

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois

Thursday, July 26, 2007 – 7:00 p.m.

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

Page Number

I CALL TO ORDER

II ROLL CALL

III PRAYER & PLEDGE OF ALLEGIANCE

IV READ NOTICE OF MEETING

V APPROVAL OF MINUTES

A. June 21, 2007 Regular Session

*1-10

VI APPROVAL OF AGENDA/ADDENDUM

VII DATE/TIME OF NEXT REGULAR MEETING – Thursday, August 23, 2007 @7:00 p.m.

VIII PUBLIC PARTICIPATION

IX ANNOUNCEMENTS/COMMUNICATIONS

X COMMITTEE REPORTS:

A. JUSTICE & SOCIAL SERVICES COMMITTEE:

1. Adoption of Resolution No. 6064 Authorizing an Intergovernmental Agreement Between the County of Champaign and the City of Urbana for Animal Impoundment Services *11-17

2. Adoption of Resolution No. 6065 for the Approval and, if Awarded, Acceptance of the Petco Foundation Grant for Champaign County Animal Control *18-27

3. Adoption of Ordinance No. 809 Amending Ordinance No. 529 – Champaign County Nursing Home Personnel Policy Ordinance *28-29

B. COUNTY FACILITIES COMMITTEE:

1. Adoption of Resolution No. 6077 Appropriating \$4.00 from the Champaign County Nursing Home Construction Fund for Pay Request #53 from PKD, Inc. *30-59

2. Adoption of Resolution No. 6078 Appropriating \$5,060.50 from the Champaign County Nursing Home Construction Fund for Invoice #1312280 from Duane Morris *60-66

Facilities cont.

3. Adoption of Resolution No. 6079 Appropriating \$808.50 from the Champaign County Nursing Home Construction Fund for Invoice #1303771 from Duane Morris *67-72
4. Adoption of Resolution No. 6080 Appropriating \$2,287.95 from the Champaign County Nursing Home Construction Fund for Invoice #1319296 from Duane Morris *73-78
5. Adoption of Resolution No. 6081 Appropriating \$13,022.90 from the Champaign County Nursing Home Construction Fund for Invoice #12224 from the Raterman Group, LTD *79-80
6. Adoption of Resolution No. 6082 Appropriating \$3,748.26 from the Champaign County Nursing Home Construction Fund for Invoice #0016304 from GHR Engineers & Associates *81-82
7. Adoption of Resolution No. 6083 Approving Request for Reduction in Retainage *83-85
8. Adoption of Resolution No. 6084 Appropriating \$2,539.50 from the Champaign County Highway Facility Construction Fund for Invoice #129222 from BLDD Architects *86-88
9. Adoption of Resolution No. 6085 Appropriating \$6,300.00 from the Champaign County Highway Facility Construction Fund for Invoice #129223 from BLDD Architects *89-90
10. Adoption of Resolution No. 6086 Appropriating \$6,093.82 from the Courthouse Construction/Remodeling Fund for Payment of Invoice #1 from White & Borgognoni Architects *91-94
11. Adoption of Resolution No. 6087 Appropriating \$65,715.02 from the Courthouse Construction/Remodeling Fund for Payment of Invoice #2 from White & Borgognoni Architects *95-98
12. Tentative Approval to Direct the County Administrators & County's Legal Counsel to Negotiate and Finalize a Lease with ILEAS for the Old Champaign County Nursing Home Separate Attachment

C. POLICY, PERSONNEL & APPOINTMENTS COMMITTEE

1. Adoption of Resolution No. 6072 Approving a Contract with Xerox for Lease of Digital Copier/Printers with a Supply/Maintenance Agreement *99-100
 - A. Attachment A – Contract *101-118
 - B. Attachment B – Scope of Work To Be Distributed

D. FINANCE COMMITTEE

1. Adoption of Resolution No. 6066 – Purchases Not Following Purchasing Policy *119-120
2. Adoption of Resolution No. 6070 – Payment of Claims *121
3. **Adoption of Resolution No. 6067 – Emergency Budget Amendment *122-123
 - A. Budget Amendment #07-00071
Fund: 080 General Corporate Fund
Dept: 075 General County
Increased Appropriations: \$5,183
Increased Revenue: \$0
Reason: Additional amount needed to pay for the special drainage assessment installment #2.
4. **Adoption of Resolution No. 6068 – Emergency Budget Amendment *124-126
 - A. Budget Amendment #07-00074
Fund: 679 Children’s Advocacy Center
Dept: 179 Children’s Advocacy Center
Increased Appropriations: \$8,000
Increased Revenue: \$0
Reason: The increased appropriations represent the CAC’s contribution toward the costs of remodeling the Champaign-Urbana Public Health District facility at 201 W. Kenyon Road in Champaign and related relocation expenses. Funding for the increased appropriations will be taken from the CAC fund balance.
5. **Adoption of Resolution No. 6069 – Emergency Budget Amendment *127-128
 - A. Budget Amendment #07-00075
Fund: 080 General Corporate
Dept: 041 State’s Attorney
Increased Appropriations: \$9,249
Increased Revenue: \$0
Reason: This office is requesting reimbursement of \$9,249 to Regular Full-Time line item for payout of benefits accrued to former employee David Steigmann.

Finance cont.

6. **Adoption of Resolution No. 6076 – Emergency Budget Transfer *129-130
 - A. Budget Transfer #07-00013
 Fund: 089 County Public Health
 Dept: 049 Board of Health
 Amount of Transfer: \$10,000
 Reason: Pursuant to County Board of Health approval on July 10, 2007, transfer of monies previously appropriated for contractual clerical services to personnel line item to allow the Board of Health to hire a part-time secretary to provide clerical support.

7. Adoption of Resolution No. 6071 Approving Agreement Between *131-132
Champaign County and Volo Broadband for Network Services
 - A. Attachment A – Contract *133-144
 - B. Attachment B – Memorandum of Understanding *145

8. Adoption of Resolution No. 6073 Authorizing a Loan from the *146-147
General Corporate Fund to the Nursing Home Fund

E. HIGHWAY & TRANSPORTATION COMMITTEE

1. Adoption of Resolution No. 6075 Awarding Contract for HMA *148-149
Paving of the Entrances and Parking Lots Located at the New Highway
Maintenance Facility

F. ENVIRONMENT & LAND USE COMMITTEE

1. Adoption of Resolution No. 6054 approving CDAP Loan *150
2. Adoption of Resolution No. 6055 approving CDAP Loan *151

XI LABOR SUBCOMMITTEE

- A. Adoption of Resolution No. 6074 Approving Agreement between the *152
Champaign County Board and the Fraternal Order of Police (Court Security
Officers) – December 1, 2006 – November 30, 2009

XII OTHER BUSINESS

- A. ***CLOSED SESSION** pursuant to 5 ILCS 120/2 (c) (11) to consider
litigation which is probable or imminent on behalf of and/or against
Champaign County

- B. ***CLOSED SESSION** pursuant to 5 ILCS 120/2 (c) 2 to consider collective
negotiating matters between Champaign County and its employees or their
representatives

XIII CLOSED SESSION MINUTES

- A. Approval of Closed Session Minutes: May 24, 2007, 7:34 P.M.
- B. Approval of Closed Session Minutes: May 24, 2007, 10:00 P.M.
- C. Approval of Closed Session Minutes: May 24, 2007, 10:41 P.M.
- D. Approval of Closed Session Minutes: May 29, 2007, 7:05 P.M.
- E. Approval of Closed Session Minutes: June 4, 2007, 7:05 P.M.
- F. Approval of Closed Session Minutes: June 21, 2007, 8:20 P.M.
- G. Approval of Closed Session Minutes: June 21, 2007, 8:48 P.M.

XIV NEW BUSINESS

XV ADJOURNMENT

*Roll Call

**Roll call and 18 votes

***Roll call and 21 votes

****Roll call and 14 votes

Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

County Board members and guests are encouraged to park in the north parking lot, off Lierman Avenue, and enter the Brookens facility through the north door. The Brookens Administrative Center is an accessible facility.

For additional

information, contact Kay Rhodes in the County Administrator's Office at (217) 384-3776.

RESUME OF MINUTES OF A REGULAR MEETING OF THE COUNTY BOARD,
CHAMPAIGN COUNTY, ILLINOIS
June 21, 2007

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, June 21, 2007 at 7:01 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois, with C. Pius Weibel presiding and Sasha Green, as Secretary of the Meeting.

ROLL CALL

Roll call showed the following Board Members Present: Jay, Jones, Knott, Langenheim, McGinty, Melin, Moser, O'Connor, Putman, Richards, Schroeder, Wysocki, Anderson, Beckett, Bensyl, Betz, Carter, Gladney, Gross, Hogue, Hunt, and Weibel - 22; Absent: Sapp, Tapley, Cowart, Doenitz, and James - 5. Board Member Cowart arrived after roll call. Thereupon, the Chair declared a quorum present and the Board competent to conduct business.

PRAYER & PLEDGE OF ALLEGIANCE

A prayer was given by Chair Weibel. The Pledge of Allegiance to the Flag was given.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in the *Southern Champaign County* and *Fisher Reporter* on June 6, 2007; *Leader* on June 7, 2007; *Mahomet Citizen* and *Rantoul Press* on June 13, 2007; *County Star* and *Savoy Star* on June 14, 2007; and *News Gazette* on June 19, 2007. Board Member Betz offered a motion to approve the notice; seconded by Board Member Langenheim. Approved by voice vote.

APPROVAL OF MINUTES

Board Member Betz offered the motion to approve the Minutes of the May 24, 2007 Regular Session, May 29, 2007 Special Meeting, and June 4, 2007 Special Meeting; seconded by Board Member Wysocki. Approved by voice vote.

DATE/TIME OF NEXT REGULAR MEETING

Chair Weibel announced that the next County Board Meeting will be held on July 26, 2007 at 7:00 P.M.

APPROVAL OF AGENDA/ADDENDUM

Board Member Betz offered the motion to approve the Agenda/Addendum; seconded by Board Member Carter. Board Member Wysocki requested to remove the adoption of

Resolution No. 6054 approving CDAP Loan, and Resolution No.6055 approving CDAP Loan, from the Agenda. Approved as amended by voice vote.

PUBLIC PARTICIPATION

There was no Public Participation.

ANNOUNCEMENTS/COMMUNICATIONS

Chair Weibel announced a memo had been distributed relating to changes to County Board Rule 12 (10 P.M. Rule). Board Member Wysocki announced a notice had been distributed from the Illinois Environmental Protection Agency relating to the proposed renewal of the permit for Kraft Foods Global, Inc. Board Member Putman read a letter regarding Champaign County Senior Services. Board Member Moser announced that southern Champaign County received no rain.

CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE

JUSTICE & SOCIAL SERVICES

Adoption of **Resolution No. 6008** authorizing Intergovernmental Agreement No. 2008-55-005-K between the Illinois Department of Healthcare and Family Services and the Champaign County Sheriff for Child Support Enforcement.

COUNTY FACILITIES

Adoption of **Resolution No. 6012** appropriating \$4,179 from the Champaign County Nursing Home Construction Fund for Pay Request #52 from PKD, Inc.

Adoption of **Resolution No. 6017** appropriating \$2,930.12 from the of Champaign County Nursing Home Construction Fund for payment Invoice #01559 from Moore, Costello & Hart, P.L.L.P.

Adoption of **Resolution No. 6018** approving Request for Reduction in Retainage.

Adoption of **Resolution No. 6020** appropriating \$640.00 from the Champaign County General Corporate/General County budget for Invoice #9 from Isaksen Glerum Wachter Architecture.

Adoption of **Resolution No. 6021** appropriating \$6,300.00 from the Champaign County Highway Facility Construction Fund for Invoice #129029 from BLDD Architects.

Adoption of **Resolution No. 6022** appropriating \$1,846.00 from the Champaign County Highway Facility Construction Fund for Invoice #129030 from BLDD

Architects.

Adoption of Resolution No. 6024 appropriating \$1,480.00 from the Champaign County General Corporate/General County Budget for Invoice #1 from Isaksen Glerum Wachter Architecture.

Adoption of Resolution No. 6025 approving amendment to the Liautaud Clock & Bell Tower Pledge.

Adoption of Resolution No. 6026 awarding of contract for Water Heater Replacement at the Champaign County Adult Detention Center.

POLICY, PERSONNEL & APPOINTMENTS

Adoption of Resolution No. 6027 appointing Kenneth Bialeschki to the Crow Cemetery Association, term ending June 30, 2012.

Adoption of Resolution No. 6028 appointing Carolyn Gonzalez to the Crow Cemetery Association, term ending June 30, 2012.

Adoption of Resolution No. 6029 appointing John Hadden to the Crow Cemetery Association, term ending June 30, 2012.

Adoption of Resolution No. 6030 appointing Bill Payne to the Crow Cemetery Association, term ending June 30, 2012.

Adoption of Resolution No. 6031 appointing James Reifsteck to the Crow Cemetery Association, term ending June 30, 2012.

Adoption of Resolution No. 6032 appointing Marlene Cherry to the Stearns Cemetery Association, term ending June 30, 2013.

Adoption of Resolution No. 6033 appointing Laura Sandefur to the Champaign County Board of Review, term ending May 31, 2009.

Adoption of Resolution No. 6034 appointing Susan Maurer to the Champaign County Board of Health, term ending June 30, 2010.

Adoption of Resolution No. 6035 appointing Julian Rappaport to the Champaign County Board of Health, term ending June 30, 2010.

Adoption of Resolution No. 6036 appointing Joyce Dill to the Champaign County Board for the Care & Treatment of Persons with a Developmental Disability.

Adoption of Resolution No. 6037 appointing Barbara Wysocki to the Champaign County Board for the Care & Treatment of Persons with a Developmental Disability.

Adoption of Resolution No. 6038 appointing Edward Herricks to the Forest Preserve Board, term ending June 30, 2012.

Adoption of Resolution No. 6039 appointing the 2007-2008 performance Appraisal Teams for Champaign County Board Appointed Officials.

Adoption of Ordinance No. 807 - Prevailing Wage Ordinance.

Adoption of Ordinance No. 808 regulating the granting of permits for pyrotechnic display fireworks and consumer fireworks displays.

FINANCE

Adoption of Resolution No. 6042 - Budget Amendment:

Budget Amendment #07-00062

Fund: 080 - General Corporate Fund

Dept: 025 - Supervisor of Assessments

Increased Appropriations: \$45,230.00

Increased Revenue: \$0.00

Reason: Additional money to cover expenses for remainder of fiscal year.

Adoption of Resolution No. 6043 - Budget Amendment:

Budget Amendment #07-00063

Fund: 075 - Regional Planning Commission

Dept: 705 - Local Area Network - Even Years

Increased Appropriations: \$30,000.00

Increased Revenue: \$30,000.00

Reason: To accommodate new annual grant funded through the Illinois Department of Children & Family Services and the Illinois State Board of Education. This program provides wrap around services for at-risk children and their families.

Adoption of Resolution No. 6044 - Budget Amendment:

Budget Amendment #07-00068

Fund :075 - Regional Planning Commission

Dept: 791 - Federal Emergency Management Agency/Odd Years

Increased Appropriations: \$3,000.00

Increased Revenue: \$3,000.00

Reason: Emergency Food & Shelter Grant exceeded original budget estimates. This program provides emergency rental assistance to qualified individuals.

Adoption of **Resolution No. 6045** - Budget Amendment:

Budget Amendment #07-00069

Fund: 107- Geographic Information System Fund

Dept: 010 - County Board

Increased Appropriations: \$150,000.00

Increased Revenue: \$0.00

Reason: Appropriation to allow the County to obtain federal funding with a 50% match by the County for LIDAR Project - 2 Foot Contours for GIS mapping for the entire County.

ENVIRONMENT & LAND USE

Adoption of **Resolution No. 6053** regarding the sale of County Property at 2603 Campbell Drive, Champaign.

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

Consent Agenda approved by roll call vote.

Yeas: Jay, Jones, Knott, Langenheim, McGinty, Melin, Moser, O'Connor, Putman, Richards, Schroeder, Wysocki, Anderson, Beckett, Bensyl, Betz, Carter, Cowart, Gladney, Gross, Hogue, Hunt, and Weibel - 23;

Nays: None.

COMMITTEE REPORTS

JUSTICE & SOCIAL SERVICES

Board Member Anderson, Chair, recommended the adoption of **Resolution No. 6009** authorizing an Intergovernmental Agreement with the City of Champaign and the City of Urbana for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; seconded by Board Member Hogue. Adopted by voice vote.

Board Member Anderson recommended the adoption of **Resolution No. 6010** authorizing an Intergovernmental Agreement between Champaign County and St. Joseph-Ogden High School District #305, St. Joseph Grade School District #169, Fisher Unit School District #1, and Prairieview-Ogden Grade School District #197 for the School Resource Officer Program; seconded Board Member Beckett. Discussion followed. Adopted by voice vote.

