WHEREAS, such appointment mandates that Debra Griest give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control, pursuant to 70 ILCS 605/4-4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Debra Griest to the Beaver Lake Drainage District for a term ending August 31, 2025; and

BE IT FURTHER RESOLVED that Debra Griest shall give bond payable to the People of the State of Illinois for the use of all persons interested in an amount hereby fixed by the Champaign County Board as One-Thousand Dollars (\$1,000) and with surety payable to the Champaign County Board, said bond conditioned upon the faithful performance of his duties and the faithful application of all moneys that may come under his control; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Debra Griest, 1802 Cindy Lynn St., Urbana, IL 61802.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22nd day of September A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
Drainage District Commissioner

NAME: Debra A. Griest

ADDRESS: 1802 Cindy Lynn St., Urbana, IL 61802

Street

City

State

Zip Code

EMAIL: debgriest@comcast.net

PHONE: H (217) 367-4091

Check Box to Have Email Address Redacted on Public Documents

NAME OF DRAINAGE DISTRICT: Beaver Lake Drainage District

BEGINNING DATE OF TERM: Sept. 1, 2022

ENDING DATE: Aug. 31, 2025

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

1. Are you a resident of the State of Illinois? Yes No
2. Do you own land within the drainage district? Yes No
3. What experience and background do you have which you believe qualifies you for this appointment?

I served on the Champaign County ZBA for 15 years; 10 years as chairperson. I chaired the LESA task force which revised the LESA evaluation system for Champaign County. I worked for the Illinois State Geological Survey for 31 years. I annually attend the drainage district training provided by the Illinois Association of Drainage Districts. I serve as the financial person for the Saline Drainage District; manage their documents, banking, bill payment processes and determining their requirements for annual maintenance. I farm with my husband and also work for one of the larger farming operations in Champaign County.

4. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

I have spent the past four years learning every publicly available detail of the Beaver Lake Drainage District's finances, assessments, and operations. I attend their annual meetings and have spent countless hours and dollars attempting to get to the root of some of their drainage issues. I have spoken with many of the major landowners in the District to educate myself on their needs and concerns.

5. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

I am currently an elected Trustee of the Carroll Fire Protection District. I was previously appointed to the Champaign County ZBA for 3 separate 5 year terms (2 terms as Chair). I was previously appointed to chair the LESA task force.

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

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

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



Signature

Date: May 18, 2022

RESOLUTION NO. 2022-234

PURCHASES NOT FOLLOWING PURCHASING POLICY

October 2022

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 October 20, 2022 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED by the County Board this 20th day of October A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloepfel, County Executive
Date: _____

FOR COUNTY BOARD APPROVAL
10/3/22

PURCHASES NOT FOLLOWING THE PURCHASING POLICY AND EMERGENCY PURCHASES
For items paid 9/3/22 to 9/30/22

	DEPARTMENT	APPROPRIATION #	INV/PO DATE	PAID DATE	DESCRIPTION	VENDOR	AMOUNT
**	County Clerk	1080-022-502002	9/19/2022	9/30/2022	Statutorily required mailing regarding Vote By Mail	Minuteman Press	\$ 28,569.49

***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. 2022-235

PAYMENT OF CLAIMS AUTHORIZATION

October 2022

FY 2022

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$10,749,062.79 including warrants 8994 through 10283 and ACH payments 500048 through 500162 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 \$10,749,062.79 including warrants 8994 through 10283 and ACH payments 500048 through 500162 is approved.

PRESENTED, ADOPTED, APPROVED, by the County Board this 20th day of October, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

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

Approved: _____
Darlene A. Kloeppel, County Executive
Date: _____

Resolution No. 2022-236

AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (Act), authorizes the State of Illinois, acting by and through the Illinois Department (“DEPARTMENT”), to make fund available to assist in the development and operation of public transportation systems; and

WHEREAS, awards for said funds will impose certain obligations upon the PARTICIPANT, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY:

Section 1. The Champaign County enter into a Downstate Public Transportation Operating Assistance Agreement (“Agreement”) with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2023 in order to obtain assistance under the provisions of the Act.

Section 2. That the County Executive is hereby authorized and directed to execute the Agreement or its amendments(s) on behalf of Champaign County for such assistance for fiscal year 2023.

Section 3. That the County Executive of Champaign County is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2023.

Section 4. That while participating in said operating assistance program Champaign County shall provide all required local matching funds.

PRESENTED and ADOPTED this 20th day of October 2022.

Champaign County Board Chair

(Date)

Champaign County Executive

(Date)

Attest

(Date)



CHAMPAIGN COUNTY
REGIONAL PLANNING
COMMISSION

Memorandum

To: Members of the Champaign County Board
From: Rita Morocoima-Black, CCRPC/CUUATS Planning and Community Development Director
Mimi Hutchinson, CCRPC/Program Compliance Oversight Monitor for Champaign County Rural Public Transportation
Date: October 12th, 2022
Re: FY2021 Downstate Operating Assistance Program (DOAP) Grant Agreement – Grant No. OP-23-05-IL, Agreement No. OP-23-05-IL

Requested Action: Approve Resolution Authorizing Execution of FY2021 Downstate Operating Assistance Program (DOAP) Grant Agreement – Grant No. OP-23-05-IL, Agreement No. OP-23-05-IL

Background: In Spring of 2022, the Champaign County Board authorized the application for \$753,610 in Downstate Operating Assistance Program funding (rural public transportation grant). On August 12th, 2022, CCRPC staff received the state DOAP grant agreement for Champaign County’s partial execution for the same amount requested and previously approved by the County Board. The DOAP funding requires a 35 percent match for all eligible expenses.

The amount of this grant agreement is \$753,610.



Champaign County Urbanized Area Transportation Study
A program of the Champaign County RPC

1776 E. Washington St. Urbana, IL 61802
P 217.328.3313 F 217.328.2426
TTY 217.384.3862 CCRPC.ORG

APPENDIX 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (Act), authorizes the State of Illinois, acting by and through the Illinois Department of Transportation (“DEPARTMENT”), to make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, awards for said funds will impose certain obligations upon the PARTICIPANT, including provisions by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF Champaign County _____:

Section 1. That the _____ of the Champaign County _____ enter into a Downstate Public Transportation Operating Assistance Agreement (“Agreement”) with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2023 in order to obtain assistance under the provisions of the Act.

Section 2. That the _____ is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Champaign County _____ for such assistance for fiscal year 2023.

Section 3. That the _____ of the Champaign County _____ is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2023.

Section 4. That while participating in said operating assistance program the Champaign County shall provide all required local matching funds.

PRESENTED and ADOPTED this _____ day of _____, 20_____

(Signature of Authorized Official) _____ (Attest)

(Title) _____ (Date)

Resolution No. 2022-237

AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 (“Section 5311”), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2023, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Champaign County.

Section 2. That while participating in said operating assistance program, Champaign County will provide all required local match funds.

Section 3. That the County Executive is hereby authorized and directed to execute and file on behalf of Champaign County such application.

Section 4. That the County Executive is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the County Executive is hereby authorized and directed to execute and file on behalf of Champaign County a Section 5311 Grant Agreement (“Agreement”) with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2023.

Section 6. That the County Executive is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2023.

PRESENTED and ADOPTED this 20th day of October 2022.