Board Member Anderson recommended the adoption of **Resolution No. 6011** authorizing an intergovernmental Agreement between Champaign County, the Champaign County Sheriff's Office, Tolono Community School District #7, and Heritage Community School District #8 for the School Resource Officer Program; seconded by Board Member Putman. Discussion followed. Adopted by voice vote.

Discussion. Board Member Anderson recommended the adoption of Resolution No. 6059 authorizing an Amendment to the Agreement for inmate Mental Health Services between Champaign County and Health Professionals, LTD, Adoption of Resolution No. 6062 authorizing an amendment and addendum to the Agreement for provision of Health Services at the Champaign County Juvenile Detention Center between Champaign County and Health Professionals, LTD, and Resolution NO. 6063 authorizing an amendment and addendum to the agreement for provision of Inmate Health Services at the Champaign County Adult Correctional Center and Satellite Jail between Champaign County and Health Professionals, LTD; seconded by Board Member Knott. Discussion followed. Adopted by voice vote.

COUNTY FACILITIES

Board Member Beckett, Chair, recommended the adoption of Resolution No. 6013 appropriating \$3,110.37 from the Champaign County Nursing Home Construction Fund for Invoice #12215 from the Raterman Group, Ltd.; seconded by Board Member Betz. Adopted by voice vote.

Board Member Beckett recommended the adoption of Resolution No. 6014 appropriating \$13,993.93 from the Champaign County Nursing Home Construction Fund for Invoice #1252089 from Duane Morris, and of Resolution No. 6015 appropriating \$5,583.63 from Champaign County Nursing Home Construction Fund for Invoice #1303766 from Duane Morris; seconded by Board Member Betz. Discussion followed. Adopted by voice vote.

Board Member Beckett recommended the adoption of Resolution No. 6016 appropriating \$10,798.68 from the Nursing Home Construction Fund for Invoice #0016257 from GHR Engineers & Associates; seconded by Board Member Betz. Adopted by voice vote.

Board Member Beckett recommended the adoption of Resolution No. 6019 documenting Champaign County Board refusal of extended warranty proposal from Reliable Plumbing & Heating.; seconded by Board Member Betz. Discussion followed. Adopted by voice vote.

Board Member Beckett recommended the adoption of Resolution No. 6023 approving County Clerk Space Remodel; seconded by Board Member Betz. Discussion followed. Adopted by voice vote.

Board Member Beckett announced there are temporary signs posted for the Champaign County Nursing Home, and there were floor plans distributed for the old Champaign County Nursing Home for ILEAS.

POLICY, PERSONNEL & APPOINTMENTS

Board Member Betz, Chair, deferred the adoption of Resolution No. 6056 approving contract with Xerox for Lease of Digital Copier/Printer/Printers with a Supply/Maintenance Agreement to the July County Board Meeting.

FINANCE

Board Member McGinty, Chair, recommend the adoption of Resolution No. 6040 Purchases Not Following Purchasing Policy; seconded by Board Member Wysocki. Discussion followed. Adopted by voice vote.

Board Member McGinty recommend the adoption of Resolution No. 6041 Payment of Claims; seconded by Board Member Betz. Adopted by voice vote.

Board Member McGinty recommend the adoption of Resolution No. 6048

Emergency Budget Amendment:

Budget Amendment #07-00070

Fund: 105 - Capital Equipment Replacement Fund

Dept: 051 - Juvenile Detention Center

Increased Appropriations: \$4,436.00

Increased Revenue: \$0.00

Reason: Radios scheduled to be replaced in FY 2009; however it is necessary for them to be replaced at this time; seconded by Board Member Beckett. Discussion followed.

Adopted by 2/3 required roll call vote.

Yeas: Jay, Jones, Knott, Langenheim, McGinty, Melin, Moser, O'Connor, Putman, Richards, Schroeder, Wysocki, Anderson, Beckett, Bensyl, Betz, Cowart, Gladney, Gross, Hogue, Hunt, and Weibel - 22;

Nays: Carter - 1.

Board Member McGinty recommend the adoption of Resolution No. 6049

Emergency Budget Amendment:

Budget Amendment #07-00072

Fund: 088 - Illinois Municipal Retirement

Dept: 013 - Debt Service

Increased Appropriations: \$495.00

Increased Revenue: \$0.00

Reason: Increase in line item due to unanticipated administrative and wire transfer fees for the 2006 series bonds; seconded by Board Member Beckett.

Adopted by 2/3 required roll call vote.

Yeas: Jay, Jones, Knott, Langenheim, McGinty, Melin, Moser, O'Connor, Putman, Richards, Schroeder, Wysocki, Anderson, Beckett, Bensyl, Betz, Carter, Cowart, Gladney, Gross, Hogue, Hunt, and Weibel -

23;
Nays: None.

Board Member McGinty recommend the adoption of Resolution No. 6050 -
Emergency Budget Amendment:

Budget Amendment #07-00073
Fund: 080 - General Corporate Fund
Dept:071 - Public Properties
Increased Appropriations: \$70,000.00
Increased Revenue:\$0.00

Reason: To pay for replacement water heaters at Satellite Jail RFP2007-002;
seconded by Board Member Jay. Discussion followed.

Adopted by 2/3 required roll call vote.

Yeas: Jay, Jones, Knott, Langenheim, McGinty, Melin, Moser, O'Connor,
Putman, Richards, Schroeder, Wysocki, Anderson, Beckett, Bensyl,
Betz, Carter, Cowart, Gladney, Gross, Hogue, Hunt, and Weibel -
23;

Nays: None.

Board Member McGinty thanked Board Member Tapley for leading the Finance
Committee Meeting.

ENVIRONMENT & LAND USE

Board Member Wysocki, Chair, recommended the adoption of Resolution No. 6051 regarding development of a Champaign County Land Resource Management Plan; seconded by Board Member Anderson. Discussion followed. Chair Weibel requested a show of hands, as the voice vote was undeterminable. Adopted by a show of hands.

Board Member Wysocki recommended the adoption of Resolution No. 6052 - creation of a Steering Committee to guide preparation of Champaign County Land Resource Management Plan; seconded by Board Member Moser. Discussion followed. A roll call was requested.

Adopted by roll call vote.

Yeas: Jay, Jones, Knott, Langenheim, McGinty, Melin, Moser, Putman,
Richards, Wysocki, Anderson, Beckett, Bensyl, Cowart, Hunt, and
Weibel - 16;

Nays: O'Connor, Betz, Carter, Gladney, Gross, Hogue - 6;
Absent: Schroeder - 1.

HIGHWAY & TRANSPORTATION

Board Member Cowart, Chair, recommended the adoption of Resolution No. 6046 awarding of contract for the replacement of a bridge located on the

Champaign - Ford County Line – Section #05-00914-00-BR; seconded by Board Member Jay. Adopted by voice vote.

Board Member Cowart recommended the adoption of Resolution No. 6047 awarding of contract for the replacement of a bridge located on the Champaign-Douglas County Line – Section #05-00917-00-BR; seconded by Board Member Carter. Adopted by voice vote.

Board Member Cowart recommended the adoption of Resolution No. 6060 awarding of contract for furnishing and erecting a pedestrian bridge located at the new Highway Maintenance Facility and appropriating County Bridge Funds; seconded by Board Member Langenheim. Discussion followed. Adopted by voice vote.

Board Member Cowart recommended the adoption of Resolution No. 6061 appropriating \$641.00 From County Motor Fuel Tax Funds for Champaign County's Share of the CUUATS Greenways Plan Implementation – Section #07-00000-01-ES; seconded by Board Member Betz. Adopted by voice vote.

OTHER BUSINESS

Board Member McGinty recommended the adoption of Resolution No. 6057 approving Agreement between the Champaign County Board (Nursing Home Employees) and American of State, County and Municipal Employees (AFSCME) - Federation December 1, 2006 - November 30, 2008, and Resolution No. 6058 approving Agreement between the Champaign County Board (Nursing Home Nurses) and American Federation of State, County and Municipal Employees (AFSCME)- December 1, 2006 - November 30, 2008; seconded by Board Member Betz. Discussion followed. Adopted by voice vote.

Board Member Beckett offered the motion to enter into executive session pursuant to 5 ILCS 120/2 (c) (11) to consider litigation which is probable or imminent on behalf of Champaign County, further moving the following individuals remain present: Recording Secretary, County Administrators, and County's Legal Counsel; seconded by Board Member McGinty.

Approved by roll call vote.

Yeas: Jay, Jones, Knott, Langenheim, McGinty, Melin, Moser, O'Connor, Putman, Richards, Schroeder, Wysocki, Anderson, Beckett, Bensyl, Betz, Carter, Cowart, Gladney, Gross, Hogue, Hunt, and Weibel - 23;

Nays: None.

The Board entered into executive session at 8:20 P.M., and reentered into open session at 8:46 P.M.

Board Member Betz offered the motion to enter into executive session pursuant to 5 ILCS 120/2 (c) 1 to consider the employment, compensation, discipline, performance or dismissal of an employee, further moving the following individuals remain present: Recording Secretary, County Administrators, Nursing Home Administrator, and County's Legal Counsel; seconded by Board Member Wysocki.

Approved by roll call vote.

Yeas: Jay, Jones, Knott, Langenheim, McGinty, Melin, Moser, O'Connor, Putman, Richards, Schroeder, Wysocki, Anderson, Beckett, Bensyl, Betz, Carter, Cowart, Gladney, Gross, Hogue, Hunt, and Weibel - 23;

Nays: None.

The Board entered into executive session at 8:48 P.M., and reentered into open session at 8:53 P.M.

NEW BUSINESS

There was no New Business.

ADJOURNMENT

Chair Weibel adjourned the Meeting at 8:53 P.M.

Mark Sheldon

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

RESOLUTION NO. 6064

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CITY OF URBANA FOR ANIMAL IMPOUNDMENT SERVICES

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

WHEREAS, the County of Champaign (hereinafter "COUNTY") proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, the COUNTY and the City of Urbana (hereinafter "CITY") desire to cooperate for the best interests of the County and the City; and

WHEREAS, an Intergovernmental Agreement for Animal Impoundment Services between the COUNTY and the CITY (hereinafter "AGREEMENT") has been prepared; and

WHEREAS, the AGREEMENT outlines the financial participation and the facilities and services responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Intergovernmental Agreement for Animal Impoundment Services with the City of Urbana.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUNDMENT SERVICES
(City of Urbana – County of Champaign)**

THIS AGREEMENT is made and entered by and between the City of Urbana, an Illinois Municipal Corporation, (hereinafter referred to as "City") and the County of Champaign, (hereinafter referred to as "County") effective on the last date signed by a party hereto.

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

WHEREAS, the County proposes to provide an animal services facility primarily for the impounding of animals for the use of local law enforcement agencies; and

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

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

DEFINITIONS: For the purposes of this agreement, the following definitions apply:

Animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a "dangerous animal" under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 *et seq.*, or any other federal or state law or regulation.

Facilities means a lab room, with associated equipment allowing for spaying/neutering, minor surgery, micro chipping, general health treatments and euthanasia.

Veterinary services include such services as rabies vaccinations, inoculations, health evaluations, treatment of minor curable diseases, spaying/neutering, and other veterinary services normally treatable by a veterinarian with the facilities that the County will be providing in the animal services facility, but expressly not including treatment of major diseases, major trauma, and unstable situations, which are to be taken care of elsewhere at City expense.

Furthermore, services do not include blood work, major surgery, or dental work.

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility which includes facilities as defined above for the impoundment of animals that are seized by the City pursuant to the provisions of Chapter 4 of the Code of Ordinances, City of Urbana, 1996, as amended, entitled "Animals and Fowl" (hereinafter referred to as "Chapter 4"). The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the City. The County shall be solely responsible for the hiring and payment of facility personnel and veterinary services.

2. **Compliance with Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations, including Chapter 4. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the City to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the City responsible for the manner of operation or maintenance of the facilities.

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

4. **Equipment.** The County shall provide adequate facilities to house all animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one

run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the City generally needs held for animal control purposes. The County shall be responsible for the cost of alternative facilities necessary in the normal course of operations. The City shall give advance notice to the County, to the extent practicable, of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County shall attempt to provide housing in such an extraordinary event but is unable to guarantee that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the City must find housing for any animals for which the County is unable to provide housing at the City's expense. The County shall notify the City as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

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

6. **Release of Animals.** The County shall release animals to their owners upon (a) payment of all required fees; and (b) presentment of an Urbana Police Department Property/Evidence Release receipt, attached as "Exhibit A," or verbal authorization of the Police Chief or his designee.

7. **Hold Orders; Orders of Destruction.** In the event an animal is required to be held by

administrative or court order or as otherwise required by law, the County shall hold the animal and shall not make it available for redemption, adoption, or euthanasia without written consent of the City or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

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

9. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees due under the City's Schedule of Fees (Code of Ordinances, City of Urbana, Section 14-7). All fees collected on behalf of the City shall be remitted monthly, to be received no later than the 15th day of each month.

10. **Bites.** The County shall notify the City within thirty-six (36) hours after impoundment of any incident within the city limits involving an animal impounded for biting, using the form attached as "Exhibit B."

11. **Payment.** The City shall pay the sum of \$35,660 annually, payable in monthly installments of \$2,971.67. If an animal must be held in the County facility beyond ten (10) days because of court or administrative hearing proceedings, the City shall remit to the County any impound fees in excess of seven (7) days' fees recovered by the City in the legal proceedings concerning the animal. The City shall use reasonable efforts to recover impound fees in such circumstances. After an animal is held for seven (7) days, any boarding fees paid by the owner shall be paid to the County. At its discretion and expense, the County may hold an animal beyond seven (7) days for any reason other than court proceedings.

12. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the City and the Statutes of the State of Illinois, which shall include but shall not be limited to, complete financial records covering fees, fines, and other charges, as well as records for each animal impounded, specifically the species, street address where seized, Urbana Police Department report number, and cause for impoundment. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The City shall provide information concerning the status of pending cases upon request.

13. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement, maintain, and share with user agencies a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the City, boarding dates, date of final disposition, type of disposition, and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

14. **Duration; Termination.** This agreement shall be effective on the date that the last party to this agreement signs it and shall be effective until June 30, 2009. Either party may terminate this agreement by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Urbana Chief of Police
400 South Vine Street
Urbana, Illinois 61801

Champaign County Administrator
1776 East Washington Street
Urbana, Illinois 61801

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

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

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

CITY OF URBANA
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

State's Attorney's Office

RESOLUTION NO. 6065

RESOLUTION FOR THE APPROVAL AND, IF AWARDED, ACCEPTANCE OF THE PETCO FOUNDATION GRANT FOR CHAMPAIGN COUNTY ANIMAL CONTROL

WHEREAS, Champaign County on behalf of the Champaign County Animal Control Department (hereinafter "ANIMAL CONTROL") has received notification that grant funding is available from the Petco Foundation in the amount of \$4,889.20 (FOUR THOUSAND EIGHT HUNDRED EIGHTY-NINE and 20/100 DOLLARS); and

WHEREAS, ANIMAL CONTROL has operated a limited low cost spay/neuter program for low income residents of Champaign County for the past two years; and

WHEREAS, ANIMAL CONTROL is looking to expand the dog spay/neuter program to help reduce the number of dogs and puppies brought into the Animal Control Facility; and

WHEREAS, ANIMAL CONTROL has an Illinois licensed veterinarian on staff to provide surgery skills, so grant monies would be used for supplies only; and

WHEREAS, the amount requested would allow ANIMAL CONTROL to alter approximately 180 dogs in a calendar year; and

WHEREAS, the expanded low cost spay/neuter program would be offered to citizens of Champaign County that qualify as low income residents or are referred by an Animal Control Officer.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County that the Petco Foundation Grant is hereby approved and, if awarded, accepted for the Champaign County Animal Control Department.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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

**CHAMPAIGN COUNTY
APPLICATION FORM FOR
GRANT CONSIDERATION, ACCEPTANCE, RENEWAL/EXTENSION**

Department: Animal Control

Grant Funding Agency: Petco

Amount of Grant: \$ 4889.20

Begin/End Dates for Grant Period: _____

Additional Staffing to be Provided by Grant: N/A

Application Deadline: _____

Parent Committee Approval of Application: _____

Is this a new grant, or renewal or extension of an existing grant? New grant

If renewal of existing grant, date grant was first obtained: _____

Will the implementation of this grant have an effect of increased work loads for other departments? (i.e. increased caseloads, filings, etc.) _____ yes no

If yes, please summarize the anticipated impact: _____

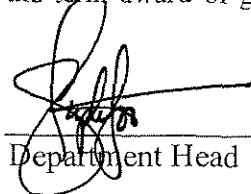
Does the implementation of this grant require additional office space for your department that is not provided by the grant? _____ yes no

If yes, please summarize the anticipated space need: _____

Please check the following condition which applies to this grant application:
 The activity or service provided can be terminated in the event the grant revenues are discontinued.
 The activity should, or could be, assumed by County (or specific fund) general and recurring operating funds. Departments are encouraged to seek additional sources or revenue to support the services prior to expiration of grant funding.

This Grant Application Form must be accompanied by a Financial Impact Statement. (See back of form)
All staff positions supported by these grant funds will exist only for the term award of grant, unless specific action is taken by the County Board to extend the position.

DATE: 06-06-07

SIGNED: 
Department Head

Notice of Award of Grant Received on
Approved by Parent Committee: _____
Approved by County Board: _____
Approved by Grant Executive Committee: _____

COUNTY OF CHAMPAIGN

FINANCIAL IMPACT STATEMENT

Resolution/Ordinance _____
(circle one)

Current Year Annual Expenditure Estimate:

Number of Positions _____

Personnel \$ _____

Commodities: \$ _____

Contractual: \$ _____

Capital: \$ _____

Long Term Expenditure Estimate:

Current Year Annual Revenue Estimate:

Long Term Revenue Estimate:

Parent Committee Approval/Recommendation to County Board

Name of Parent Committee

Date

Where pet's
come first!



**PETCO
FOUNDATION**

petcofoundation@petco.com

Petco Foundation Application for Support

1. Organization Name and Address:

Champaign County Animal Control

210 S. Art Bartell Rd

Urbana, IL 61802

Phone: 217-384-3798

Fax: 217-384-1238

E-Mail: sjods@co.champaign.il.us Web: _____

Contact Person: Stephanie Jods

2. Total Amount Requested: \$ 4889.20

3. Request is for:



General Support (Explain mission of organization and what funds will accomplish)



Project Support (Explain project - Must promote, preserve, protect the human- animal bond)

See Attached.

Use Additional Sheet if Necessary

Where pet's
come first!



**PETCO
FOUNDATION**

petcofoundation@petco.com

Petco Foundation
Non-Profit Organization Form

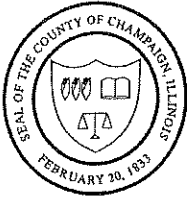
1. Name of Organization: Champaign County Animal Control
2. Address: 210 S. Art Bartell
Urbana, IL 61802
3. Primary Contact and Position: Stephanie Joos
4. Phone: 217-384-3798 Fax: 217-384-1238

E-Mail Address: sjoos@co.champaign.il.us Web: www.co.champaign.il.us

5. Federal Tax ID# (EIN): 37-600-6910
6. Mailing Address (if different from above)

7. Include your mission statement or briefly describe your organization's mission:

Attach IRS Determination Letter and Completed W-9



CHAMPAIGN COUNTY ANIMAL CONTROL DEPARTMENT

210 S. Art Bartell Rd
URBANA, IL 61802
(217) 384-3798
(217) 384-1238 – FAX
(217) 384-3864 – TDD
Website: www.co.champaign.il.us

May 25, 2007

To Whom It May Concern:

Champaign County Animal Control is applying for a Petco Foundation Grant for the amount of \$4889.20.

We propose to use the funds to start a low cost spay/neuter program for the citizens owning dogs of Champaign County. We currently have a spay/neuter program for cats at Champaign County Animal Control and we have been offering limited spaying and neutering for dogs. We are looking to expand the dog spay/neuter program in our county to help reduce the number of dogs and puppies brought into the animal control facility.

We have an Illinois licensed veterinarian on our staff to provide the surgery skills, so the grant monies would be used for supplies only. The amount requested would allow us to alter approximately 180 dogs in a calendar year. We have much success with our cat low cost spay/neuter program, we have seen a decrease in the number of cats impounded into animal control from the targeted areas since implementing the program. We feel this could also be the result with a low cost spay/neuter program for dogs.

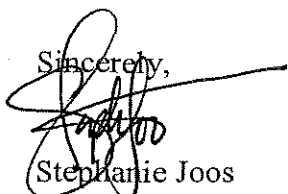
Upon receiving the grant funds, we would purchase supplies within 60 days and begin the program. We would offer this program to areas where we see a large number of dogs and puppies impounded. This program would be offered to citizens of Champaign County that qualify as low income or are referred by an animal control officer. We define low income as citizens on public aid, food stamps program, section 8 housing or state medical card.

The Champaign County Animal Control Department was started in 1970 as part of the Champaign County government. Upon arriving in 2002, I started to make changes to the animal control department to become more proactive in the community to prevent the impoundment and euthanasia of dogs and cats. In July of 2005, we opened our own animal control facility and began our spay /neuter program. We have seven full time employees and three part time employees to operate the facility. We impounded 1965 animals in the year 2006 and responded to approximately 5,000 calls for service. In 2006 we altered approximately 880 cats and 40 dogs, with grant funds from PetsMart Charities. We are solely funded by

the registration of cats and dogs and contracts for service with the incorporated cities and villages. We receive no tax funds generated by the county. Our annual operating budget is \$516,863.00.

Attached you will find a breakdown of the supply costs based on the prices as of May 25, 2007. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephanie Joos', with a long horizontal flourish extending to the right.

Stephanie Joos
Director of Animal Control
Champaign County

Supplies list:

	<u>Item</u>	<u>Price each:</u>	<u>Total price:</u>	
4	Acepromazine	\$11.99	\$47.96	Med Vet International
4	Atropine	\$2.49	\$9.96	Med Vet International
40	Telezol	\$34.00	\$1360.00	Columbus Serum Co.
8	Isoflurane	\$28.00	\$224.00	Columbus Serum Co.
18	Suture material	\$35.00	\$630.00	Med Vet International
8	Gauze	\$3.25	\$26.00	Med Vet International
12	Boxes syringes	\$6.99	\$83.88	Med Vet International
180	Heartworm tests	\$8.00	\$1440.00	Butler Animal Health Supply
180	Da2PP vaccines	\$1.88	\$338.40	Columbus Serum Co.
180	Rabies vaccines	\$1.00	\$180.00	Columbus Serum Co.
180	Bordatella vaccines	\$2.80	\$504.00	Columbus Serum Co.
500	Flyers/brochures	\$0.09	<u>\$45.00</u>	Champaign County
			\$4889.20	

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name of a joint account or you changed your name, see Specific Instructions on page 2.)
Champaign County Animal Control

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/sole proprietor Corporation Partnership Other = **Government**

Address (number, street, and apt. or suite no.)
210 S. Art Bartell Rd

City, state, and ZIP code
Urbana, IL 61802

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								
3	7	6	0	0	6	9	1	1

List account number(s) here (optional)

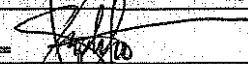
Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

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

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature =  Date = **05-31-07**

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct for you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



Illinois Department of Revenue

Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, IL 62702
217 782-8881

January 7, 2005

CHAMPAIGN COUNTY
TREASURER
1776 E WASHINGTON
URBANA IL 61802

Effective January 1, 2005, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9998-5942-05
to
CHAMPAIGN COUNTY
of
URBANA, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue

*Federal tax Id #
37-600-6910*

4924

Champaign County Nursing Home Facility Message

To: Pius Wiebel, Chair
Champaign County Board

Tom Betz, Chair
Policy, Personnel, and Appointments Committee

Members of the Board

From: Andrew Buffenbarger
Nursing Home Administrator

Re: Champaign County Nursing Home Personnel Policy change request

The Champaign County Nursing Home is amending its personnel policy to match a recent change in the collective bargaining agreement. The overtime threshold was set at 8 hours in a workday or 80 hours in a workweek. On June 21st the Board signed our collective bargaining agreements changing the overtime threshold for bargaining staff to 40 hours in a workweek. This policy is amended for the sake of consistency as it applies to all non-bargaining staff.

The change is located in policy 7-5, listed below. The former language is struck out, while the proposed language is highlighted and italicized.

7-5 OVERTIME (NON-EXEMPT EMPLOYEES)

Employees who are not exempt under the provisions of the Fair Labor Standards Act shall be paid overtime at the rate of one-and-one-half the extra hours worked ~~over eight (8) hours per day, or over eighty (80) hours per pay period~~ *over 40 in a workweek*. Overtime pay shall be expended from funds allocated in the department's overtime line item. Overtime is paid on worked hours only. TOPS are not used in computing overtime.

Revised June 29, 2007

ORDINANCE NO. 809

AN ORDINANCE AMENDING ORDINANCE NUMBER 529 –
CHAMPAIGN COUNTY NURSING HOME PERSONNEL POLICY ORDINANCE

WHEREAS, the Champaign County Board adopted Ordinance Number 529 on March 18, 1997, establishing the “Champaign County Nursing Home Personnel Policy”; and

WHEREAS, the Champaign County Nursing Home Personnel Policy needs to be amended.

NOW, THEREFORE, BE IT ORDAINED by the County Board of Champaign County, Illinois, that the “Champaign County Nursing Home Personnel Policy” be amended as follows, effective immediately:

7-5 OVERTIME (NON-EXEMPT EMPLOYEES)

Employees who are not exempt under the provisions of the Fair Labor Standards Act shall be paid overtime at the rate of one-and-one-half the extra hours worked over forty (40) hours in a workweek. Overtime pay shall be expended from funds allocated in the department’s overtime line item. Overtime is paid on worked hours only. TOPS are not used in computing overtime.

PRESENTED, PASSED, APPROVED AND RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-officio Clerk of the County Board

RESOLUTION NO. 6077

RESOLUTION APPROPRIATING \$4.00 FROM THE CHAMPAIGN COUNTY
NURSING HOME CONSTRUCTION FUND FOR PAY REQUEST #53 FROM
PKD, INCORPORATED

WHEREAS, the County of Champaign entered into an agreement with PKD, Inc. of Champaign, Illinois in February 2003 for the purpose of construction management of the new Champaign County Nursing Home facility; and

WHEREAS, PKD has submitted pay request #53 in the amount of \$4.00 for Professional Services provided through June 20, 2007 pursuant to the said agreement; and

WHEREAS, the pay request is itemized as follows: \$4.00 – Reimbursables.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve Pay Request #53 from PKD, Inc.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board



June 26, 2007

Denny Inman – Co-Administrator
Champaign County, Illinois
Department of Administrative Services
1776 East Washington Street
Urbana, Illinois 61802

Re: **Champaign County Nursing Home**
PKD, Inc. Project Number 275
Payment Application Request No. 53

Dear Mr. Inman,

Enclosed are two copies of our Payment Application No. 53 for this project. This is for work completed through June 20, 2007.

Please call our office (356-8424) for pick-up when the checks are ready (on or before July 20, 2007). Thank You.

Sincerely,

A handwritten signature in cursive script that reads "Timothy R. Mininger".

Timothy R. Mininger, Project Engineer

Xc: MJS/PBD/TRM/MFC Pay Requests
Ann Deedrich - Pay Request 1 ea.

CHAMPAIGN COUNTY NURSING HOME - PAY APPLICATION

APPLICATION THROUGH: June 20, 2007
APPLICATION NO. 53

ITEM:	CHECK PAYMENT TO:	AMOUNT OF PAYMENT:
1	PKD, Inc. - Staff, Fee, Reimbursables, and General Conditions	\$4
2	Stark Excavating	\$0 **
3	Cross Construction	\$0 **
4	Duce Construction	\$0 **
5	Roessler Construction	\$0 **
6	National Fabco	\$0 **
7	Tile Specialists	\$0 **
8	Advanced Roofing	\$0 **
9	Otto Baum	\$0 *
10	Thyssen/Krupp	\$0 **
11	Stobeck Masonry	\$0 **
12	Borchers Decorating	\$0 *
13	Automatic Fire	\$0 **
14	McWilliams	\$0 **
15	Reliable Mechanical (Heat)	\$35,363 **
16	Reliable Mechanical (Vent)	\$44,128 **
17	Coleman Electric	\$0 **
TOTAL:		\$79,495

* - Retainage has been reduced for this Contractor.

** - Final payment for this Contractor

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):	Champaign County Board 1776 East Washington Street Urbana, Illinois, 61802	PROJECT: Champaign County Nursing Home	APPLICATION NO: 53	Distribution to:
			PERIOD TO: 39253	OWNER ARCHITECT CONTRACTOR
FROM (CONTRACTOR)	PKD, Inc. P. O. Box 3698 Champaign, Illinois 61826-3698		PKD, Inc. PROJECT NO: 275	
CONTRACT FOR:	Construction Management		CONTRACT DATE: 1/23/2003	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	
Net change by Change Orders			

1. ESTIMATED CONTRACT SUM	\$	\$18,643,364
2. Net change by Change Orders	\$	\$1,070,088
3. CONTRACT SUM TO DATE (Line 1+2)	\$	\$19,713,452
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$19,699,617
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	\$265,638
b. 10 % of Stored Material (Column F on G703)	\$	\$0
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	\$265,638
6. TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	\$19,433,979
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$19,354,484
8. CURRENT PAYMENT DUE	\$	\$79,495
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	\$279,473

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

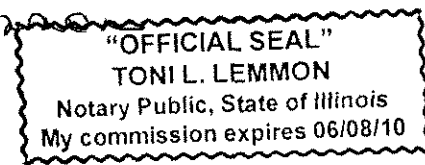
CONSTRUCTION MANAGER: PKD, Inc.

By Timothy K. Meringer Date: 6-26-07

State of Illinois County of: Champaign

Subscribed and sworn to before me this 26th day of June 2007

Notary Public: Toni L. Lemmon
My Commission expires: 06/08/10



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 79,495.00
(Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER

By Timothy K. Meringer Date: 6-26-07

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulation below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 53
 APPLICATION DATE: 6/26/2007
 PERIOD TO: 6/20/2007
 PKD PROJECT NO: 275

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	PKD, Inc.	\$1,648,598	\$1,634,759	\$4		\$1,634,763	99%	\$13,835	\$0.00
2	BI #1 - Stark Excavating - C.O. # 8	\$721,003	\$721,003	\$0		\$721,003	100%	\$0	\$0.00
3	BI #2 - Cross Construction - C.O. # 3	\$275,822	\$275,822	\$0		\$275,822	100%	\$0	\$0.00
4	BI #3 - Duce Construction - C.O. # 4	\$1,461,204	\$1,461,204	\$0		\$1,461,204	100%	\$0	\$0.00
5	BI #4 - Roessler Construction	\$237,520	\$237,520	\$0		\$237,520	100%	\$0	\$0.00
6	BI # 5 - National Fabco - C.O. # 4	\$373,736	\$373,736	\$0		\$373,736	100%	\$0	\$0.00
* 6	BI # 6 - Tile Specialists - C.O. # 4	\$343,429	\$343,429	\$0		\$343,429	100%	\$0	\$0.00
8	BI # 7 - Advanced Roofing - C.O. # 2	\$424,343	\$424,343	\$0		\$424,343	100%	\$0	\$0.00
9	BI # 8 - Otto Baum C.O. # 10	\$4,984,196	\$4,984,196	\$0		\$4,984,196	100%	\$0	\$249,210.00
10	BI # 9 - Thyssen Krupp - C.O. # 1	\$37,200	\$37,200	\$0		\$37,200	100%	\$0	\$0.00
11	BI # 10 - Stobek Masonry C.O. # 2	\$1,039,318	\$1,039,318	\$0		\$1,039,318	100%	\$0	\$0.00
12	BI # 12 - Borchers Decorating C.O. # 6	\$319,073	\$319,073	\$0		\$319,073	100%	\$0	\$16,428.00
13	BI # 13 - Automatic Fire - C.O. # 4	\$490,408	\$490,408	\$0		\$490,408	100%	\$0	\$0.00
14	BI # 14 - McWilliams Mechanical - C.O. # 10	\$1,268,672	\$1,268,672	\$0		\$1,268,672	100%	\$0	\$0.00
15	BI # 15 Reliable Mechanical (Heat) - C.O. # 14	\$1,414,524	\$1,414,524	\$0		\$1,414,524	100%	\$0	\$0.00
16	BI # 16 Reliable Mechanical (Vent) - C.O. # 14	\$1,765,117	\$1,765,117	\$0		\$1,765,117	100%	\$0	\$0.00
17	BI # 17 - Coleman Electric - C.O. # 13	\$2,909,289	\$2,909,289	\$0		\$2,909,289	100%	\$0	\$0.00
TOTAL		\$19,713,452	\$19,699,613	\$4	\$0	\$19,699,617	100%	\$13,835	\$265,638

AIA DOCUMENT G703*APPLICATION AND CERTIFICATE FOR PAYMENT* MAY 1983 EDITION*AIA
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Champaign County Board 1776 East Washington Street Urbana, Illinois, 61802	PROJECT: Champaign County Nursing Home	APPLICATION NO: 53 APPLICATION DATE: 6/26/2007 PERIOD TO: 6/20/2007	Distribution: OWNER ARCHITECT CONTRACTOR
FROM (CONTRACTOR): PKD, Inc. P. O. Box 3698 Champaign, Illinois 61826-3698	CONTRACT FOR: Construction Management	PKD, inc. PROJECT NO: 275	CONTRACT DATE: 1/23/2003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$690,705	
Approved this Month			
Number	Date Approved		
Change Order # 1		\$693,000	
Change Order # 2		\$32,108	
Change Order # 3		\$232,785	
TOTALS		\$1,648,598	
Net change by Change Orders		\$957,893	

1. ESTIMATED CONTRACT SUM	\$	\$690,705
2. Net change by Change Orders	\$	\$957,893
3. CONTRACT SUM TO DATE (Line 1+-2)	\$	\$1,648,598
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$1,634,763
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	\$0
6. TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	\$1,634,763
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$1,634,759
8. CURRENT PAYMENT DUE	\$	\$4
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	\$13,835

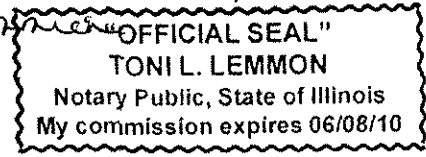
3
5

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER: PKD, Inc.