Champaign County Board Chair

(Date)

Champaign County Executive

(Date)

Attest

(Date)



CHAMPAIGN COUNTY
REGIONAL PLANNING
COMMISSION

Memorandum

To: Members of the Champaign County Board
From: Rita Morocoima-Black, CCRPC/CUUATS Planning and Community Development Director
Mimi Hutchinson, CCRPC/Program Compliance Oversight Monitor for Champaign County Rural Public Transportation
Date: October 12th, 2022
Re: FY2023 Section 5311 Grant Agreement – Grant No. OP-23-05-FED, Agreement No. OP-23-05-FED

Requested Action: Approve Resolution Authorizing Execution of FY2021 Section 5311 Grant Agreement – Grant No. 21-0338-22532, Agreement No. 5137

Background: In Spring of 2022, the Champaign County Board authorized the application for \$153,871 in Section 5311 funding (rural public transportation grant). On September 30th, 2022, CCRPC staff received the federal 5311 grant agreement for Champaign County’s partial execution for the same amount requested and previously approved by the County Board. The 5311 funding requires a 50 percent match for all eligible expenses.

The amount of this grant agreement is \$153,871.



Champaign County Urbanized Area Transportation Study
A program of the Champaign County RPC

1776 E. Washington St. Urbana, IL 61802
P 217.328.3313 F 217.328.2426
TTY 217.384.3862 CCRPC.ORG

PART TWO ATTACHMENT 3

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF Champaign County :

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2023 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Champaign County (Name of Applicant).

Section 2. That while participating in said operating assistance program the Champaign County will provide all required local matching funds.

Section 3. That the _____ (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of Champaign County such application.

Section 4. That the _____ (Title of Certifying Officer) is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That _____ (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of Champaign County Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2023.

Section 6. That the _____ (Title of Certifying Officer) is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2023.

PRESENTED and ADOPTED this _____ day of _____, 20

(Signature of Authorized Official)

(Attest)

(Title)

(Date)

RESOLUTION NO. 2022 - 238

RESOLUTION AUTHORIZING THE CHAMPAIGN COUNTY EXECUTIVE
TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY AND THE EAST
CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL
REGARDING A PROJECT LABOR AGREEMENT
FOR THE COUNTY PLAZA RENOVATION PROJECT

WHEREAS, the Champaign County Board desires to renovate the property commonly known as County Plaza, located at 102 E. Main Street and 101 E. Water Street, Urbana, Illinois, so as to best suit the county's needs and facilitate the provision of county services and the conducting of county business, through an upcoming construction and/or renovation project.

WHEREAS, the County Board anticipates that a Request for Proposals (RFP) will be issued for this project to elicit bids in a competitive selection process.

WHEREAS, the County provide vital services to the citizens of Champaign County that require the timely completion this project within precise and limited time parameters; and strikes and other work stoppages could delay the completion of certain projects, disadvantaging the County's residents.

WHEREAS, skilled craftsmen are needed by the County to achieve the quality of workmanship essential to meeting public expectations and interests.

WHEREAS, the County Board believes it to be in County's interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work.

WHEREAS, the County Board intends to set standard working conditions for the efficient performance of work at the County, to establish and maintain harmonious relations between all parties to County contracts, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the performance of work at the County.

WHEREAS, it is the policy of Champaign County to encourage and require equal opportunity in employment for all persons, and to promote workplace diversity, and to prohibit discrimination in employment.

NOW THEREFORE, BE IT RESOLVED that the Champaign County Board hereby authorizes the Champaign County Executive to execute the attached Agreement, regarding the attached Project Labor Agreement (PLA), with the East Central Illinois Building & Construction Trades Council (ECIBCTC).

BE IT FURTHER RESOLVED that in the event ECIBCTC agrees to the attached Agreement in a timely manner prior to the issuance of the RFP, the County Executive shall include the attached PLA and attached PLA Contract Terms as part of the County's requirements in the initial RFP to be issued for the County Plaza Renovation Project, and shall negotiate with the selected bidder to the RFP to include the attached PLA-Related Contract Terms, or terms substantially similar thereto, in any final award of contract.

BE IT FURTHER RESOLVED that in the event no qualified bidders bid on the initial RFP for said project, or portion thereof, the County Executive may request new proposals without including the PLA.

BE IT FURTHER RESOLVED that in order that the County Executive have the power to see that this resolution of the County Board is faithfully executed, the County Executive shall have the duties and powers detailed in Article 14 of the attached PLA regarding Workforce Diversity and Equal Opportunity in Employment, including but not limited to: determining the sufficiency of good faith efforts; establishing narrowly tailored and flexible female and minority contract participation goals; granting or denying waivers; monitoring compliance; approving affirmative action and utilization plans; and, if necessary, invoking any of the sanctions provided for under the terms of the agreement with the contracting entity.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of October A.D. 2022

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____

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

Date: _____

Approved: _____

Darlene A. Kloeppel, County Executive

Date: _____

Attachments: Agreement between ECIBCTC and Champaign County, Illinois (proposed)
PLA-Related Contract Terms (proposed)
ECIBCTC Project Labor Agreement (proposed)

**AGREEMENT
BETWEEN THE
EAST CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL
AND
CHAMPAIGN COUNTY, ILLINOIS**

1. This Agreement is entered into to facilitate the timely completion of a specific upcoming construction and renovation project at Champaign County (“the County”), namely the project commonly referred to as the County Plaza Renovation Project, RFP #2022-008 (the “Project”).
2. The County provides vital services to the citizens of Champaign County that require the timely completion of projects within precise and limited time parameters. Strikes and other work stoppages could delay the completion of certain projects, disadvantaging the County’s residents. Skilled craftsmen are needed by the County to achieve the quality of workmanship essential to meeting public expectations and interests. Furthermore, the parties to this Agreement believe it to be in their mutual interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set standard working conditions for the efficient performance of work at the County, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the performance of work at the County.
3. The County agrees to include the attached Project Labor Agreement (“PLA”), or mutually agreed successor versions, as part of the Request for Proposals (“RFP”) for the Project, which is a construction and/or renovation project estimated to cost Thirty Thousand Dollars (\$30,000.00) or more as determined by the County.
4. Any firm, union affiliated or not, may bid on the Project pursuant to the RFP process. To be awarded a contract, successful bidders must become a party to the PLA or a substantially similar successor version as may be reasonably negotiated and mutually agreed upon between the bidder and the County. This Agreement applies only to this Project.
5. The East Central Illinois Building & Construction Trades Council (“the ECIBCTC”), its member unions, agents, affiliates and surrogates agree to not stop, delay, interrupt, strike, picket, harass or interfere in any way with construction projects, contractors, or employees engaged in County projects covered by a PLA. Any interference, whether lawful or not, shall terminate this Agreement.

6. In the event that no qualified bidders bid on a project, or portion thereof, the County reserves the right to request new proposals without including the PLA.
7. In the event that there is insufficient labor available through ECIBCTC member Unions to staff construction projects, the County reserves the right to exclude the PLA as a requirement from any or all solicitations for construction until such time as sufficient labor is made available. The County will make efforts to consult with the ECIBCTC prior to excluding the PLA. The ECIBCTC will be provided an opportunity to remedy the labor insufficiency prior to the PLA being excluded. The County reserves the sole right to determine the sufficiency of available labor. Nothing in this Agreement shall preclude the County from utilizing or assigning County employees to perform assigned work.
8. All parties agree to cooperate to promote a diverse workforce and equal opportunity in employment, as detailed in Article 14 of the attached PLA.
9. The term of this Agreement is two years, beginning on the date of execution below, 2022, and ending on the same day and month two years thereafter, 2024, unless extended by mutual agreement as detailed in paragraph 10.
10. Neither party to this Agreement shall be obligated to enter into any negotiations for the renewal or extension of this Agreement. If either party desires to renew or extend the Agreement, such party will notify the other party in writing at least ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, the East Central Illinois Building & Construction Trades Council and Champaign County have caused this Agreement to be executed in their respective capacities effective this _____ day of _____, 2022.