By: Timothy K. Munnell Date: 6-26-07

State of Illinois County of: Champaign
 Subscribed and sworn to before me this 26th day of June, 2007
 Notary Public: Toni L. Lemmon
 My Commission expires: 06/08/10



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 4.00
 (Attach explanation if amount certified differs from the amount applied for.)

CONSTRUCTION MANAGER
 By: Timothy K. Munnell Date: 6-26-07
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. Tabulation below, amounts are stated to the nearest dollar. Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 53
 APPLICATION DATE: 6/26/2007
 PERIOD TO: 6/20/2007
 PROJECT NUMBER: 275

A EM o.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD		% (G/C)			
	ORIGINAL CONTRACT								
	PKD Staff	\$373,879	\$373,879	\$0		\$373,879	100%	\$0	\$0
	PKD Preconstruction Fee	\$113,201	\$113,201	\$0		\$113,201	100%	\$0	\$0
	PKD Construction Fee	\$148,515	\$148,515	\$0		\$148,515	100%	\$0	\$0
	Reimbursables	\$55,110	\$42,536	\$4		\$42,540	77%	\$12,570	\$0
	CHANGE ORDER NO. 1, 2, & 3 - GEN. CONDITIONS	\$957,893	\$956,628	\$0		\$956,628	100%	\$1,265	\$0
	TOTAL	\$1,648,598	\$1,634,759	\$4	\$0	\$1,634,763	99%	\$13,835	\$0

AIA DOCUMENT G703*APPLICATION AND CERTIFICATE FOR PAYMENT* MAY 1983 EDITION*AIA
 © AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

Champaign County Nursing Home
 PKD Project No. 275
 Itemized Detail of Costs (Original Contract)

Application No: 53
 Application Date: 6/26/07
 Period From: 5/21/07
 Period To: 6/20/07

Staff (Pre-construction & Construction)						
Description	Scheduled Value	Previously Billed	Hours This Period	Cost This Period	Total Cost to Date	Balance to Complete
Project Exec./Admin.		\$35,768	0	\$0	\$35,768	
Project Engineer II		\$20,535	0	\$0	\$20,535	
Project Accountant		\$6,545	0	\$0	\$6,545	
Senior Project Manager		\$152,750	0	\$0	\$152,750	
Project Engineer		\$140,156	0	\$0	\$140,156	
Estimator		\$6,200	0	\$0	\$6,200	
Chief Estimator		\$0	0	\$0	\$0	
Mechanical Estimator		\$7,425	0	\$0	\$7,425	
Electrical Estimator		\$4,500	0	\$0	\$4,500	
Total Staff	\$373,879	\$373,879	0	\$0	\$373,879	\$0

Construction Management Fee (Pre-construction 2/03 through 1/04)

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$113,201	\$113,201	\$0	\$113,201	\$0

Construction Management Fee (Construction 2/04 through 11/05)

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Construction Management Fee	\$148,515	\$148,515	\$0	\$148,515	\$0

Reimbursables

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Print and Reproduce		\$3,136	\$0	\$3,136	
Construction Photographs		\$867	\$0	\$867	
Field Office Supplies		\$1,309	\$0	\$1,309	
Set Job Trailer		\$1,472	\$0	\$1,472	
Rent Office Trailer		\$11,250	\$0	\$11,250	
Postage		\$3,776	\$4	\$3,780	
Photocopies		\$8,166	\$0	\$8,166	
Field Office Equipment		\$1,281	\$0	\$1,281	
Communications		\$11,244	\$0	\$11,244	
Drinking Water		\$35	\$0	\$35	
Total Reimbursables	\$55,110	\$42,536	\$4	\$42,540	\$12,570

Champaign County Nursing Home
 PKD Project No. 275
 Itemized Detail of Costs (PKD Change Order No. 1)

Application No: 53
 Application Date: 6/26/07
 Period From: 5/21/07
 To: 6/20/07

General Conditions (PKD Change Order No. 1 & No. 3)

Description	Scheduled Value	Previously Billed	Cost This Period	Total Cost to Date	Balance to Complete
Superintendent	\$391,299	\$438,999	\$0	\$438,999	(\$47,700)
Miscellaneous Permits	\$0	\$0	\$0	\$0	\$0
Project Signs	\$1,919	\$1,919	\$0	\$1,919	\$0
Layout by Licensed Surveyor	\$2,142	\$1,642	\$0	\$1,642	\$500
Dumpster	\$60,188	\$63,906	\$0	\$63,906	(\$3,718)
Inspect & Test	\$35,402	\$31,071	\$0	\$31,071	\$4,331
Project Clean-Up	\$9,092	\$7,009	\$0	\$7,009	\$2,083
Clean Glass	\$2,500	\$0	\$0	\$0	\$2,500
Final Clean-Up	\$5,600	\$0	\$0	\$0	\$5,600
Bid Document Distribution	\$995	\$995	\$0	\$995	\$0
Job Office Maintenance	\$250	\$0	\$0	\$0	\$250
Temporary Toilets	\$6,131	\$6,236	\$0	\$6,236	(\$105)
Temp. Elect. Serv. Connection	\$16,639	\$16,639	\$0	\$16,639	\$0
Temp. Water Serv. Connection	\$0	\$0	\$0	\$0	\$0
Temp Gas Service Connection	\$0	\$0	\$0	\$0	\$0
Elect. Power Serv. Connection	\$0	\$0	\$0	\$0	\$0
Water Service Connection	\$0	\$0	\$0	\$0	\$0
Gas/Main Connection	\$500	\$0	\$0	\$0	\$500
Cable TV Connection	\$500	\$0	\$0	\$0	\$500
Electric Power Usage	\$112,508	\$141,905	\$0	\$141,905	(\$29,397)
Partial Winter Protection	\$93,817	\$92,817	\$0	\$92,817	\$1,000
Temporary Heat	\$143,043	\$54,342	\$0	\$54,342	\$88,701
Small Tools/Equipment	\$1,726	\$798	\$0	\$798	\$928
Rectify/Repair	\$1,000	\$169	\$0	\$169	\$831
Project Truck	\$604	\$104	\$0	\$104	\$500
Dedication	\$2,500	\$2,242	\$0	\$2,242	\$258
Misc. Site Items	\$5,000	\$232	\$0	\$232	\$4,768
Temp. Roads/Park/Laydown	\$8,809	\$6,809	\$0	\$6,809	\$2,000
Security Fence	\$14,966	\$15,398	\$0	\$15,398	(\$432)
Street Barricades	\$0	\$0	\$0	\$0	\$0
Pumping/Dewatering	\$226	\$226	\$0	\$226	\$0
Dust/Noise Partitions	\$847	\$847	\$0	\$847	\$0
Animal Control A/C	\$7,582	\$7,582	\$0	\$7,582	\$0
Smoke Seal Resident Doors	\$0	\$3,727	\$0	\$3,727	(\$3,727)
Insulation Removal Wing 1, & 3	\$32,108	\$32,108	\$0	\$32,108	\$0
Exterior Underdrain Installation	\$0	\$5,876	\$0	\$5,876	\$0
Field Work for Booster Fan (B&C)	\$0	\$23,030	\$0	\$23,030	\$0
Units & Sound Attenuation Blanket Installation for Unit 6A					
Total General Conditions	\$957,893	\$956,628	\$0	\$956,628	\$1,265

1. CHAMPAIGN COUNTY BOARD
CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES
1776 EAST WASHINGTON STREET
URBANA, ILLINOIS 61801

PROJECT: CHAMPAIGN COUNTY NURSING HOME
BID GROUP #2
URBANA, ILLINOIS

APPLICATION NO.: 24
PERIOD TO: 06-04-07
PROJECT NOS.:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

OM CONTRACTOR: RELIABLE PLUMBING AND HEATING COMPANY
509 WEST CURTIS ROAD
PO BOX 734
SAVOY, ILLINOIS 61874-0734

VIA ARCHITECT: FARNSWORTH GROUP, INC
7707 NORTH KNOXVILLE AVE SUITE 200
PEORIA, ILLINOIS 61614

CONTRACT DATE: 06-11-04

CONTRACT FOR: BID ITEM #15 - HEATING, AIR CONDITIONING, TEMPERATURE CONTROL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM.....\$ 1,427,360.00
- 2. Net change by Change Orders.....\$ - 12,836.00
- 3. CONTRACT SUM TO DATE. (Line 1 + 2).....\$ 1,414,524.00
- 4. TOTAL COMPLETED & STORED TO DATE.....\$ 1,414,524.00
(Column G on G703)
- 5. RETAINAGE:
 - a. 0 % of Completed Work...\$ 0.00
(Columns D + E on G703)
 - b. 0 % of Stored Material...\$ 0.00
(Column F on G703)
- Total Retainage (Line 5a + 5b or
Total In Column I of G703).....\$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE.....\$ 1,414,524.00
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate).....\$ 1,379,161.00
- 8. CURRENT PAYMENT DUE.....\$ 35,363.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6).....\$ 0.00

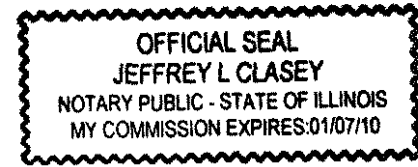
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RELIABLE PLUMBING AND HEATING COMPANY

By: [Signature]
MD MEISLAHN PRESIDENT Date: 06-04-07

State of Illinois
County of Champaign
Subscribed and sworn to before
me this 4th day of June, 2007.

[Signature]
Notary Public:
My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progress as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 35,363.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: C. M.

By: [Signature] Date: 6-26-07
This Certificate is not negotiable. (The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	35,164.00	48,000.00
Total approved this Month	0.00	0.00
TOTALS	35,164.00	48,000.00
NET CHANGES by Change Order		12,836.00

CONTINUATION SHEET

IA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. See Column I on contracts where variable retainage for line items may apply.

APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

40

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
1	BOND & INSURANCE (RELIABLE PLG & HTG)	26,130.00	26,130.00	0.00	0.00	26,130.00	100	0.00	0.00
2	MOBILIZATION & PERMIT FEE (RELIABLE PLG & HTG)	12,500.00	12,500.00	0.00	0.00	12,500.00	100	0.00	0.00
3	DEMOBILIZATION (RELIABLE PLG & HTG)	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
4	CORE								
5	CORE - BOILER (BEHRMANN)	70,000.00	70,000.00	0.00	0.00	70,000.00	100	0.00	0.00
6	CORE - BOILER LABOR (RELIABLE PLG & HTG)	9,600.00	9,600.00	0.00	0.00	9,600.00	100	0.00	0.00
7	CORE-PUMP & ACCESSORY (BEHRMANN)	25,700.00	25,700.00	0.00	0.00	25,700.00	100	0.00	0.00
8	CORE-PUMP & ACCESSORY LABOR (RELIABLE PLG & HTG)	7,800.00	7,800.00	0.00	0.00	7,800.00	100	0.00	0.00
9	CORE-CHILLER (YORK INTERNATIONAL)	137,800.00	137,800.00	0.00	0.00	137,800.00	100	0.00	0.00
10	CORE-CHILLER LABOR (RELIABLE PLG & HTG)	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
11	CORE-CHEMICAL TREATMENT (RELIABLE PLG & HTG)	1,600.00	1,600.00	0.00	0.00	1,600.00	100	0.00	0.00
12	CORE-CHEMICAL TREATMENT LABOR (RELIABLE PLG & HTG)	800.00	800.00	0.00	0.00	800.00	100	0.00	0.00
13	CORE-ROOF TOP UNIT (DUNCAN SUPPLY)	10,929.00	10,929.00	0.00	0.00	10,929.00	100	0.00	0.00
14	CORE-ROOF TOP UNIT LABOR (RELIABLE PLG & HTG)	2,370.00	2,370.00	0.00	0.00	2,370.00	100	0.00	0.00
15	CORE-MAKE UP AIR UNIT (BRUCKER COMPANY)	14,135.00	14,135.00	0.00	0.00	14,135.00	100	0.00	0.00
16	CORE-MAKE UP AIR UNIT LABOR (RELIABLE PLG & HTG)	2,611.00	2,611.00	0.00	0.00	2,611.00	100	0.00	0.00
17	SUBTOTAL	334,475.00	334,475.00	0.00	0.00	334,475.00	100	0.00	0.00

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. The tabulations below, amounts are stated to the nearest dollar. See Column I on contracts where variable retainage for line items may apply.

APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
18	BALANCE BROUGHT FORWARD	334,475.00	334,475.00	0.00	0.00	334,475.00	100	0.00	0.00
19	CORE-UNIT HEATER (RELIABLE PLG & HTG)	577.00	577.00	0.00	0.00	577.00	100	0.00	0.00
20	CORE-UNIT HEATER LABOR (RELIABLE PLG & HTG)	523.00	523.00	0.00	0.00	523.00	100	0.00	0.00
21	CORE-UNDERGROUND PIPE (RELIABLE PLG & HTG)	10,650.00	10,650.00	0.00	0.00	10,650.00	100	0.00	0.00
22	CORE-UNDERGROUND PIPE LABOR (RELIABLE PLG & HTG)	14,900.00	14,900.00	0.00	0.00	14,900.00	100	0.00	0.00
23	CORE-THERMOMETER/GAUGE (BEHRMANN)	2,185.00	2,185.00	0.00	0.00	2,185.00	100	0.00	0.00
24	CORE-THERMOMETER/GAUGE LABOR (RELIABLE PLG & HTG)	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00
25	CORE BASEMENT-CHILL WATER PIPE (RELIABLE PLG & HTG)	35,000.00	35,000.00	0.00	0.00	35,000.00	100	0.00	0.00
26	CORE BASEMENT-CW PIPE LABOR (RELIABLE PLG & HTG)	70,650.00	70,650.00	0.00	0.00	70,650.00	100	0.00	0.00
27	CORE 1ST FL-CHILL WATER PIPE (RELIABLE PLG & HTG)	17,500.00	17,500.00	0.00	0.00	17,500.00	100	0.00	0.00
28	CORE 1ST FL-CW PIPE LABOR (RELIABLE PLG & HTG)	31,000.00	31,000.00	0.00	0.00	31,000.00	100	0.00	0.00
29	CORE BASEMENT-HOT WATE PIPE (RELIABLE PLG & HTG)	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	0.00
30	CORE BASEMENT-HW PIPE LABOR (RELIABLE PLG & HTG)	80,000.00	80,000.00	0.00	0.00	80,000.00	100	0.00	0.00
31	CORE 1ST FL-HOT WATER PIPE (RELIABLE PLG & HTG)	20,600.00	20,600.00	0.00	0.00	20,600.00	100	0.00	0.00
32	CORE 1ST FL-HW PIPE LABOR (RELIABLE PLG & HTG)	43,500.00	43,500.00	0.00	0.00	43,500.00	100	0.00	0.00
33	CORE BASEMENT-YEMP CONTROL ENG (ENTEC)	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
34	SUBTOTAL	704,760.00	704,760.00	0.00	0.00	704,760.00	100	0.00	0.00

A DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. Tabulations below, amounts are stated to the nearest dollar. See Column I on contracts where variable retainage for line items may apply.

APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
35	BALANCE BROUGHT FORWARD	704,760.00	704,760.00	0.00	0.00	704,760.00	100	0.00	0.00
36	CORE BASEMENT-TEMP CONTROL MAT (ENTEC)	45,000.00	45,000.00	0.00	0.00	45,000.00	100	0.00	0.00
37	CORE BASEMENT-TEMP CONTROL LABOR (ENTEC)	20,000.00	20,000.00	0.00	0.00	20,000.00	100	0.00	0.00
38	CORE 1ST FL-TEMP CONTROL ENG (ENTEC)	3,900.00	3,900.00	0.00	0.00	3,900.00	100	0.00	0.00
39	CORE 1ST FL-TEMP CONTROL MAT (ENTEC)	9,594.00	9,594.00	0.00	0.00	9,594.00	100	0.00	0.00
40	CORE 1ST FL-TEMP CONTROL LABOR (ENTEC)	8,790.00	8,790.00	0.00	0.00	8,790.00	100	0.00	0.00
41	CORE BASEMENT-INSULATION MAT (CHAMPAIGN A & K)	24,000.00	24,000.00	0.00	0.00	24,000.00	100	0.00	0.00
42	CORE BASEMENT-INSULATION LABOR (CHAMPAIGN A & K)	41,400.00	41,400.00	0.00	0.00	41,400.00	100	0.00	0.00
43	CORE 1ST FL-INSULATION MAT (CHAMPAIGN A & K)	4,000.00	4,000.00	0.00	0.00	4,000.00	100	0.00	0.00
44	CORE 1ST FL-INSULATION LABOR (CHAMPAIGN A & K)	7,000.00	7,000.00	0.00	0.00	7,000.00	100	0.00	0.00
45	CORE-TEST & BALANCE (RELIABLE PLG & HTG)	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
46	WING 1								
47	WING 1-THERMOMETER/GAUGE (BEHRMANN)	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
48	WING 1-THERMOMETER/GAUGE LABOR (RELIABLE PLG & HTG)	200.00	200.00	0.00	0.00	200.00	100	0.00	0.00
49	WING 1-CHILLED WATER PIPE (RELIABLE PLG & HTG)	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
50	WING 1-CW PIPE LABOR (RELIABLE PLG & HTG)	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
51	SUBTOTAL	888,644.00	888,644.00	0.00	0.00	888,644.00	100	0.00	0.00

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AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. Tabulations below, amounts are stated to the nearest dollar. See Column I on contracts where variable retainage for line items may apply.

APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
52	BALANCE BROUGHT FORWARD	888,644.00	888,644.00	0.00	0.00	888,644.00	100	0.00	0.00
53	WING 1-HOT WATER PIPE (RELIABLE PLG & HTG)	15,400.00	15,400.00	0.00	0.00	15,400.00	100	0.00	0.00
54	WING 1-HW PIPE LABOR (RELIABLE PLG & HTG)	34,600.00	34,600.00	0.00	0.00	34,600.00	100	0.00	0.00
55	WING 1-TEMP CONTROL ENG (ENTEC)	2,344.00	2,344.00	0.00	0.00	2,344.00	100	0.00	0.00
56	WING 1-TEMP CONTROL MAT (ENTEC)	31,100.00	31,100.00	0.00	0.00	31,100.00	100	0.00	0.00
57	WING 1-TEMP CONTROL LABOR (ENTEC)	13,848.00	13,848.00	0.00	0.00	13,848.00	100	0.00	0.00
58	WING 1-INSULATION MAT (CHAMPAIGN A & K)	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
59	WING 1-INSULATION LABOR (CHAMPAIGN A & K)	13,700.00	13,700.00	0.00	0.00	13,700.00	100	0.00	0.00
60	WING 1-TEST & BALANCE (RELIABLE PLG & HTG)	1,250.00	1,250.00	0.00	0.00	1,250.00	100	0.00	0.00
61	WING 2								
62	WING 2-THERMOMETER/GAUGE (BEHRMANN)	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
63	WING 2-THERMOMETER/GAUGE LABOR (RELIABLE PLG & HTG)	200.00	200.00	0.00	0.00	200.00	100	0.00	0.00
64	WING 2-CHILL WATER PIPE (RELIABLE PLG & HTG)	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
65	WING 2-CW PIPE LABOR (RELIABLE PLG & HTG)	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
66	WING 2-HOT WATER PIPE (RELIABLE PLG & HTG)	15,400.00	15,400.00	0.00	0.00	15,400.00	100	0.00	0.00
67	WING 2-HW PIPE LABOR (RELIABLE PLG & HTG)	34,600.00	34,600.00	0.00	0.00	34,600.00	100	0.00	0.00
68	SUBTOTAL	1,073,586.00	1,073,586.00	0.00	0.00	1,073,586.00	100	0.00	0.00

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CONTINUATION SHEET

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APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
69	BALANCE BROUGHT FORWARD	1,073,586.00	1,073,586.00	0.00	0.00	1,073,586.00	100	0.00	0.00
70	WING 2-TEMP CONTROL ENG (ENTEC)	2,344.00	2,344.00	0.00	0.00	2,344.00	100	0.00	0.00
71	WING 2-TEMP CONTROL MAT (ENTEC)	31,100.00	31,100.00	0.00	0.00	31,100.00	100	0.00	0.00
72	WING 2-TEMP CONTROL LABOR (ENTEC)	13,848.00	13,848.00	0.00	0.00	13,848.00	100	0.00	0.00
73	WING 2-INSULATION MAT (CHAMPAIGN A & K)	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
74	WING 2-INSULATION LABOR (CHAMPAIGN A & K)	13,700.00	13,700.00	0.00	0.00	13,700.00	100	0.00	0.00
75	WING 2-TEST & BALANCE (RELIABLE PLG & HTG)	1,250.00	1,250.00	0.00	0.00	1,250.00	100	0.00	0.00
76	WING 3								
77	WING 3-THERMOMETER/GAUGE (BEHRMANN)	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
78	WING 3-THERMOMETER/GAUGE LABOR (RELIABLE PLG & HTG)	200.00	200.00	0.00	0.00	200.00	100	0.00	0.00
79	WING 3-CHILL WATER PIPE (RELIABLE PLG & HTG)	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
80	WING 3-CW PIPE LABOR (RELIABLE PLG & HTG)	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
81	WING 3-HOT WATER PIPE (RELIABLE PLG & HTG)	15,400.00	15,400.00	0.00	0.00	15,400.00	100	0.00	0.00
82	WING 3-HW PIPE LABOR (RELIABLE PLG & HTG)	34,600.00	34,600.00	0.00	0.00	34,600.00	100	0.00	0.00
83	WING 3-TEMP CONTROL ENG (ENTEC)	2,344.00	2,344.00	0.00	0.00	2,344.00	100	0.00	0.00
84	WING 3-TEMP CONTROL MAT (ENTEC)	31,100.00	31,100.00	0.00	0.00	31,100.00	100	0.00	0.00
85	SUBTOTAL	1,241,972.00	1,241,972.00	0.00	0.00	1,241,972.00	100	0.00	0.00

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APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETED		TOTAL STORED MATERIAL	TOTAL COMPLETED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD					
			86	BALANCE BROUGHT FORWARD					
87	WING 3-TEMP CONTROL LABOR (ENTEC)	13,848.00	13,848.00	0.00	0.00	13,848.00	100	0.00	0.00
88	WING 3-INSULATION MAT (CHAMPAIGN A & K)	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
89	WING 3-INSULATION LABOR (CHAMPAIGN A & K)	13,700.00	13,700.00	0.00	0.00	13,700.00	100	0.00	0.00
90	WING 3-TEST & BALANCE (RELIABLE PLG & HTG)	1,250.00	1,250.00	0.00	0.00	1,250.00	100	0.00	0.00
91	WING 4								
92	WING 4-THERMOMETER/GAUGE (BEHRMANN)	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
93	WING 4-THERMOMETER/GAUGE LABOR (RELIABLE PLG & HTG)	200.00	200.00	0.00	0.00	200.00	100	0.00	0.00
94	WING 4-CHILL WATER PIPE (RELIABLE PLG & HTG)	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
95	WING 4-CW PIPE LABOR (RELIABLE PLG & HTG)	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
96	WING 4-HOT WATER PIPE (RELIABLE PLG & HTG)	15,400.00	15,400.00	0.00	0.00	15,400.00	100	0.00	0.00
97	WING 4-HW PIPE LABOR (RELIABLE PLG & HTG)	44,600.00	44,600.00	0.00	0.00	44,600.00	100	0.00	0.00
98	WING 4-TEMP CONTROL ENG (ENTEC)	3,568.00	3,568.00	0.00	0.00	3,568.00	100	0.00	0.00
99	WING 4-TEMP CONTROL MAT (ENTEC)	32,632.00	32,632.00	0.00	0.00	32,632.00	100	0.00	0.00
100	WING 4-TEMP CONTROL LABOR (ENTEC)	14,340.00	14,340.00	0.00	0.00	14,340.00	100	0.00	0.00
101	WING 4-INSULATION MAT (CHAMPAIGN A & K)	5,800.00	5,800.00	0.00	0.00	5,800.00	100	0.00	0.00
102	SUBTOTAL	1,409,810.00	1,409,810.00	0.00	0.00	1,409,810.00	100	0.00	0.00

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 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
103	BALANCE BROUGHT FORWARD	1,409,810.00	1,409,810.00	0.00	0.00	1,409,810.00	100	0.00	0.00
104	WING 4-INSULATION LABOR (CHAMPAIGN A & K)	16,300.00	16,300.00	0.00	0.00	16,300.00	100	0.00	0.00
105	WING 4-TEST & BALANCE (RELIABLE PLG & HTG)	1,250.00	1,250.00	0.00	0.00	1,250.00	100	0.00	0.00
106									
107									
108	CHANGE ORDERS								
109	ELIMINATE WATER BALANCING AT VAV'S AND REHEAT COILS	-6,000.00	-6,000.00	0.00	0.00	-6,000.00	100	0.00	0.00
110	REDUCE INSULATION THICKNESS AND DELETE PVC INSULATION JACKET	-15,000.00	-15,000.00	0.00	0.00	-15,000.00	100	0.00	0.00
111	TEMPERATURE CONTROL DELETIONS	-21,000.00	-21,000.00	0.00	0.00	-21,000.00	100	0.00	0.00
112	ELIMINATE MOTORIZED DAMPERS AT ROOM EXHAUST FANS	-6,000.00	-6,000.00	0.00	0.00	-6,000.00	100	0.00	0.00
113	PROVIDE MOTORIZED DAMPER FOR AHU-8	1,457.00	1,457.00	0.00	0.00	1,457.00	100	0.00	0.00
114	CO #9: ADD THERMOSTAT COVERS	356.00	356.00	0.00	0.00	356.00	100	0.00	0.00
115	CO #13: REVISE CWP'S & HWP'S TO COORDINATE PUMPS WITH CHILLER	4,092.00	4,092.00	0.00	0.00	4,092.00	100	0.00	0.00
116	CO #13: REVISE BUILDING AUTOMATION SYSTEM	2,036.00	2,036.00	0.00	0.00	2,036.00	100	0.00	0.00
117	CO # : HEAT TRACE TO CHILLER	27,223.00	27,223.00	0.00	0.00	27,223.00	100	0.00	0.00
118									
119	TOTAL	1,414,524.00	1,414,524.00	0.00	0.00	1,414,524.00	100	0.00	0.00

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SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of Illinois
County of Champaign

Page 1 of 1
Pay Request No. 24

The affiant, (1) M.D. Meislahn being first duly sworn, on oath deposes and says that he is (2) President of Reliable Plumbing and Heating Company, 509 West Curtis Road, Post Office Box 734, Savoy, Illinois, 61874-0734, telephone number 217-356-1841, that has Contract with CHAMPAIGN COUNTY BOARD AND CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES, owner for BID ITEMS #15 HEATING, AIR CONDITIONING, TEMPERATURE CONTROL on the following described premises in said county, to wit:

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvements. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is made to said Owner for the purpose of procuring from said Owner (4) Partial-Final Payment on said contract, and is a full, true and complete statement of all such persons, and of the amounts paid, due and to become due them.

(1) A member of the firm of, or officer of the corporation of, naming, same. (2) Position/Title
(3) Firm name, address, and phone number. (4) Circle Partial or Final Payment.

NAME AND ADDRESS	KIND OF WORK	AMOUNT OF CONTRACT	CURRENT RETENTION	NET AMT PREV PAY REQUEST	NET AMT THIS PAY REQUEST	BALANCE TO COMPLETE
BEHRMANN	BOILER	70,000.00		70,000.00		0.00
BEHRMANN	PUMPS/ACCESSORIES	25,700.00		25,700.00		0.00
YORK INTERNATIONAL	CHILLERS	137,800.00		137,800.00		0.00
DUNCAN SUPPLY	ROOFTOP UNIT	10,929.00		10,929.00		0.00
BRUCKER COMPANY	MAKE-UP AIR UNIT	13,540.00		13,540.00		0.00
BEHRMANN	THERMOMETER/GAUGE	4,183.00		4,183.00		0.00
ENTEC SERVICES	TEMP CONTROL	318,627.86		290,333.86	28,294.00	0.00
CHAMPAIGN A & K INSULATION	INSULATION	140,600.00		133,620.00	6,980.00	0.00
RELIABLE PLG & HTG	MATERIAL & LABOR	693,144.14		693,055.14	89.00	0.00
						0.00
						0.00
						0.00
Contract Amounts		1,414,524.00	0.00	1,379,161.00	35,363.00	0.00
Original Contract	1,427,360.00		Total Amount Requested			1,414,524.00
Extras to Contract	35,164.00		Less 0% Retained			0.00
Total Contract/Extras	1,462,524.00		Net Amount Earned			1,414,524.00
Credits to Contract	48,000.00		Amount/Prev. Payments			1,379,161.00
New Contract Amount	1,414,524.00		Amount Due this Payment			35,363.00
			Balance to Complete			0.00

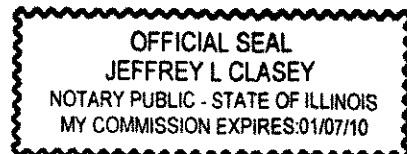
It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.


 Signed MD MEISLAHN PRESIDENT

Subscribed and sworn to before me this 4TH day of JUNE, 2006.


 Signed _____
 Notary Public



O: CHAMPAIGN COUNTY BOARD
CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES
1776 EAST WASHINGTON STREET
URBANA, ILLINOIS 61801

PROJECT: CHAMPAIGN COUNTY NURSING HOME
BID GROUP #2
URBANA, ILLINOIS

APPLICATION NO.: 24
PERIOD TO: 06-04-07
PROJECT NOS.:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

ROM CONTRACTOR: RELIABLE PLUMBING AND HEATING COMPANY
509 WEST CURTIS ROAD
PO BOX 734

VIA ARCHITECT: FARNSWORTH GROUP, INC
7707 NORTH KNOXVILLE AVE SUITE 200
PEORIA, ILLINOIS 61614

CONTRACT DATE: 06-11-04

ONTRACT FOR: SAVOY, ILLINOIS 61874-0734
BID ITEM #16 - VENTILATION

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

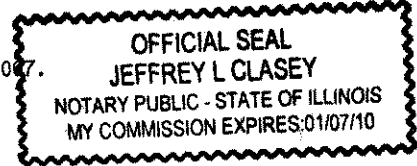
- 1. ORIGINAL CONTRACT SUM.....\$ 1,292,350.00
- 2. Net change by Change Orders.....\$ 472,767.00
- 3. CONTRACT SUM TO DATE. (Line 1 + 2).....\$ 1,765,117.00
- 4. TOTAL COMPLETED & STORED TO DATE.....\$ 1,765,117.00
(Column G on G703)
- 5. RETAINAGE:
 - a. 0 % of Completed Work...\$ 0.00
(Columns D + E on G703)
 - b. 0 % of Stored Material...\$ 0.00
(Column F on G703)
- Total Retainage (Line 5a + 5b or
Total In Column I of G703).....\$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE.....\$ 1,765,117.00
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate).....\$ 1,720,989.00
- 8. CURRENT PAYMENT DUE.....\$ 44,128.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6).....\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RELIABLE PLUMBING AND HEATING COMPANY

By: [Signature] MD MEISLAHN PRESIDENT Date: 06-04-07

State of Illinois
County of Champaign
Subscribed and sworn to before
me this 4TH day of JUNE, 2007.



[Signature]
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progress as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 44,128.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: C.M.

By: [Signature] PKD Date: 6-26-07
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	543,251.00	70,484.00
Total approved this Month	0.00	0.00
TOTALS	543,251.00	70,484.00
NET CHANGES by Change Order	472,767.00	

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CONTINUATION SHEET

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. See Column I on contracts where variable retainage for line items may apply.