Champaign County (County)

East Central Illinois Building & Construction Trades Council (ECIBCTC)

 Darlene A. Kloepfel,
 County Executive

 President of ECIBCTC

Attest: _____
 Aaron Ammons, County Clerk
 And *Ex-Officio* Clerk of the
 Champaign County Board

 Vice President of ECIBCTC

 Secretary/Treasurer of ECIBCTC

PLA-RELATED CONTRACT TERMS

Equal Opportunity in Employment & Project Labor Agreement Provision

For the purposes of this provision, "contracting entity" means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the County. The words used herein and the requirements shall be interpreted in accordance with and have the meaning ascribed to them as set forth in Article 14 of the Project Labor Agreement.

- (1) *Non-discrimination pledge.* The contracting entity shall not discriminate against any employee during the course of employment or application for employment on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military.
- (2) The contracting entity shall make good faith efforts in accordance with its affirmative action plan and utilization plan, if one is required to be submitted to and approved by the County, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Article 14 of the Project Labor Agreement regarding this project.
- (3) *Notices.* The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the County, setting forth the provisions of the non-discrimination pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the County's notice.
- (4) *Employment relations.* The contracting entity shall send to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a copy of the contracting entity's notice regarding the non-discrimination pledge.
- (5) *Solicitation and ads for employment.* The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state "This is an Equal Opportunity Employer."
- (6) *Access to books.* The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the County Executive or the County Executive's designee for purposes of investigation to ascertain compliance with these provisions and the Project Labor Agreement.

- (7) *Reports.* The contracting entity shall provide periodic compliance reports to the County Executive, upon request. Such reports shall be within the time and in the manner proscribed by the County and describe efforts made to comply with the provisions of the Project Labor Agreement.
- (8) *Remedies.* In the event that any contracting entity fails to comply with the above subsections, or fails to comply with or make good faith efforts to comply with its affirmative action plan, utilization plan, or any provision of county, state or federal law relating to human rights, after the County has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to cure the non-compliance, then the County, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:
- (i) Cancel, terminate or suspend the contract in whole or in part;
 - (ii) Declare the contracting entity ineligible for further contracts for up to one calendar year;
 - (iii) Recover from the contracting entity by set-off against the unpaid portion of the contract price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of fifty dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity fails to comply with these provisions of the contract, as determined by the County Executive, the said sum being fixed and agreed upon by and between the contracting entity and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the County would sustain;
 - (iv) Seek other contractual remedies or sanctions allowable by law.
- (9) Construction contractors shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

East Central Illinois Building & Construction Trades Council
Project Labor Agreement

This Agreement is entered into this _____ day of _____, 2022, by and between _____ and the East Central Illinois Building and Construction Trades Council (ECIBCTC) for and on behalf of its affiliates, individually and collectively, hereinafter referred to as the “Union”. This Agreement shall apply to work performed by the Employer (Champaign County) and its Contractors and Subcontractors on Construction known as the **County Plaza Renovation Project**, hereinafter referred to as the “Project”.

Article 1 - Intent and Purposes

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockout, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon _____ and all its sub-contractors (herein jointly referred to as “Contractor”), who shall be required to sign the Participation Agreement, attached hereto as Exhibit A, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the Participation Agreement. It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This agreement may be modified by mutual consent in writing by the parties' signatory hereto.

(b) Nothing in this Agreement shall preclude the County from utilizing or assigning County employees to perform assigned work.

1.2 The Contractor agrees to be bound by the terms of the applicable Collective Bargaining Agreements and amendments thereto of the affiliates of the East Central Illinois Building and Construction Trades Council and the applicable employers association, if any. The applicable Collective Bargaining Agreement is that which predominates in Champaign County for the particular work performed by the Contractor. Such agreements are incorporated herein by reference, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this Project Labor Agreement, which shall apply to work. It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail. In order to comply with the requirements of the various fringe benefit funds to which the

Contractor is to contribute, the Contractor shall sign the applicable participation agreements when necessary.

1.3 The Contractor and the Union agree that should the collective Bargaining Agreement (CBA) of any ECIBCTC affiliate signatory to this Agreement will expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactively is agreed upon by both bargaining parties.

Article 2 - Recognition

2.1 The Contractor recognizes the ECIBCTC and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. ECIBCTC affiliates signatory to this Agreement will have recognition on the project for their craft.

Article 3 - Administration of Agreement

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, the County, ECIBCTC representatives, and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor, the County, or the ECIBCTC may at any time require a meeting to review the operation of this Agreement. Said meeting shall take place within one week of the written request. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the ECIBCTC no less than two days prior to these meetings, a job status report, planned activities for the next 30 day period, actual number of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

3.4 ECIBCTC shall supply a Union Contact List, attached hereto as Exhibit B, and shall provide an updated Union Contact List to both the Contractor and the County within one week of any change to the information therein.

3.5 The Contractor shall supply the County with a fully signed copy of this Agreement immediately after its execution. The Contractor shall have a continuing duty to promptly supply the County with complete copies of all signed Participation Agreements.

Article 4 - Hours of Work Overtime Shifts and Holidays

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time, which is to be established at the pre-job conference, will be applicable to all craft employees on the project. Changes in the standard work day and week must be requested in writing and approved by the County. Should job conditions dictate a change in the established starting time and/ or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the ECIBCTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established workday of eight (8) hours, Monday through Friday and all the time on Saturday shall be paid in accordance with each craft's current Collective Bargaining Agreement. All time on Sundays and Holidays shall be paid for at the rate of double time. Fringe benefit payments for all overtime work shall be paid in accordance with each craft's Current Collective Bargaining Agreement.

4.3 Shifts may be established when considered necessary by the Contractor. Shift pay shall be in accordance with each craft's current Collective Bargaining Agreement. Shifts when established shall continue for a minimum of five (5) consecutive days. Changes in shift must be requested in writing and approved by the County.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent has been given by the Business Manager.

Article 5 - Absenteeism

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

Article 6 - Management Rights

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

Article 7 - General Working Conditions

7.1 Employment begins and ends at the project site.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

7.3 The Contractor may utilize brassing, time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foremen's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction tools or other labor-saving devices to accomplish the work.

7.7 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.8 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure in order to protect factory warranties.

7.9 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the ECIBCTC prior to any involvement on the project by these personnel. The Contractor will inform the ECIBCTC of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

7.10 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply ECIBCTC and affiliated unions with delivery schedules, allowing as much time as possible to ensure the appropriate crafts will be available to unload the materials or equipment.

Article 8 - Safety

8.1 The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the ECIBCTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

Article 9 - Subcontracting

9.1 The Project Contractor agrees neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project, shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting, with the exception of ready mix, aggregate, asphalts, brick, block, drywall, and trash removal.

Article 10 - Union Representation

10.1 Authorized representatives of the ECIBCTC and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each ECIBCTC affiliate which is a party to this Agreement shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the

work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

Article 11 - Work Stoppages and Lockouts

11.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the ECIBCTC, its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this Article.