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 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
1	BOND & INSURANCE (RELIABLE PLG & HTG)	23,138.00	23,138.00	0.00	0.00	23,138.00	100	0.00	0.00
2	MOBILIZATION AND PERMIT FEE (RELIABLE PLG & HTG)	22,300.00	22,300.00	0.00	0.00	22,300.00	100	0.00	0.00
3	DEMOBILIZATION (RELIABLE PLG & HTG)	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
4	CORE & EQUIPMENT								
5	CORE BASEMENT-MODULAR AHU (YORK INTERNATIONAL)	24,800.00	24,800.00	0.00	0.00	24,800.00	100	0.00	0.00
6	CORE BASEMENT-MADULAR AHU LABOR (RELIABLE PLG & HTG)	7,400.00	7,400.00	0.00	0.00	7,400.00	100	0.00	0.00
7	CORE BASEMENT-RETURN AIR FAN (LANGENDORF SUPPLY)	4,999.00	4,999.00	0.00	0.00	4,999.00	100	0.00	0.00
8	CORE BASEMENT-RA FAN LABOR (RELIABLE PLG & HTG)	3,600.00	3,600.00	0.00	0.00	3,600.00	100	0.00	0.00
9	REHEAT COIL (YORK INTERNATIONAL)	15,453.00	15,453.00	0.00	0.00	15,453.00	100	0.00	0.00
10	CORE-REHEAT COIL LABOR (RELIABLE PLG & HTG)	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
11	FAN COIL (YEOMANS DISTRIBUTING)	47,000.00	47,000.00	0.00	0.00	47,000.00	100	0.00	0.00
12	CORE-FAN COIL LABOR (RELIABLE PLG & HTG)	2,400.00	2,400.00	0.00	0.00	2,400.00	100	0.00	0.00
13	VAV BOX (LANGENDORF SUPPLY)	3,795.00	3,795.00	0.00	0.00	3,795.00	100	0.00	0.00
14	CORE-VAV BOX LABOR (RELIABLE PLG & HTG)	8,600.00	8,600.00	0.00	0.00	8,600.00	100	0.00	0.00
15	LOUVER (LANGENDORF SUPPLY)	7,500.00	7,500.00	0.00	0.00	7,500.00	100	0.00	0.00
16	CORE BASEMENT-LOUVER LABOR (LANGENDORF SUPPLY)	3,300.00	3,300.00	0.00	0.00	3,300.00	100	0.00	0.00
17	SUBTOTAL	178,785.00	178,785.00	0.00	0.00	178,785.00	100	0.00	0.00

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APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
18	BALANCE BROUGHT FORWARD	178,785.00	178,785.00	0.00	0.00	178,785.00	100	0.00	0.00
19	CORE 1ST FL-LOUVER LABOR (RELIABLE PLG & HTG)	3,300.00	3,300.00	0.00	0.00	3,300.00	100	0.00	0.00
20	GRILLE/REGISTER (LANGENDORF SUPPLY)	18,000.00	18,000.00	0.00	0.00	18,000.00	100	0.00	0.00
21	CORE BASEMENT-GRILLE/REG LABOR (RELIABLE PLG & HTG)	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	0.00
22	CORE 1ST FL-GRILLE/REG LABOR (RELIABLE PLG & HTG)	8,200.00	8,200.00	0.00	0.00	8,200.00	100	0.00	0.00
23	FIRE/SMOKE DAMPER (LANGENDORF SUPPLY)	19,000.00	19,000.00	0.00	0.00	19,000.00	100	0.00	0.00
24	CORE-FIRE/SMOKE DAMPER LABOR (RELIABLE PLG & HTG)	17,600.00	17,600.00	0.00	0.00	17,600.00	100	0.00	0.00
25	AIR DOOR (LANGENDORF SUPPLY)	1,500.00	1,500.00	0.00	0.00	1,500.00	100	0.00	0.00
26	CORE-AIR DOOR LABOR (RELIABLE PLG & HTG)	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
27	ELECTRIC HEATER (LANGENDORF SUPPLY)	925.00	925.00	0.00	0.00	925.00	100	0.00	0.00
28	CORE-ELECTRIC HEATER LABOR (RELIABLE PLG & HTG)	700.00	700.00	0.00	0.00	700.00	100	0.00	0.00
29	EXHAUST FAN (LANGENDORF SUPPLY)	13,500.00	13,500.00	0.00	0.00	13,500.00	100	0.00	0.00
30	CORE-EXHAUST FAN LABOR (RELIABLE PLG & HTG)	3,600.00	3,600.00	0.00	0.00	3,600.00	100	0.00	0.00
31	CORE BASEMENT-GALV DUCT (RELIABLE PLG & HTG)	9,200.00	9,200.00	0.00	0.00	9,200.00	100	0.00	0.00
32	CORE BASEMENT-GALV DUCT FAB LABO (RELIABLE PLG & HTG)	14,200.00	14,200.00	0.00	0.00	14,200.00	100	0.00	0.00
33	CORE BASEMENT-GAL DUC INSTAL LAB (RELIABLE PLG & HTG)	25,900.00	25,900.00	0.00	0.00	25,900.00	100	0.00	0.00
34	SUBTOTAL	318,210.00	318,210.00	0.00	0.00	318,210.00	100	0.00	0.00

CONTINUATION SHEET

VIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETED		TOTAL STORED MATERIAL	TOTAL COMPLETED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD					
			35	BALANCE BROUGHT FORWARD					
36	CORE 1ST FL-GALV DUCT (RELIABLE PLG & HTG)	27,600.00	27,600.00	0.00	0.00	27,600.00	100	0.00	0.00
37	CORE 1ST FL-GALV DUCT FAB LABOR (RELIABLE PLG & HTG)	42,600.00	42,600.00	0.00	0.00	42,600.00	100	0.00	0.00
38	CORE 1ST FL-GALV DUCT INSTAL LAB (RELIABLE PLG & HTG)	77,600.00	77,600.00	0.00	0.00	77,600.00	100	0.00	0.00
39	CORE BASEMENT-COLLAR/FLEX DUCT (RELIABLE PLG & HTG)	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00
40	CORE BASEMENT-COLL/FLX DUCT LAB (RELIABLE PLG & HTG)	5,400.00	5,400.00	0.00	0.00	5,400.00	100	0.00	0.00
41	CORE 1ST FL-COLLAR/FLEX DUCT (RELIABLE PLG & HTG)	9,000.00	9,000.00	0.00	0.00	9,000.00	100	0.00	0.00
42	CORE 1ST FL-COLL/FLX DUCT LABOR (RELIABLE PLG & HTG)	15,000.00	15,000.00	0.00	0.00	15,000.00	100	0.00	0.00
43	CORE-BOILER FLUE (RELIABLE PLG & HTG)	6,440.00	6,440.00	0.00	0.00	6,440.00	100	0.00	0.00
44	CORE-BOILER FLUE LABOR (RELIABLE PLG & HTG)	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
45	CORE-DRYER VENT (RELIABLE PLG & HTG)	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
46	CORE-DRYER VENT LABOR (RELIABLE PLG & HTG)	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	0.00
47	CORE-INSULATION MATERIAL (CHAMPAIGN A & K)	16,400.00	16,400.00	0.00	0.00	16,400.00	100	0.00	0.00
48	CORE-INSULATION LABOR (CHAMPAIGN A & K)	76,000.00	76,000.00	0.00	0.00	76,000.00	100	0.00	0.00
49	CORE-TEST & BALANCE (RELIABLE PLG & HTG)	7,000.00	7,000.00	0.00	0.00	7,000.00	100	0.00	0.00
50									
51	SUBTOTAL	623,750.00	623,750.00	0.00	0.00	623,750.00	100	0.00	0.00

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APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
52	BALANCE BROUGHT FORWARD	623,750.00	623,750.00	0.00	0.00	623,750.00	100	0.00	0.00
53	WING 1								
54	WING 1-REHEAT COIL LABOR (RELIABLE PLG & HTG)	3,700.00	3,700.00	0.00	0.00	3,700.00	100	0.00	0.00
55	WING 1-FAN COIL LABOR (RELIABLE PLG & HTG)	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	0.00
56	WING 1-GRILLE/REGISTER LABOR (RELIABLE PLG & HTG)	4,400.00	4,400.00	0.00	0.00	4,400.00	100	0.00	0.00
57	WING 1-FIRE/SMOKE DAMPER LABOR (RELIABLE PLG & HTG)	20,100.00	20,100.00	0.00	0.00	20,100.00	100	0.00	0.00
58	WING 1-EXHAUST FAN LABOR (RELIABLE PLG & HTG)	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00
59	WING 1-GALV DUCT (RELIABLE PLG & HTG)	11,600.00	11,600.00	0.00	0.00	11,600.00	100	0.00	0.00
60	WING 1-GALV DUCT FAB LABOR (RELIABLE PLG & HTG)	18,800.00	18,800.00	0.00	0.00	18,800.00	100	0.00	0.00
61	WING 1-GALV DUCT INSTALL LABOR (RELIABLE PLG & HTG)	38,000.00	38,000.00	0.00	0.00	38,000.00	100	0.00	0.00
62	WING 1-COLLAR/FLEX DUCT (RELIABLE PLG & HTG)	6,000.00	6,000.00	0.00	0.00	6,000.00	100	0.00	0.00
63	WING 1-COLLAR/FLEX DUCT LABOR (RELIABLE PLG & HTG)	7,700.00	7,700.00	0.00	0.00	7,700.00	100	0.00	0.00
64	WING 1-INSULATION MATERIAL (CHAMPAIGN A & K)	10,200.00	10,200.00	0.00	0.00	10,200.00	100	0.00	0.00
65	WING 1-INSULATION LABOR (CHAMPAIGN A & K)	36,000.00	36,000.00	0.00	0.00	36,000.00	100	0.00	0.00
66	WING 1-TEST & BALANCE (RELAIBLE PLG & HTG)	2,750.00	2,750.00	0.00	0.00	2,750.00	100	0.00	0.00
67									
68	SUBTOTAL	787,000.00	787,000.00	0.00	0.00	787,000.00	100	0.00	0.00

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 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
69	BALANCE BROUGHT FORWARD	787,000.00	787,000.00	0.00	0.00	787,000.00	100	0.00	0.00
70	WING 2								
71	WING 2-REHEAT COIL LABOR (RELIABLE PLG & HTG)	3,700.00	3,700.00	0.00	0.00	3,700.00	100	0.00	0.00
72	WING 2-FAN COIL LABOR (RELIABLE PLG & HTG)	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	0.00
73	WING 2-GRILLE/REGISTER LABOR (RELIABLE PLG & HTG)	4,400.00	4,400.00	0.00	0.00	4,400.00	100	0.00	0.00
74	WING 2-FIRE/SMOKE DAMPER LABOR (RELIABLE PLG & HTG)	20,100.00	20,100.00	0.00	0.00	20,100.00	100	0.00	0.00
75	WING 2-EXHAUST FAN LABOR (RELIABLE PLG & HTG)	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00
76	WING 2-GALV DUCT (RELIABLE PLG & HTG)	11,600.00	11,600.00	0.00	0.00	11,600.00	100	0.00	0.00
77	WING 2-GALV DUCT FAB LABOR (RELIABLE PLG & HTG)	18,800.00	18,800.00	0.00	0.00	18,800.00	100	0.00	0.00
78	WING 2-GALV DUCT INSTALL LABOR (RELIABLE PLG & HTG)	38,000.00	38,000.00	0.00	0.00	38,000.00	100	0.00	0.00
79	WING 2-COLLAR/FLEX DUCT (RELIABLE PLG & HTG)	6,000.00	6,000.00	0.00	0.00	6,000.00	100	0.00	0.00
80	WING 2-COLLAR/FLEX DUCT LABOR (RELIABLE PLG & HTG)	7,700.00	7,700.00	0.00	0.00	7,700.00	100	0.00	0.00
81	WING 2-INSULATION MATERIAL (CHAMPAIGN A & K)	10,200.00	10,200.00	0.00	0.00	10,200.00	100	0.00	0.00
82	WING 2-INSULATION LABOR (CHAMPAIGN A & K)	37,100.00	37,100.00	0.00	0.00	37,100.00	100	0.00	0.00
83	WING 2-TEST & BALANCE (RELIABLE PLG & HTG)	2,750.00	2,750.00	0.00	0.00	2,750.00	100	0.00	0.00
84									
85	SUBTOTAL	951,350.00	951,350.00	0.00	0.00	951,350.00	100	0.00	0.00

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APPLICATION NO.: 24
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 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
86	BALANCE BROUGHT FORWARD	951,350.00	951,350.00	0.00	0.00	951,350.00	100	0.00	0.00
87	WING 3								
88	WING 3-REHEAT COIL LABOR (RELIABLE PLG & HTG)	3,700.00	3,700.00	0.00	0.00	3,700.00	100	0.00	0.00
89	WING 3-FAN COIL LABOR (RELIABLE PLG & HTG)	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	0.00
90	WING 3-GRILLE/REGISTER LABOR (RELIABLE PLG & HTG)	4,400.00	4,400.00	0.00	0.00	4,400.00	100	0.00	0.00
91	WING 3-FIRE/SMOKE DAMPER LABOR (RELIABLE PLG & HTG)	20,100.00	20,100.00	0.00	0.00	20,100.00	100	0.00	0.00
92	WING 3-EXHAUST FAN LABOR (RELIABLE PLG & HTG)	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00
93	WING 3-GALV DUCT (RELIABLE PLG & HTG)	11,600.00	11,600.00	0.00	0.00	11,600.00	100	0.00	0.00
94	WING 3-GALV DUCT FAB LABOR (RELIABLE PLG & HTG)	18,800.00	18,800.00	0.00	0.00	18,800.00	100	0.00	0.00
95	WING 3-GALV DUCT INSTALL LABOR (RELIABLE PLG & HTG)	38,000.00	38,000.00	0.00	0.00	38,000.00	100	0.00	0.00
96	WING 3-COLLAR/FLEX DUCT (RELIABLE PLG & HTG)	6,000.00	6,000.00	0.00	0.00	6,000.00	100	0.00	0.00
97	WING 3-COLLAR/FLEX DUCT LABOR (RELIABLE PLG & HTG)	7,700.00	7,700.00	0.00	0.00	7,700.00	100	0.00	0.00
98	WING 3-INSULATION MATERIAL (CHAMPAIGN A & K)	13,000.00	13,000.00	0.00	0.00	13,000.00	100	0.00	0.00
99	WING 3-INSULATION LABOR (CHAMPAIGN A & K)	36,000.00	36,000.00	0.00	0.00	36,000.00	100	0.00	0.00
100	WING 3-TEST & BALANCE (RELIABLE PLG & HTG)	2,750.00	2,750.00	0.00	0.00	2,750.00	100	0.00	0.00
101									
102	SUBTOTAL	1,117,400.00	1,117,400.00	0.00	0.00	1,117,400.00	100	0.00	0.00

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CONTINUATION SHEET

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APPLICATION NO.: 24
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 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
103	BALANCE BROUGHT FORWARD	1,117,400.00	1,117,400.00	0.00	0.00	1,117,400.00	100	0.00	0.00
104	WING 4								
105	WING 4-REHEAT COIL LABOR (RELIABLE PLG & HTG)	3,700.00	3,700.00	0.00	0.00	3,700.00	100	0.00	0.00
106	WING 4-FAN COIL LABOR (RELIABLE PLG & HTG)	2,800.00	2,800.00	0.00	0.00	2,800.00	100	0.00	0.00
107	WING 4-GRILLE/REGISTER LABOR (RELIABLE PLG & HTG)	4,400.00	4,400.00	0.00	0.00	4,400.00	100	0.00	0.00
108	WING 4-FIRE/SMOKE DAMPER LABOR (RELIABLE PLG & HTG)	21,000.00	21,000.00	0.00	0.00	21,000.00	100	0.00	0.00
109	WING 4-EXHAUST FAN LABOR (RELIABLE PLG & HTG)	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00
110	WING 4-GALV DUCT (RELIABLE PLG & HTG)	11,600.00	11,600.00	0.00	0.00	11,600.00	100	0.00	0.00
111	WING 4-GALV DUCT FAB LABOR (RELIABLE PLG & HTG)	18,800.00	18,800.00	0.00	0.00	18,800.00	100	0.00	0.00
112	WING 4-GALV DUCT INSTALL LABOR (RELIABLE PLG & HTG)	38,000.00	38,000.00	0.00	0.00	38,000.00	100	0.00	0.00
113	WING 4-COLLAR/FLEX DUCT (RELIABLE PLG & HTG)	6,000.00	6,000.00	0.00	0.00	6,000.00	100	0.00	0.00
114	WING 4-COLLAR/FLEX DUCT LABOR (RELIABLE PLG & HTG)	7,700.00	7,700.00	0.00	0.00	7,700.00	100	0.00	0.00
115	WING 4-INSULATION MATERIAL (CHAMPAIGN A & K)	16,000.00	16,000.00	0.00	0.00	16,000.00	100	0.00	0.00
116	WING 4-INSULATION LABOR (CHAMPAIGN A & K)	41,000.00	41,000.00	0.00	0.00	41,000.00	100	0.00	0.00
117	WING 4-TEST & BALANCE (RELIABLE PLG & HTG)	2,750.00	2,750.00	0.00	0.00	2,750.00	100	0.00	0.00
118									
119	SUBTOTAL	1,292,350.00	1,292,350.00	0.00	0.00	1,292,350.00	100	0.00	0.00