11.2 The ECIBCTC and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

11.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

11.4 Neither the ECIBCTC nor its affiliates shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the ECIBCTC will immediately instruct order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The ECIBCTC in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

11.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged; after all involved parties have been notified.

(a) The party invoking this procedure shall notify an individual to be mutually agreed upon; whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by service with delivery confirmation to the party alleged to be in violation and all involved parties.

(b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exist but not before twenty-four (24) after the service with delivery confirmation notice to all parties involved as required above.

(c) The Arbitrator shall notify the parties by service with delivery confirmation of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice by service with delivery confirmation of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by service with delivery confirmation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation. In the event that no violation is found, such fees and expenses shall be borne by the moving party.

Article 12 - Disputes and Grievances

12.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruption, delays, or work stoppages.

12.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article, accept when any craft which has a no strike, no lockout grievance procedure which results in final and binding arbitration, then they shall use their local grievance procedures to settle such disputes.

12.3 Any questions or dispute arising out of and during the term of this Project Agreement (other than Trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: (a) When any employee subject to the provisions of the Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

Step 1: (b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2: (a) The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an Arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, the fee and expenses of the arbitrator shall be borne equally between the Contractor and the involved Local Union(s).

Step 3: (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

12.4 The Project Contractor and County shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

Article 13 - Jurisdictional Disputes

13.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor or organization on the site.

13.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

- (a) Negotiation by and between the Local Business Representative of the disputing Unions and Contractor assigning the work within 5 business days. Such negotiation shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
- (b) The International Representatives of the disputing Union shall meet on the job site by phone conference, e-mail or fax and attempt to resolve said dispute within 5 business days.
- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an agreed upon arbitrator after complying with paragraph 13.2(b) above within 5 business days. An arbitrator will be selected from a panel of seven (7) arbitrators supplied through the Federal Mediation and Conciliation Service being selected or rejected one at-a-time by the Unions involved. The arbitrator's decision will be final and legally binding on this project only. Further, the losing party(s) will be responsible for the cost of the Arbitrator.
- (d) A jurisdictional dispute may be submitted upon a pre-job assignment.
- (e) If any party to the jurisdictional dispute does not fully comply with the steps and time limit with each step, then the party in non-compliance will lose by "automatic default".
- (f) Time limits at any step can be extended if all parties to the jurisdiction mutually agree in writing.
- (g) All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps 13.2(a) & 13.2(b) and proceed directly to an expedited arbitration hearing.

13.3 The signatory parties to this Agreement agree that all jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Article 14 – Workforce Diversity & Equal Opportunity in Employment

14.1 It is the policy of Champaign County to encourage and require equal opportunity in employment for all persons, and to promote the full realization of equal employment opportunity through actions by contracting entities who contract with the County. This Article establishes standards and procedures by which Contractors and Unions who perform work on County projects may comply with this stated equal employment opportunity policy.

14.2 Neither the Contractor nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest

record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military.

14.3 Neither the Contractor nor the Union shall retaliate against a person because they complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

14.4 *Definitions.* The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

(a) *Champaign Diversity Advancement Program vendor list (CDAP vendor list)* means the certified database maintained by the City of Champaign, used by the County of Champaign pursuant to intergovernmental agreement, of qualified contracting entities that are 51 percent owned and operated by females, minorities, or individuals in other socially disadvantaged groups; or which are local, economically disadvantaged businesses.

(b) *Construction contract* means any contract to which the County is a party for the construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property.

(c) *Construction contractor* means any person who contracts with the County in a construction contract.

(d) *Construction subcontractor* means any person who contracts with a construction contractor in an amount greater than Thirty Thousand Dollars (\$30,000.00) for any single construction contract.

(e) *Contracting entity* means any vendor, construction contractor, or construction subcontractor.

(f) *Good faith efforts* are documented actions taken or planned by a contracting entity that are reasonably calculated to meet an established utilization or workforce participation goal or to encourage employment of, partnership with, and development of MBEs, WBEs and female and minority individuals in County projects. A contracting entity making good faith efforts actively and aggressively seeks participation by and partnership with WBEs, MBEs, and women and minority workers. The County will consider the quality, quantity, and consistency of efforts made by a contracting entity in determining whether the contracting entity has acted in good faith.

(g) *Minority Business Enterprise (MBE)* means a business that is at least 51 percent owned by one or more minority persons, or in the case of a corporation, at least 51 percent of the stock in which is owned by one or more than one minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own the business. A business certified as an MBE pursuant to the Champaign Diversity Advancement Program as indicated on the current CDAP vendor list shall be considered an MBE for purposes of this Agreement for such time as said certification remains valid.

(h) *Minority*. For purposes of this Article, "minority" shall be defined by reference to the definition of "minority person" in the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2, as amended.

(i) *Vendor* means persons who sell goods or services to the County in non-construction contracts and any financial depository in which the County deposits funds.

(j) *Woman Business Enterprise (WBE)* means a business that is at least 51 percent owned by one or more women, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own the business. A business certified as a WBE pursuant to the Champaign Diversity Advancement Program as indicated on the current CDAP vendor list shall be considered a WBE for purposes of this Agreement for such time as said certification remains valid.

14.5 *Good faith efforts.*

(a) All contracting entities performing work on this Project are required to demonstrate good faith efforts in order to be considered a responsive bidder or respondent and throughout the duration of this Project to meet the County's established goals for utilization and employment of MBE and WBE firms and minority and female workers. The County Executive or his or her designee will determine the sufficiency of a contracting entity's good faith efforts. Sufficiency of good faith efforts may vary depending on the type of project, the type of products and/or services to be provided, and the duration of the project.

(b) *Female and Minority Participation Goals*. The County will set aspirational contract participation goals for this Project, except as exempted or waived pursuant to this Article, to assist in inclusion efforts of racial and ethnic minorities, women, and MBEs and WBEs. Contracting entities may meet contract participation goals in two ways: by employing set percentages of female and minority employees ("workforce participation goals"), and/or by assigning set percentages of work on a project to MBEs and WBEs ("utilization goals"). The County will ensure that female and minority participation goals are narrowly tailored in accordance with applicable law, and the County will provide appropriate flexibility to businesses in establishing and providing opportunities for female and minority workers. The County Executive will establish and report goals to the County Board as soon as reasonably practicable upon commencement of the Project, or prior thereto if feasible.

(c) The Union shall make all reasonable efforts to encourage, facilitate, and cooperate with a contracting entity in meeting the County's workforce participation and utilization goals and demonstrating good faith efforts.

(d) The following are minimum requirements a contracting entity must meet to demonstrate good faith efforts:

(1) All contracting entities must submit an Affirmative Action plan as outlined in Article 14.6.

(2) All contracting entities must make all reasonable efforts to contact, negotiate, and partner in good faith with qualified MBE and WBE firms listed on the CDAP

vendor list for potential subcontracting and/or joint venture opportunities and to employ female and minority employees.

(3) All contracting entities must submit a utilization plan that outlines their planned use of qualified MBE and WBE firms as subcontractors or as part of a joint venture, if applicable, and their employment of female and minority employees.

(e) Other evidence of good faith efforts by contracting entities may include, but is not limited to:

(1) Providing job training or direct employment opportunities to increase the utilization of women and minorities on County projects.

(2) Attendance at County-sponsored networking events to increase the utilization of MBEs, WBEs, and female and minority workers.

(3) Providing evidence that the contracting entity has met or exceeded the goals established for this County project related to the utilization of MBE and WBE firms and minority and female workers. Evidence may include payroll records or other documents showing the percentage of minority or female workers employed on a project or the percentage of project hours completed by minority and female workers.

(4) Monetary contributions to training and development funds or organizations dedicated to encouraging MBE and WBE businesses and minority and female workers.

(5) Outreach and recruitment efforts of WBEs and MBEs and female and minority workers.

(6) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from MBEs, WBEs, and minority and female workers.

(7) Providing interested and qualified MBEs and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.

(8) Assisting interested MBEs and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for County contracts and subcontracts.

(9) Assisting interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance.

(10) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers.

(11) If a contracting entity has rejected one or more MBEs or WBEs for a subcontracting or joint venture opportunity, providing supportable reasons for rejection based on a thorough investigation of the business and its qualifications.

(12) All other evidence of good faith efforts that the County Executive or his or her designee deems sufficient to advance the County's goals to encourage minority and female participation in County projects.

(f) *Waiver.*

(1) Contracting entities that are unable to achieve utilization and workforce participation goals established for County projects may request a waiver from the County Executive or his or her designee. Waivers will only be granted when all reasonable attempts at good faith efforts have been exhausted.

(2) Good faith effort requirements may be waived on certain County projects due to the inability to appropriately apply the requirements in this section as a result of the nature of the contract or project.

(3) A waiver may be granted at the initiation of a purchase, at the vendor selection phase, or at any time during the term of the project.

(4) The determination to grant or deny a waiver and the duration of the waiver will be at the sole discretion of the County Executive or his or her designee.

(5) A contracting entity that demonstrates unwillingness to make good faith efforts, or that has demonstrated unwillingness to comply with good faith efforts in past County projects, will not be eligible for a waiver.

(g) *Compliance.*

(1) If the County Executive or his or her designee determines that a contracting entity has not made recent and substantial good faith efforts during the term of a County project, and the contracting entity does not have a valid waiver, the County Executive or his or her designee will notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.

(2) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the County Executive or his or her designee making acceptable arrangements to cure the non-compliance. Acceptable arrangements may include a waiver where the County Executive or his or her designee deems appropriate.

(3) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the County Executive or his or her designee finds the contracting entity's response insufficient, the County Executive or his or her designee may:

- a. Cancel, terminate, or suspend the contract in whole or in part;
- b. Declare the contracting entity ineligible for further contracts for up to one calendar year;
- c. Require the contracting entity to pay liquidated damages in the amount of fifty dollars (\$50.00) per day for each day the contracting entity was in non-compliance beginning with the original date of the letter of non-compliance; and/or
- d. Pursue other contractual remedies or sanctions allowable by law.

14.6 Affirmative action plan; submittal and approval.

(a) *Submittal.* Each contracting entity, as defined herein, shall submit an affirmative action plan and a utilization plan for the County's consideration describing the actions the entity will take to ensure compliance with this article. Affirmative action plans shall be accepted for a period of one (1) year from the date of approval by the County. Utilization plans must be submitted for each contract unless otherwise determined by the County Executive or his or her designee.

(b) *Minimum requirements.* The plan shall be approved by the County Executive or his or her designee if, and only if, the plan at minimum reflects substantial compliance with the following requirements:

(1) *Equal employment policy statement.* The contracting entity must indicate a positive attitude toward equal employment opportunity and indicate that decisions regarding recruitment, hiring, training and promotion will be made without regard to race, color, religion, national origin, ancestry, sex (including pregnancy), gender identity or expression, age, citizenship status, marital status, sexual orientation, genetic information, order of protection status, arrest record, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of their job with or without reasonable accommodations, or unfavorable discharge from the military, except when one (1) of these criterion is a good faith qualification for the occupation involved.

(2) *Assignment of responsibility.* The contracting entity must select a director of the contracting entity's affirmative action program. It will be the director's responsibility, among other things, to assist in the identification and solution of problems. The contracting entity must give the director the necessary top management support and staffing to fulfill his or her job duties.

(3) *Procedures for disseminating policy.* A policy of affirmative action is considered to be of little value unless it goes beyond the words on a piece of paper and is put into effect. The contracting entity is responsible for establishing procedures for disseminating their affirmative action program both within the entity (internally) and outside the entity (externally).

(4) *Utilization analysis.* The contracting entity must identify those areas within the contracting entity's workforce in which minorities and women are being under-utilized.

A utilization analysis is composed of four (4) different parts: a workforce analysis; identification of job groups within the contracting entity; an availability analysis; and an under-utilization analysis.

(5) *Goals and timetables.* For each job group in which under-utilization of minorities or women is found, the contracting entity must set up a system of goals and timetables for correcting the deficiencies. Separate goals for minorities and women must be established, but a single goal for minorities is acceptable unless it is determined that one (1) minority is underutilized in a substantially disparate manner.

(6) *Identification of problem areas and adverse effect.* The contracting entity must identify key job titles in which women or minorities are under-represented in relation to their availability in the workforce and those employment practices which have an adverse effect on women or minorities so as to discourage their employment or full utilization. The contracting entity studies of applicant flow, recruitment procedures, selection and placement procedures, promotions and transfers, seniority systems, terminations, relations with labor unions, employee benefits and working conditions are required.

(7) *Corrective action measures.* Should problem areas be identified or a disproportionate impact on women or minorities be uncovered, the contracting entity is obligated to develop and execute corrective action programs. The total selection process should be evaluated and the necessary changes made.

(8) *System for monitoring compliance.* To ensure that the non-discrimination policy is being carried out, the contracting entity should monitor employment actions at all levels and require the submission for review of reports from unit managers on a scheduled basis.

(9) *Support of EEO programs.* The contracting entity must actively support local, state, and national programs that are designed to improve the employment opportunities of women and minorities.

(10) *Recruitment of persons outside workforce.* Racial minorities and women generally considered outside of the workforce should be considered for employment when they have the requisite skills and can be recruited through good faith efforts.

(11) *System of records and annual summary.* In order to be able to supply compliance officers with information on affirmative action efforts, contracting entities should establish a system of compiling support data in such forms as applicant flow data, progression line charts, seniority rosters, and applicant rejection ratios indicating minority and sex status.

(c) *Failure to submit plan.* If the proposed contracting entity fails to submit an affirmative action plan and utilization plan which, in the County Executive's sole discretion, comply with this section, prior to the execution of a contract by the County, or within such reasonable time after execution as may be provided by the County Executive, the sanctions provided for in this article or provided for in the agreement shall be enforced against the contracting entity.

(d) *Failure to cooperate or comply with plan.* If the contracting entity fails to provide information required to the County Executive to determine compliance with the plan within ten (10) business days of any such request, or fails to make a good faith effort to comply with the provisions of the submitted and approved affirmative action plan, or utilization plan the County Executive may invoke any of the sanctions provided for under the terms of the agreement with the contracting entity.

Article 15 - General Savings Clause

15.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or State government, the Contractor and the Union shall suspend the operation of such Article and provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

Article 16 - Term of Agreement

16.1 This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.

(Remainder of page intentionally left blank.)

PROJECT NAME AND CONTRACTOR SIGNATURE PAGE

Project Name County Plaza Renovation Project

IN WITNESS WHEREOF, the ECIBCTC and CONTRACTOR have executed this Project Labor Agreement on this _____ day of _____, 2022.