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 APPLICATION DATE: 06-04-07
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 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
			120	BALANCE BROUGHT FORWARD		1,292,350.00	1,292,350.00		
121									
122	CHANGE ORDERS								
123	CO #1: DELETE FIBERGLAS CLOTH INSULATION JACKET	-36,000.00	-36,000.00	0.00	0.00	-36,000.00	100	0.00	0.00
124	CO #1: 1-1/2" 1# INSULATION IN LIEU OF 2" 3# INSULATION	-32,000.00	-32,000.00	0.00	0.00	-32,000.00	100	0.00	0.00
125	CO #2: EXHAUST HOOD REVISIONS	21,918.00	21,918.00	0.00	0.00	21,918.00	100	0.00	0.00
126	CO #2: DUCT WORK REVISIONS AS PER MEETING AND DRAWING M1.1C	15,962.00	15,962.00	0.00	0.00	15,962.00	100	0.00	0.00
127	CO #3: REVISE FIRE DAMPERS	875.00	875.00	0.00	0.00	875.00	100	0.00	0.00
128	CO #3: REVISE UDS AND EXHAUST FANS	241.00	241.00	0.00	0.00	241.00	100	0.00	0.00
129	CO #3: CHASE CAP	6,220.00	6,220.00	0.00	0.00	6,220.00	100	0.00	0.00
130	CO #6: OUTDOOR AIR DUCT TO AHU-8	2,893.00	2,893.00	0.00	0.00	2,893.00	100	0.00	0.00
131	CO #4: RELOCATE FIRE DAMPERS	3,009.00	3,009.00	0.00	0.00	3,009.00	100	0.00	0.00
132	CO #4: 5 FIRE DAMPERS, 11 RADIATION DAMPERS	4,371.00	4,371.00	0.00	0.00	4,371.00	100	0.00	0.00
133	CO #4: REMOVE 3 FIRE DAMPER-INSTALL 3 F/S DAMPER	4,389.00	4,389.00	0.00	0.00	4,389.00	100	0.00	0.00
134	CO #4: QUICK-SHIP & INSTALL 6 RADIATION DAMPERS	2,484.00	2,484.00	0.00	0.00	2,484.00	100	0.00	0.00
135	CO #5: QUICK-SHIP & INSTALL RADIATION/FIRE/SMOKE	7,896.00	7,896.00	0.00	0.00	7,896.00	100	0.00	0.00
136	SUBTOTAL	1,294,608.00	1,294,608.00	0.00	0.00	1,294,608.00	100	0.00	0.00

VIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
137	BALANCE BROUGHT FORWARD	1,294,608.00	1,294,608.00	0.00	0.00	1,294,608.00	100	0.00	0.00
138	RFP # 34: STAINLESS STEEL FLASHING (\$624.00)	NOT ACCEPTED	0.00	0.00	0.00	0.00	100	0.00	0.00
139	CO #9 (REVISION #2): METAL FOR LINT COLLECTOR	20,211.00	20,211.00	0.00	0.00	20,211.00	100	0.00	0.00
140	CO #8: FURNISH & INSTALL 6 RADIATION DAMPERS WITH MODIFICATIONS	504.00	504.00	0.00	0.00	504.00	100	0.00	0.00
141	RFP #48: COMBUSTION AIR FOR DRYERS (\$30,357.00)	NOT ACCEPTED	0.00	0.00	0.00	0.00	NA	0.00	0.00
142	CO #7: REVISIONS TO MAKE UP AIR UNIT	2,029.00	2,029.00	0.00	0.00	2,029.00	100	0.00	0.00
143	CO #7: REVISE EXHAUST DUCT	5,649.00	5,649.00	0.00	0.00	5,649.00	100	0.00	0.00
144	CO #7: REVISIONS TO LOCATION OF ACCESS PANELS	6,088.00	6,088.00	0.00	0.00	6,088.00	100	0.00	0.00
145	CWO #266: INSTALL 6 ACCESS DOORS (\$2,088.00)	NOT APPROVED	0.00	0.00	0.00	0.00	NA	0.00	0.00
146	CO # : REBALANCE AHU 4C,6C,7C	1,521.00	1,521.00	0.00	0.00	1,521.00	100	0.00	0.00
147	CO #9: DUCTWORK DRAINS	4,025.00	4,025.00	0.00	0.00	4,025.00	100	0.00	0.00
148	CO #9: REVISE INLET, DUCTWORK FIRE DAMPERS	1,010.00	1,010.00	0.00	0.00	1,010.00	100	0.00	0.00
149	CO #10 - RAF 6A	34,727.00	34,727.00	0.00	0.00	34,727.00	100	0.00	0.00
150	CO #11 - RAF 4C,6C,7C	99,867.00	99,867.00	0.00	0.00	99,867.00	100	0.00	0.00
151	CO #12 - RAF 4A,7A	67,394.00	67,394.00	0.00	0.00	67,394.00	100	0.00	0.00
152	SUBTOTAL	1,537,633.00	1,537,633.00	0.00	0.00	1,537,633.00	100	0.00	0.00

57

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. See Column I on contracts where variable retainage for line items may apply.

APPLICATION NO.: 24
 APPLICATION DATE: 06-04-07
 PERIOD TO: 06-04-07
 ARCHITECTS PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE VALUE	D WORK COMPLETED		F TOTAL STORED MATERIAL	G TOTAL COMPLETED TO DATE		H BALANCE TO FINISH	I RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD		%			
153	BALANCE BROUGHT FORWARD	1,537,633.00	1,537,633.00	0.00	0.00	1,537,633.00	100	0.00	0.00
154	CO #13 :RAF 4B,6B,7B - REVISED	108,057.00	108,057.00	0.00	0.00	108,057.00	100	0.00	0.00
155	CO #13: RAF 5A,5B,5C - REVISED	90,752.00	90,752.00	0.00	0.00	90,752.00	100	0.00	0.00
156	CO #13: FAN COIL & CONDENSER IN WING 4 (\$24,456.00)	24,456.00	24,456.00	0.00	0.00	24,456.00	100	0.00	0.00
157	CO #13: ATTENUATOR FOR RAF 6A	4,219.00	4,219.00	0.00	0.00	4,219.00	100	0.00	0.00
158						0.00		0.00	0.00
159						0.00		0.00	0.00
160						0.00		0.00	0.00
161						0.00		0.00	0.00
162						0.00		0.00	0.00
163						0.00		0.00	0.00
164						0.00		0.00	0.00
165						0.00		0.00	0.00
166						0.00		0.00	0.00
167						0.00		0.00	0.00
168						0.00		0.00	0.00
169	TOTAL	1,765,117.00	1,765,117.00	0.00	0.00	1,765,117.00	100	0.00	0.00

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SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of Illinois
County of Champaign

Page 1 of 1
Pay Request No. 24

The affiant, (1) M.D. Meislahn being first duly sworn, on oath deposes and says that he is (2) President of Reliable Plumbing and Heating Company, 509 West Curtis Road, Post Office Box 734, Savoy, Illinois, 61874-0734, telephone number 217-356-1841, that has Contract with CHAMPAIGN COUNTY BOARD AND CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES, owner for BID ITEMS #16, VENTILATION on the following described premises in said county, to wit:

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvements. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is made to said Owner for the purpose of procuring from said Owner (4) Partial-Final Payment on said contract, and is a full, true and complete statement of all such persons, and of the amounts paid, due and to become due them.

(1) A member of the firm of, or officer of the corporation of, naming, same. (2) Position/Title
(3) Firm name, address, and phone number. (4) Circle Partial or Final Payment.

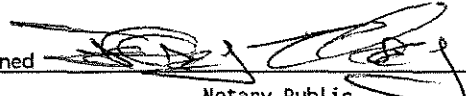
NAME AND ADDRESS	KIND OF WORK	AMOUNT OF CONTRACT	CURRENT RETENTION	NET AMT PREV PAY REQUEST	NET AMT THIS PAY REQUEST	BALANCE TO COMPLETE
YORK INTERNATIONAL	MODULAR AHU	24,800.00		24,800.00		0.00
LANGENDORF SUPPLY	RETURN AIR FAN	4,999.00		4,999.00		0.00
YORK INTERNATIONAL	REHEAT COIL	15,453.00		15,453.00		0.00
YEOMANS DISTRIBUTING	FAN COIL	47,000.00		47,000.00		0.00
LANGENDORF SUPPLY	VAV BOX	3,795.00		3,795.00		0.00
LANGENDORF SUPPLY	LOUVER	7,500.00		7,500.00		0.00
LANGENDORF SUPPLY	GRILLE/REGISTER	18,000.00		18,000.00		0.00
LANGENDORF SUPPLY	FIRE/SMOKE DAMPER	19,000.00		19,000.00		0.00
LANGENDORF SUPPLY	AIR DOOR	1,500.00		1,500.00		0.00
LANGENDORF SUPPLY	ELECTRIC HEATER	925.00		925.00		0.00
LANGENDORF SUPPLY	EXHAUST FAN	13,500.00		13,500.00		0.00
CHAMPAIGN A & K INSULATION	INSULATION	223,900.00		212,705.00	11,195.00	0.00
RELIABLE PLG & HTG	MATERIAL & LABOR	1,384,745.00		1,351,812.00	32,933.00	0.00
Contract Amounts		1,765,117.00	0.00	1,720,989.00	44,128.00	0.00
Original Contract	1,292,350.00		Total Amount Requested		1,765,117.00	
Extras to Contract	543,251.00		Less 0% Retained		0.00	
Total Contract/Extras	1,835,601.00		Net Amount Earned		1,765,117.00	
Credits to Contract	70,484.00		Amount/Prev. Payments		1,720,989.00	
New Contract Amount	1,765,117.00		Amount Due this Payment		44,128.00	
			Balance to Complete		0.00	

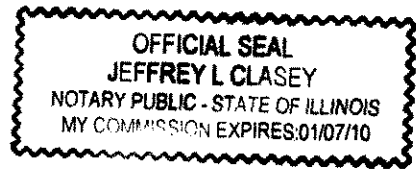
It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.


 Signed MD MEISLAHN PRESIDENT

Subscribed and sworn to before me this 4TH day of JUNE, 2007.


 Signed _____
 Notary Public



The above sworn statement should be obtained by Owner before each and every payment

RESOLUTION NO. 6078

**RESOLUTION APPROPRIATING \$5,060.50 FROM THE CHAMPAIGN
COUNTY NURSING HOME CONSTRUCTION FUND FOR INVOICE #1312280
FROM DUANE MORRIS**

WHEREAS, the Champaign County Board retained the services of the law firm of Duane Morris to provide professional services in relation to the new Champaign County Nursing Home and the Certificate of Need and other related issues pertinent to the planning process through the Illinois Health Facilities Planning Board; and

WHEREAS, the law firm of Duane Morris has submitted an invoice for professional services rendered through June 13, 2007 related to the Certificate of Need.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve invoice #1312280 from Duane Morris in the amount of \$5,060.50 for professional services in relation to the new Champaign County Nursing Home and the Certificate of need and other related issues pertinent to the planning process through the Illinois Health Facilities Planning Board.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C.Pius Weibel, Chair
Champaign County Board

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

DuaneMorris

FIRM and AFFILIATE OFFICES

PLEASE REMIT PAYMENT TO:
DUANE MORRIS LLP
ATTN: PAYMENT PROCESSING
30 SOUTH 17TH STREET
PHILADELPHIA, PA 19103-4196

June 13, 2007

CHAMPAIGN COUNTY
ADMINISTRATIVE SERVICES
ATTN: EVELYN BOATZ
500 SOUTH ART BARTELL ROAD
URBANA, IL 61802

NEW YORK
LONDON
SINGAPORE
LOS ANGELES
CHICAGO
HOUSTON
PHILADELPHIA
SAN DIEGO
SAN FRANCISCO
BALTIMORE
BOSTON
WASHINGTON, DC
LAS VEGAS
ATLANTA
MIAMI
PITTSBURGH
NEWARK
WILMINGTON
PRINCETON
LAKE TAHOE

CERTIFICATE OF NEED

FILE # E1005-00001

INVOICE # 1312280

IRS # 23-1392502

CURRENT INVOICE

\$5,060.50

PRIOR BALANCE DUE

BILL DATE	BILL/REF NO.	BILL AMOUNT	CREDITS	A/R BALANCE
4/16/07	1252089	\$13,993.93	\$0.00	\$13,993.93
5/10/07	1303766	\$5,583.63	\$0.00	\$5,583.63
				\$19,577.56
TOTAL BALANCE DUE				\$24,638.06

Wire payments to:

Bank Name: Wachovia Bank, NA
Swift Code: PNBUS33
Account No. 2100000513000
ABA Number 031201467

Bank Address is:

Wachovia Bank, NA
123 South Broad St.
Philadelphia, PA

Please reference the File Number
and Invoice Number in the
REMARK section.

AMOUNTS INCLUDED FOR DISBURSEMENTS INCLUDE EXPENSES RECEIVED AND RECORDED THROUGH THE END OF THE INVOICE PERIOD. THERE MAY BE ADDITIONAL EXPENSES RECEIVED AND DISBURSEMENTS INVOICED IN THE FUTURE. AS PER THE TERMS OF OUR ENGAGEMENT, PAYMENT IS DUE IN U.S. DOLLARS WITHIN 30 DAYS OF THE DATE OF THIS INVOICE. AFTER 30 DAYS A LATE FEE OF 1% PER MONTH (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) MAY BE CHARGED.

June 13, 2007

CHAMPAIGN COUNTY
ADMINISTRATIVE SERVICES
ATTN: EVELYN BOATZ
500 SOUTH ART BARTELL ROAD
URBANA, IL 61802

NEW YORK
LONDON
SINGAPORE
LOS ANGELES
CHICAGO
HOUSTON
PHILADELPHIA
SAN DIEGO
SAN FRANCISCO
BALTIMORE
BOSTON
WASHINGTON, DC
LAS VEGAS
ATLANTA
MIAMI
PITTSBURGH
NEWARK
WILMINGTON
PRINCETON
LAKE TAHOE

CERTIFICATE OF NEED

File# E1005-00001

Invoice# 1312280

IRS# 23-1392502

FOR PROFESSIONAL SERVICES RECORDED
THROUGH 05/31/2007 IN CONNECTION
WITH THE ABOVE-CAPTIONED MATTER.