CONTRACTOR

East Central Illinois Building & Construction Trades Council (ECIBCTC)

Contractor Signature

ECIBCTC President by resolution and authority of the signatory trade unions of the Project Labor Agreement

Print Name

Boilermakers LU #60
Bricklayers LU #8
Carpenters LU #243
Electrical Workers LU #601
Elevators LU #55
Glaziers LU# 1168
Heat and Frost Insulators LU #18
Ironworkers LU #380
Laborers LU #703
Laborers LU #751
Millwrights LU #1051
Operating Engineers LU #841
Painters LU #363
Plasterers & Cement Masons LU #143
Plumbers & Steamfitters LU #149
Road Sprinklers LU #669
Roofers LU #97
Sheet Metal LU #218
Teamsters LU #26

Title

Company Name

Address

City, State, Zip Code

Phone

Fax

Email

Website

SIGNATURE PAGE(S) FOR THE UNIONS

(to be supplied by Union)

PARTICIPATION AGREEMENT

The undersigned Project Contractor, Contractor or subcontractor, subcontracting to _____ agrees to be bound to the attached Project Labor Agreement negotiated between _____ and the East Central Illinois Building & Construction Trades Counsel (ECIBCTC).

Project Contractor, Contractor, Subcontractor

By

Date

UNION CONTACT LIST

(to be supplied by Union)



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Darlene A. Kloeppe, County Executive

MEMORANDUM

TO: County Board Members
FROM: Darlene Kloeppe, County Executive
DATE: October 13, 2022
RE: National Opioid Settlement

Nationwide settlements have been reached to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”).

The Distributors will pay a maximum of \$21 billion over 18 years, while J&J will pay a maximum of \$5 billion over no more than nine years, with approximately \$22.8 billion in settlement proceeds payable to state and local subdivisions. Of the funds going directly to participating states and subdivisions, at least 85% must be used for abatement of the Opioid Epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts. The list of eligible categories/activities has not yet been released.

Champaign County signed on as a party in these lawsuits and will benefit from the settlement agreements. The Treasurer’s Office has established a separate account for receipt and tracking of these funds.

With very short notice, we have been informed that this week the county will receive two payments of \$69,822.78 and \$73,380.34. Additional payments will be made to the county over a time period of up to 18 years, and amounts will vary based on several calculations being done at the national level.

No board action is required at this time, but in future years the board can address allocation of these funds within the parameters that will be provided.

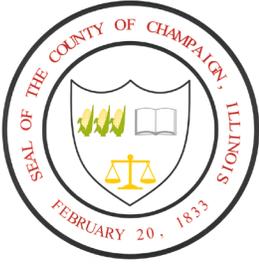
Budget

10/14/2022

iRead iCount: SY (Spring) 2022/SY (Fall) 2023/(Spring) 2024/ Summers 2022 & 2023/ SY (Fall) 2024/ (Spring) 2025

Expense	Category	Budget	Actual	Difference (\$)	Difference (%)
Advertising for volunteers	Marketing	\$ 45,000.00			0%
Marketing / Program Materials	Marketing	\$ 24,000.00			0%
Personnel / Benefits & Taxes	Personnel	\$ 138,060.00			0%
School Coordinator Stipends	Personnel	\$ 42,000.00			0%
Background Checks	Operating	\$ 4,800.00			0%
Rent	Operating	\$ -			
Utilities	Operating	\$ -			
Equipment / Computer	Equipment	\$ 2,000.00			0%
Insurance	Operating	\$ -			
Telephone	Operating	\$ -			
Volunteer Sign Up Software	Operating	\$ 1,500.00			0%
Curriculum Development & Materials	Program	\$ 20,000.00			0%
Maintenance and repairs	Operating	\$ -			
Bank Fees/Professional	Operating	\$ 800.00			0%
Grant Administration	Operating	\$ 7,250.00			0%
Volunteer Appreciation	Program	\$ 10,500.00			0%
Postage	Operating	\$ -			
Student incentives/reward	Program	\$ 15,000.00			0%
Other	Misc	\$ 2,000.00			0%
Total Expenses		\$ 312,910.00	\$ -		0.00%

\$15K ea. yr & leverage media in-kind/Volunteer Recruitment
 Design and Print: banners, posters, brochures / Program Awareness and Volunteer
 PT Coordinator (X 3-year) / 10,620 Chamber staff offset
 3-year / 2 districts / 12 schools, DM B&GC, DREAM
 \$4 ea./ 1200 volunteers over 3 years
 Covered by Chamber
 Covered by Chamber
 Covered by Chamber
 Covered by Chamber
 Annual Subscription x3
 2.5 percent (\$2416 each year)
 Small tokens of appreciation after each semester or summer session
 In-kind by Chamber
 Books/math cards/stickers,etc./Items for students to take home
 The goal would be to serve 1500 children over 3 years. \$208 per student to improve literacy and math skills by 3rd grade.



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Darlene A. Kloeppel, County Executive

MEMORANDUM

TO: County Board Members
FROM: Darlene Kloeppel, County Executive
 Kathy Larson, Economic Development Specialist/ARPA Project Manager
DATE: October 13, 2022
RE: ARPA Update

A project summary is listed below. Also attached to this memo are the financial overview and project timeline. Quarterly reporting is currently underway and is due to the Department of Treasury by October 31.

Projects that are complete, aside from the reporting process and/or future maintenance payments:

Project	County ARPA Funds	Other Funds	Outcome Overview
C-U at Home low-barrier winter shelter services	\$150,000	\$438,012	12/20/2021 – 4/15/2022: Men’s shelter served 161 unduplicated clients; Women’s shelter served 41 unduplicated clients
UCSD past-due sewer / water bill assistance	\$150,000	N/A	Assisted 1,503 past-due (at least 60 days) residential accounts; maximum \$500 assistance per account
Clerk election equipment	\$228,960	N/A	Increases vote-by-mail processing capabilities, reduces reliance on in-person voting in response to the pandemic
County Plaza purchase	\$2,012,471	N/A	For County government services, classified under Revenue Replacement funds
Employee premium pay	\$758,799	N/A	Assisted 530 eligible County employees
Jail full-body scanner	\$166,251	N/A	Assists with spatial distance to prevent and mitigate COVID

Contracts/IGAs that are being implemented:

- ARPA Project Management
- Auditor’s temporary part-time staff member
- CCMHB for mental health services
- Broadband plan work
- County department projects
 - EMA mobile command post
 - Circuit Clerk’s partitions
 - Circuit Clerk equipment and technology
 - Jail consolidation professional services

- IT cybersecurity and upgrades
- Sheriff's Combatting Community Violence Campaign
- Jail COVID testing
- State's Attorney's Digital Evidence Management System
- Children Advocacy Center flooring
- County records digitization
- County Clerk VBM postage
- Court Services equipment and technology
- Assistance payments for past-due sewer/water bills with Village of Mahomet, Sangamon Valley Public Water District
- Assistance payments for mental health and language barrier services via Immigrant Service Organizations led by the New American Welcome Center at the University YMCA
- Mahomet Aquifer Mapping with the University of Illinois
- RPC household assistance
- Rural housing rehab projects with the Central Illinois Land Bank Authority
- Small business assistance funding contracts: EDC talent attraction program, Chamber eCommerce program, Chamber micro loan program, Justine PETERSEN loan program
- Rural water project funding: Penfield Water District, Pesotum Consolidated Drainage District, SVPWD, Triple Fork Drainage District, Village of Ivesdale, Village of Ludlow, Village of Ogden, Village of Royal, Village of St. Joseph, Village of Pesotum
- Community violence intervention contracts: Crime Stoppers, A Vision to Succeed
- Broadband advocacy with the Champaign County Farm Bureau
- Nonpoint source pollution prevention water project funding contracts: Champaign County Environmental Stewards, Champaign County Farm Bureau

Projects that are in contract negotiation/approvals stage:

- Emergency shelter renovation assistance through Housing Authority of Champaign County – out for signatures
- Small business assistance funding contracts: EDC low hurdle grant program
- Community violence intervention contracts: DREAAM House, H3 Coalition, HACC Supportive Services (out for signatures), HACC Landlord Incentives (out for signatures)
- Early Childhood Center –waiting for facility purchase closing
- Broadband initiatives: Volo assistance for HACC properties; Volo rural infrastructure, NextLink rural infrastructure

Budgeted and being discussed further for specific projects:

- Sheriff's updated camera system – waiting for construction
- County Clerk space assessment – waiting for construction

Projections for remaining ARPA funding:

- The ARPA Revenue and Expense Projections chart attached provides the projected revenue and expenses that have been discussed.

ARPA Projects/Tasks Timeline

	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022
<div style="display: flex; justify-content: space-between; align-items: center;"> Completed Current Tasks for Topic * In Process/Priority Projected for Future </div>												
Champaign County ARPA Funds												
Project List 1/2022 - 12/2022												
(as of 10/2022 working draft)												
Administration												
Coordination regarding ARPA rules, regulations, updates										*		
Coordination regarding ARPA reporting requirements										*		
Coordination and analysis of data for reporting										*		
Communication with recipients, partners, board, staff, others										*		
Communications regarding proposal discussions										*		
Draft and execute contracts as needed										*		
Research additional sources of funding for initiatives										*		
Determine adherence of projects with federal requirements										*		
Coordination of job description and hiring of grant writer												
Evaluate active projects with intended outcomes										*		
Work with recipients on ongoing performance reporting										*		
Submission of reports to Department of Treasury										*		
Affordable Housing Assistance												
Contract/funding/reporting - C-U at Home												
Contract coordination with Housing Authority										*		
Contract/funding/reporting - Central IL Land Bank Authority										*		
Broadband Projects												
Coordination with broadband consultant												
Coordination with broadband professional services										*		
Coordination with Volo for assistance to HACC properties										*		
Coordination with Volo for rural broadband										*		
Coordination with NextLink for rural broadband										*		
Community Violence Intervention												
Discuss initiatives for violence intervention outcomes												
Contract/funding/reporting - Crime Stoppers										*		
Contract/funding/reporting - A Vision to Succeed										*		
Contract coordination - DREAAM House										*		
Contract coordination - H3 Coalition										*		
Contract coordination - HACC Supportive Services										*		
Contract coordination - HACC Landlord Incentives										*		
County Department Costs												
Coordination with departments on purchase/projects										*		
Determine/distribute/report premium pay allocations												
Early Learning Assistance												
Coordination with RPC										*		
Household Assistance												
Contract/funding/reporting - RPC										*		
Contract/funding/reporting - UCSD												
Contract/funding/reporting - SVPWD										*		
Contract/funding/reporting - Mahomet										*		
Mental Health Services												
Coordination for reporting & monitoring										*		
Non-Profit Organization Assistance												
Contract/funding/reporting - Immigrant Service Orgs										*		

ARPA Projects/Tasks Timeline

	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022
<div style="display: flex; justify-content: space-between; align-items: center;"> Completed Current Tasks for Topic * In Process/Priority Projected for Future </div>												
Champaign County ARPA Funds												
Project List 1/2022 - 12/2022												
(as of 10/2022 working draft)												
Small Business Assistance												
Discuss needs/timing/capacity												
Contract/funding/reporting - Chamber eCommerce										*		
Contract/funding/reporting - Chamber micro loans										*		
Contract/funding/reporting - EDC grants												
Contract/funding/reporting - EDC talent attraction										*		
Contract/funding/reporting - Justine PETERSEN loans										*		
Water Infrastructure Project Assistance												
Contract/funding/reporting - Mahomet Aquifer Mapping										*		
Determine rural water district projects/allocations												
Contract/funding/reporting - Penfield Water District										*		
Contract/funding/reporting - Pesotum Cons. Drainage District										*		
Contract/funding/reporting - SVPWD										*		
Contract/funding/reporting - Triple Fork Drainage District										*		
Contract/funding/reporting - Village of Ivesdale										*		
Contract/funding/reporting - Village of Ludlow										*		
Contract/funding/reporting - Village of Ogden										*		
Contract/funding/reporting - Village of Pesotum										*		
Contract/funding/reporting - Village of Royal										*		
Contract/funding/reporting - Village of St. Joseph										*		
Contract/funding/reporting - Cover Crop Program										*		
Contract/funding/reporting - HHW Project										*		

	Projected 2021	Actual 2021	Budgeted 2022	Projected 2022	Actual 2022 (9/30/2022)	Projected 2023	Projected 2024	Projected 2025	Projected 2026	Projected Totals
INCOME										
Dept of Treasury	\$20,364,815	\$20,364,815	\$20,364,815	\$20,364,815	\$20,364,815	\$0	\$0	\$0	\$0	\$40,729,630
Investment Interest (flex funds)	\$40,000	\$10,963	\$128,000	\$195,211	\$60,672	\$120,000				\$326,174
TOTAL INCOME	\$20,404,815	\$20,375,778	\$20,492,815	\$20,560,026	\$20,425,487	\$120,000	\$0	\$0	\$0	\$41,055,804
EXPENSES										
Administration										
Auditor Part-Time Staff			\$24,220	\$23,498	\$23,498					\$23,498
RPC Project Management Services	\$49,862	\$33,609	\$103,803	\$103,803	\$45,388	\$106,917	\$110,124	\$113,428	\$116,831	\$600,965
<i>Administration Subtotal</i>	\$49,862	\$33,609	\$128,023	\$127,301	\$68,886	\$106,917	\$110,124	\$113,428	\$116,831	\$624,463
Affordable Housing Assistance			\$1,000,000							
C-U at Home				\$150,000	\$150,000					\$150,000
Central Illinois Land Bank Authority				\$250,000		\$250,000				\$500,000
Housing Authority of Champaign Co.				\$675,000						\$675,000
<i>Affordable Housing Subtotal</i>	\$0	\$0	\$1,000,000	\$1,075,000	\$150,000	\$250,000	\$0	\$0	\$0	\$1,325,000
Broadband Projects						\$7,000,000				\$7,000,000
Professional Services			\$1,000,000	\$222,350						\$222,350
CCFB - Broadband Advocacy				\$31,750						\$31,750
Finley/CCG Consulting				\$113,600	\$110,000					\$113,600
General/Other Prof. Services				\$2,800	\$2,719					\$2,800
UI - Broadband Survey				\$29,500	\$25,634					\$29,500
Capital			\$2,000,000							
NextLink Rural Broadband				\$1,200,000						\$1,200,000
Volo Rural Broadband				\$1,200,000						\$1,200,000
Volo HACC Properties Broadband				\$200,000						\$200,000
<i>Broadband Projects Subtotal</i>	\$0	\$0	\$3,000,000	\$3,000,000	\$138,353	\$7,000,000	\$0	\$0	\$0	\$10,000,000
Community Violence Intervention			\$1,500,000							
Crime Stoppers				\$100,000	\$25,000					\$100,000
A Vision to Succeed				\$15,000						\$15,000
DREAM House				\$500,000						\$500,000
H3 Coalition				\$500,000						\$500,000
Housing Authority Supportive Serv.				\$300,000						\$300,000
Housing Authority Landlord Inc.				\$85,000						\$85,000
To Be Determined (flex funds)						\$2,572,963				\$2,572,963
<i>Community Violence Intervention Subtotal</i>	\$0	\$0	\$1,500,000	\$1,500,000	\$25,000	\$2,572,963	\$0	\$0	\$0	\$4,072,963
County Department Projects										
Architect Services (flex funds)			\$2,000,000	\$0						\$0
Children's Advocacy Center Flooring			\$15,000	\$15,000	\$9,200					\$15,000
Circuit Clerk Digitization Equip			\$30,000	\$30,000						\$30,000
Circuit Clerk Court Technology			\$85,055	\$85,055	\$84,295					\$85,055

ARPA Revenue and Expense Projections

	Projected 2021	Actual 2021	Budgeted 2022	Projected 2022	Actual 2022 (9/30/2022)	Projected 2023	Projected 2024	Projected 2025	Projected 2026	Projected Totals
Circuit Clerk Partition Office Furn.			\$102,383	\$129,847	\$129,847					\$129,847
Court Services Equipment			\$6,989	\$6,989						\$6,989
Court Services Digital Kiosk			\$6,000	\$6,000						\$6,000
Clerk/Admin/Treas/Cor Digitization			\$475,000	\$475,000	\$193	\$1,257,000				\$1,732,000
County Clerk Equipment			\$105,000	\$228,960	\$228,960	\$10,000	\$10,000			\$248,960
County Clerk VBM Postage			\$95,000	\$95,000	\$74,589					\$95,000
County Clerk Space Assessment			\$500,000	\$0						\$0
County Plaza Purchase & Costs				\$2,012,471	\$2,012,471					\$2,012,471
IT A/V Equipment			\$40,000	\$40,000	\$14,800					\$40,000
IT Cybersecurity						\$125,000				\$125,000
IT Email Archival & Doc Mgmt						\$275,000				\$275,000
IT Laptop Replacement				\$3,219	\$3,219		\$120,000			\$123,219
IT Multi-factor Authentication				\$44,383	\$44,383					\$44,383
Other Equipment (flex funds)			\$2,490,714	\$98,854						\$98,854
Planning & Zoning (solid waste mgmt)						\$10,000				\$10,000
Premium Pay			\$750,000	\$758,799	\$758,799					\$758,799
Sheriff's Office Comm. Resource Dep.			\$12,500	\$12,500		\$7,500				\$20,000
Sheriff's Office COVID Testing				\$20,216	\$20,216					\$20,216
Sheriff's Office Explorer Mentorship			\$12,500	\$12,500	\$4,719	\$7,500				\$20,000
Sheriff's Office Full Body Scanner			\$175,000	\$166,251	\$166,251					\$166,251
Sheriff's Office Jail Project						\$5,000,000				\$5,000,000
Sheriff's Office Mobile Command Post			\$502,341			\$507,531				\$507,531
Sheriff's Office Updated Camera Syst.			\$525,000			\$1,350,000				\$1,350,000
State's Attorney Digital Evidence Syst.				\$163,432	\$163,432	\$111,414	\$110,000			\$384,846
To Be Determined (flex funds)			\$288,012	\$0		\$786,157				\$786,157
County Department Projects Subtotal	\$0	\$0	\$8,216,494	\$4,404,475	\$3,715,373	\$9,447,102	\$240,000	\$0	\$0	\$14,091,577
Early Learning Assistance										
Early Childhood Facility			\$1,500,000	\$2,000,000						\$2,000,000
Early Learning Assistance Subtotal	\$0	\$0	\$1,500,000	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Household Assistance			\$450,000							
RPC Household Assistance				\$263,000	\$65,750					\$263,000
SVPWD Sewer Bill Assistance				\$12,000						\$12,000
UCSD Sewer Bill Assistance				\$150,000	\$150,000					\$150,000
Village of Mahomet Sewer Bill Assist.				\$25,000	\$12,500					\$25,000
Household Assistance Subtotal	\$0	\$0	\$450,000	\$450,000	\$228,250	\$0	\$0	\$0	\$0	\$450,000
Mental Health Services										
Mental Health Board Contracts	\$770,436	\$373,276		\$397,160	\$345,708					\$770,436
Mental Health Services Subtotal	\$770,436	\$373,276		\$397,160	\$345,708	\$0	\$0	\$0	\$0	\$770,436
Non-Profit Assistance						\$250,000				\$250,000
Immigrant Service Organizations			\$250,000	\$250,000	\$83,333					\$250,000

	Projected 2021	Actual 2021	Budgeted 2022	Projected 2022	Actual 2022 (9/30/2022)	Projected 2023	Projected 2024	Projected 2025	Projected 2026	Projected Totals
<i>Non-Profit Assistance Subtotal</i>	\$0	\$0	\$250,000	\$250,000	\$83,333	\$250,000	\$0	\$0	\$0	\$500,000
Small Business Assistance			\$1,000,000	\$1,000,000	\$15,000	\$0	\$0	\$0	\$0	\$1,000,000
Chamber: eCommerce				\$114,000						\$114,000
Chamber: Microloan Program				\$186,000						\$186,000
EDC: Low Hurdle Grant Program				\$400,000						\$400,000
EDC: Talent Attraction				\$50,000	\$15,000					\$50,000
Justine Petersen: Loan Program				\$250,000						\$250,000
<i>Small Business Assistance Subtotal</i>	\$0	\$0	\$1,000,000	\$1,000,000	\$15,000	\$0	\$0	\$0	\$0	\$1,000,000
Water Infrastructure Projects										
Mahomet Aquifer Mapping			\$500,000	\$500,000						\$500,000
Rural Water Project Assistance			\$2,000,000							
Penfield Water District				\$70,000						\$70,000
Pesotum Cons. Drainage District				\$75,000						\$75,000
Sangamon Valley Public Water Dist.				\$500,000	\$36,475					\$500,000
Triple Fork Drainage District				\$90,000						\$90,000
Village of Ivesdale				\$175,000						\$175,000
Village of Ludlow				\$340,000	\$224,780					\$340,000
Village of Ogden				\$200,000						\$200,000
Village of Pesotum				\$175,000						\$175,000
Village of Royal				\$200,000						\$200,000
Village of St. Joseph				\$100,000						\$100,000
Village of Tolono				\$75,000	on hold					\$75,000
Water Infrastructure Assistance						\$2,500,000				\$2,500,000
HHW Project Assistance				\$650,000	\$162,500					\$650,000
Cover Crop Program Assistance				\$245,000						\$245,000
<i>Water Infrastructure Projects Subtotal</i>	\$0	\$0	\$2,500,000	\$3,395,000	\$423,755	\$2,500,000	\$350,124	\$113,428	\$116,831	\$5,895,000
TOTAL EXPENSES	\$820,298	\$406,885	\$19,544,517	\$17,598,936	\$5,193,657	\$22,126,982	\$350,124	\$113,428	\$116,831	\$40,729,439