\$5,057.50

DISBURSEMENTS

PRINTING & DUPLICATING

3.00

TOTAL DISBURSEMENTS

\$3.00

BALANCE DUE THIS INVOICE

\$5,060.50

PREVIOUS BALANCE

\$19,577.56

TOTAL BALANCE DUE

\$24,638.06

File # E1005-00001
 CERTIFICATE OF NEED

INVOICE # 1312280

DATE	ID #	TIMEKEEPER		HOURS
5/7/2007	02160	NJ LYNN	CONFERENCE WITH MR. BILIMORIA RE STATUS RE FINAL COST REPORT	0.10
5/7/2007	02190	NM BILIMORIA	DRAFT CORRESPONDENCE TO CLIENT RE: NEED FOR FINANCIAL INFORMATION FOR FINAL COST REPORT	0.50
5/10/2007	02160	NJ LYNN	CONFERENCE WITH MR. BILIMORIA RE DISCUSSION WITH MR. INMAN RE INFORMATION NEEDED RE FINAL COST REPORT, ILL S.CT. DECISION RE IHFPB JURISDICTION AND OPTIONS	0.30
5/10/2007	02190	NM BILIMORIA	TELEPHONE CONFERENCE WITH CLIENT RE: PROBLEMS WITH SECURING FINAL COST REPORT INFORMATION; DISCUSSION OF SAME AND POSSIBLE RESOLUTION; DISCUSSION OF NEED FOR TIMELY FILING OF FINAL COST REPORT	1.10
5/10/2007	04363	M SILBERMAN	MEETING WITH MR. BILIMORIA TO DISCUSS DEVELOPMENT RE: SUBMISSION OF COST REPORT; REVIEW OF REGULATIONS TO IDENTIFY AVAILABLE OPTIONS	0.80
5/14/2007	02160	NJ LYNN	CONFERENCES WITH MR. BILIMORIA RE STATUS RE INFORMATION FOR FINAL COST REPORT, AND POSSIBLE OPTIONAL FILING DATE; REVIEW IHFPB RULES RE DEFINITIONS RE SAME; CORRESPONDENCE TO MR. URSO RE TIMING RE FILING FINAL COST REPORT AND DEFER THREATENED COMPLIANCE ACTION	0.60
5/14/2007	02190	NM BILIMORIA	MEETING WITH MR. LYNN RE: FINAL COST REPORT AND ISSUES RE: SAME; DISCUSSION OF POSSIBLE SOLUTIONS TO CLIENT DELAY; REVIEW CORRESPONDENCE FROM CLIENT AGAIN REQUESTING IHFPB RULE RE: FINAL COST REPORTS; REVIEW RESEARCH RE: IHFPB RULES; DRAFT CORRESPONDENCE TO CLIENT RE: IHFPB RULES	2.10
5/14/2007	04363	M SILBERMAN	MEETING WITH MR. BILIMORIA RE FINAL COST REPORT; FOLLOW UP MEETING WITH MR. LYNN	1.10
5/15/2007	02160	NJ LYNN	CONFERENCE WITH MR. BILIMORIA RE STATUS RE FINAL COST REPORT; REVIEW AND REDRAFT CORRESPONDENCE TO MR. INMAN RE TIMING OF FILING RE SAME	0.40
5/15/2007	02190	NM BILIMORIA	DRAFT LETTER TO CLIENT RE: FINAL COST REPORT; DRAFT REVISIONS TO SAME AND RESEARCH CONCERNING NEW IHFPB RULES RE: SAME; MEETING WITH MR. LYNN RE: SAME	1.30
5/17/2007	02160	NJ LYNN	REDRAFT CORRESPONDENCE TO MR. URSO RE STATUS RE FINAL COST REPORT AND DEFER THREATENED COMPLIANCE ACTION; CONFERENCE WITH MR. BILIMORIA RE SAME	0.30
5/17/2007	02190	NM BILIMORIA	REVIEW LETTER TO IHFPB AND DRAFT REVISIONS TO SAME	0.50
5/18/2007	02160	NJ LYNN	REDRAFT CORRESPONDENCE TO MR. URSO RE FINAL COST REPORT RE POSSIBLE COMPLIANCE MATTER AND IHFPB DEFERRAL	0.10

File # E1005-00001
CERTIFICATE OF NEED

INVOICE # 1312280

<u>DATE</u>	<u>ID #</u>	<u>TIMEKEEPER</u>		<u>HOURS</u>
5/24/2007	02190	NM BILIMORIA	TELEPHONE CALL TO CLIENT RE: STATUS ON FINAL COST REPORT	0.40
5/25/2007	02160	NJ LYNN	REVIEW CONSOLIDATED FINANCIAL STATEMENT; CONFERENCE WITH MR. BILIMORIA RE FOLLOW UP WITH MR. INMAN RE NEEDED INFORMATION RE FINAL COST REPORT	0.30
5/25/2007	02190	NM BILIMORIA	REVIEW CORRESPONDENCE FROM CLIENT RE: FINANCIAL INFORMATION; TELEPHONE CALL TO CLIENT RE: SAME; REVIEW OF FINANCIAL INFORMATION FOR REPORT TO IHFPB; TELEPHONE CALL TO CLIENT RE: NEED FOR MORE INFORMATION FOR FINAL COST REPORT	1.60
5/25/2007	04363	M SILBERMAN	MEETING WITH MR. BILIMORIA RE: SUBMISSION OF FINAL COST REPORT AND REVIEW OF MATERIALS SUBMITTED FROM CLIENT	0.20
5/29/2007	02190	NM BILIMORIA	TELEPHONE CALL TO CLIENT RE: COMPREHENSIVE FINANCIAL REPORT FROM AUDITOR RE: NURSING HOME; DRAFT CORRESPONDENCE TO CLIENT RE: SAME AND REVIEW OF SAME; RESEARCH CONCERNING REQUIREMENTS FOR FINAL COST REPORT; DRAFT REVISIONS TO LETTER RE: SAME	1.30
TOTAL SERVICES				13.00

File # E1005-00001
CERTIFICATE OF NEED

INVOICE # 1312280

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>AMOUNT</u>
5/31/2007	PRINTING & DUPLICATING	3.00
		Total: \$3.00
	TOTAL DISBURSEMENTS	\$3.00

File # E1005-00001
CERTIFICATE OF NEED

INVOICE # 1312280

TIMEKEEPER					
NO.	NAME	CLASS	HOURS	RATE	VALUE
02160	NJ LYNN	PARTNER	2.10	465.00	976.50
02190	NM BILIMORIA	PARTNER	8.80	385.00	3,388.00
04363	M SILBERMAN	ASSOCIATE	2.10	330.00	693.00
			13.00		\$5,057.50

RESOLUTION NO. 6079

**RESOLUTION APPROPRIATING \$808.50 FROM THE CHAMPAIGN COUNTY
NURSING HOME CONSTRUCTION FUND FOR INVOICE #1303771 FROM
DUANE MORRIS**

WHEREAS, the Champaign County Board retained the services of the law firm of Duane Morris to provide professional services in relation to the new Champaign County Nursing Home and the Certificate of Need and other related issues pertinent to the planning process through the Illinois Health Facilities Planning Board; and

WHEREAS, the law firm of Duane Morris has submitted an invoice for professional general representation services rendered through May 10, 2007.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve invoice #1303771 from Duane Morris in the amount of \$808.50 for professional services in relation to the new Champaign County Nursing Home.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C.Pius Weibel, Chair
Champaign County Board

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

PLEASE REMIT PAYMENT TO:
DUANE MORRIS LLP
ATTN: PAYMENT PROCESSING
30 SOUTH 17TH STREET
PHILADELPHIA, PA 19103-4196

- NEW YORK
- LONDON
- SINGAPORE
- LOS ANGELES
- CHICAGO
- HOUSTON
- PHILADELPHIA
- SAN DIEGO
- SAN FRANCISCO
- BALTIMORE
- BOSTON
- WASHINGTON, DC
- LAS VEGAS
- ATLANTA
- MIAMI
- PITTSBURGH
- NEWARK
- WILMINGTON
- PRINCETON
- LAKE TAHOE

May 10, 2007

CHAMPAIGN COUNTY
ADMINISTRATIVE SERVICES
ATTN: EVELYN BOATZ
500 SOUTH ART BARTELL ROAD
URBANA, IL 61802

GENERAL REPRESENTATION

FILE # E1005-00002

INVOICE # 1303771

IRS # 23-1392502

CURRENT INVOICE

\$6,478.00

Wire payments to:

Bank Name: Wachovia Bank, NA
Swift Code: PNBUS33
Account No. 2100000513000
ABA Number 031201467

Bank Address is:

Wachovia Bank, NA
123 South Broad St.
Philadelphia, PA

Please reference the File Number
and Invoice Number in the
REMARK section.

AMOUNTS INCLUDED FOR DISBURSEMENTS INCLUDE EXPENSES RECEIVED AND RECORDED THROUGH THE
END OF THE INVOICE PERIOD. THERE MAY BE ADDITIONAL EXPENSES RECEIVED AND DISBURSEMENTS
INVOICED IN THE FUTURE. AS PER THE TERMS OF OUR ENGAGEMENT, PAYMENT IS DUE IN U.S. DOLLARS
WITHIN 30 DAYS OF THE DATE OF THIS INVOICE. AFTER 30 DAYS A LATE FEE OF 1% PER MONTH (OR SUCH
LOWER RATE AS REQUIRED BY APPLICABLE LAW) MAY BE CHARGED.

*De-certification of beds
(N.H. responsibility)*

6,478.00
 - 5,669.50

 808.50
 Amount due for
 N.H. Construction Project

Duane Morris

FIRM and AFFILIATE OFFICES

NEW YORK
LONDON
SINGAPORE
LOS ANGELES
CHICAGO
HOUSTON
PHILADELPHIA
SAN DIEGO
SAN FRANCISCO
BALTIMORE
BOSTON
WASHINGTON, DC
LAS VEGAS
ATLANTA
MIAMI
PITTSBURGH
NEWARK
WILMINGTON
PRINCETON
LAKE TAHOE

May 10, 2007

CHAMPAIGN COUNTY
ADMINISTRATIVE SERVICES
ATTN: EVELYN BOATZ
500 SOUTH ART BARTELL ROAD
URBANA, IL 61802

GENERAL REPRESENTATION

File# E1005-00002

Invoice# 1303771

IRS# 23-1392502

FOR PROFESSIONAL SERVICES RECORDED
THROUGH 04/30/2007 IN CONNECTION
WITH THE ABOVE-CAPTIONED MATTER.

\$6,478.00

TOTAL BALANCE DUE

\$6,478.00

RECEIVED
MAY 14 2007

File # E1005-00002
 GENERAL REPRESENTATION

INVOICE # 1303771

DATE	ID #	TIMEKEEPER		HOURS
4/4/2007	02190	NM BILIMORIA	MEETING WITH MR. LYNN RE: BED ISSUE WITH NEW FACILITY; TELEPHONE CONFERENCE WITH MR. SILBERMAN RE: SAME AND DISCUSSION OF ISSUES FOR PLANNING BOARD AND RULES INTERPRETATION	1.30
4/4/2007	04363	M SILBERMAN	ASSESSMENT OF BED DISCONTINUATION ISSUE; REVIEW OF IDPH AND HFPP REGULATIONS; STRATEGY DISCUSSION WITH MR. BILIMORIA	0.60
4/5/2007	02190	NM BILIMORIA	REVIEW CORRESPONDENCE FROM MR. SILBERMAN RE: ISSUES IMPLICATING PLANNING BOARD RULES; TELEPHONE CALLS TO CLIENT RE: SAME; DRAFT CORRESPONDENCE TO CLIENT RE: SAME AND NEED FOR FURTHER INFORMATION; MEETING WITH MR. LYNN RE: LETTER TO IDPH AND REVIEW FILE RE: ANNUAL REPORT FOR SAME; TELEPHONE CALLS AND EMAILS TO CLIENT RE: ISSUES TO DISCUSS RE: DECERTIFICATION	1.20
4/7/2007	02160	NJ LYNN	REVIEW IDPH CORRESPONDENCE AND FOLLOW UP RE CURRENT BED LISTING	0.20
4/9/2007	02190	NM BILIMORIA	TELEPHONE CONFERENCE WITH CLIENT RE: STATUS ON FINAL COST REPORT AND ISSUE CONCERNING DECERTIFICATION OF BEDS; DISCUSSION OF CONCERN RE: SAME AND CLIENT REQUEST TO ISSUE LETTER RE: SAME; FOLLOW UP WITH RESEARCH RE: IHFPB AND IDPH IMPLICATIONS	1.20
4/10/2007	04363	M SILBERMAN	PHONE CONFERENCE WITH MR. BILIMORIA; DRAFT OF LETTER IDENTIFYING ISSUES IN PROPOSED BED DISCONTINUATION	2.90
4/11/2007	02190	NM BILIMORIA	REVIEW CORRESPONDENCE FROM MR. SILBERMAN RE: RESEARCH RE: BED DISCONTINUATION	1.00
*4/13/2007	02190	NM BILIMORIA	MEETING WITH MR. LYNN RE: BED DISCONTINUATION AND SCHEDULING OF CALL WITH CLIENTS RE: SAME; TELEPHONE CONFERENCE WITH MR. LYNN AND CLIENTS RE: IMPLICATIONS OF SAME; ADDITIONAL DISCUSSION AND RESPONSE TO INQUIRY RE: FINAL COST FOR PROJECT AND ISSUES REGARDING COST EXPENDITURES AND OTHER ISSUES FOR CONSIDERATION WITH REGARD TO COMPLIANCE ACTION AND COST OVERRUNS; DRAFT REVISIONS TO LETTER TO CLIENTS RE: DECERTIFICATION IN LIGHT OF NEW DEVELOPMENTS AND ADDITIONAL BACKGROUND RE: DECERTIFICATION	2.10
4/13/2007	04363	M SILBERMAN	DISCUSSION WITH MR. BILIMORIA; REVISION OF CORRESPONDENCE RE BED DISCONTINUATION	0.70
4/14/2007	04363	M SILBERMAN	REVISIONS TO CORRESPONDENCE TO MR. INMAN PURSUANT TO CLARIFYING INFORMATION PROVIDED BY MR. BILIMORIA	0.40

N. H. Construction

File # E1005-00002
GENERAL REPRESENTATION

INVOICE # 1303771

<u>DATE</u>	<u>ID #</u>	<u>TIMEKEEPER</u>		<u>HOURS</u>
4/15/2007	04363	M SILBERMAN	REDRAFT OF CORRESPONDENCE TO MR. INMAN BASED UPON CLARIFICATION OF DE- CERTIFICATION PROPOSAL	1.90
4/16/2007	02160	NJ LYNN	CONFERENCE WITH MR. SILBERMAN RE DRAFT CORRESPONDENCE RE INCREASED BED ISSUE	0.20
4/16/2007	02190	NM BILIMORIA	DRAFT REVISIONS TO LETTER TO CLIENTS RE: BED DISCONTINUATION AND POSSIBLE IMPACT OF SAME IN LIGHT OF IHFPB RULES AND PAST PRACTICES; DISCUSSION OF ISSUES FOR CONSIDERATION RE: SAME AND POSSIBLE RISKS	1.70
4/16/2007	02190	NM BILIMORIA	REVIEW CORRESPONDENCE FROM CLIENT RE: BED DISCONTINUATION AND LEVELS OF CARE FOR LICENSURE PURPOSES FOR NEW FACILITY; DRAFT CORRESPONDENCE TO CLIENT REQUESTING CLARIFICATION OF BED COMPUTATIONS AND NEED FOR ACCURATE INFORMATION; REVIEW CORRESPONDENCE FROM CLIENT RE: SAME; DRAFT REVISIONS TO CORRESPONDENCE TO IDPH LICENSURE DIVISION AND DRAFT CORRESPONDENCE TO CLIENT RE: SAME	1.50
4/16/2007	04363	M SILBERMAN	DRAFTED REVISION OF LETTER TO MR. INMAN RE: POTENTIAL CONSEQUENCES OF BED DISCONTINUATION	0.90
			TOTAL SERVICES	<hr/> 17.80

Duane Morris
May 10, 2007
Page 4

File # E1005-00002
GENERAL REPRESENTATION

INVOICE # 1303771

TIMEKEEPER					
NO.	NAME	CLASS	HOURS	RATE	VALUE
02160	NJ LYNN	PARTNER	0.40	465.00	186.00
02190	NM BILIMORIA	PARTNER	10.00	385.00	3,850.00
04363	M SILBERMAN	ASSOCIATE	7.40	330.00	2,442.00
			17.80		\$6,478.00

RESOLUTION NO. 6080

**RESOLUTION APPROPRIATING \$2,287.95 FROM THE CHAMPAIGN
COUNTY NURSING HOME CONSTRUCTION FUND FOR INVOICE #1319296
FROM DUANE MORRIS**

WHEREAS, the Champaign County Board retained the services of the law firm of Duane Morris to provide professional services in relation to the new Champaign County Nursing Home and the Certificate of Need and other related issues pertinent to the planning process through the Illinois Health Facilities Planning Board; and

WHEREAS, the law firm of Duane Morris has submitted an invoice for professional general representation services rendered through July 13, 2007.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve invoice #1319296 from Duane Morris in the amount of \$2,287.95 for professional services in relation to the new Champaign County Nursing Home.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C.Pius Weibel, Chair
Champaign County Board

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

DuaneMorris

FIRM and AFFILIATE OFFICES

PLEASE REMIT PAYMENT TO:
DUANE MORRIS LLP
ATTN: PAYMENT PROCESSING
30 SOUTH 17TH STREET
PHILADELPHIA, PA 19103-4196

July 13, 2007

CHAMPAIGN COUNTY
ADMINISTRATIVE SERVICES
ATTN: EVELYN BOATZ
1776 E. WASHINGTON
URBANA, IL 61802

NEW YORK
LONDON
SINGAPORE
LOS ANGELES
CHICAGO
HOUSTON
PHILADELPHIA
SAN DIEGO
SAN FRANCISCO
BALTIMORE
BOSTON
WASHINGTON, DC
LAS VEGAS
ATLANTA
MIAMI
PITTSBURGH
NEWARK
WILMINGTON
PRINCETON
LAKE TAHOE

GENERAL REPRESENTATION

FILE # E1005-00002

INVOICE # 1319296

IRS # 23-1392502

CURRENT INVOICE

\$2,287.95

PRIOR BALANCE DUE

BILL DATE	BILL/REF NO.	BILL AMOUNT	CREDITS	A/R BALANCE
5/10/07	1303771	\$6,478.00	\$0.00	\$6,478.00
6/13/07	1312282	\$517.35	\$0.00	\$517.35
				<u>\$6,995.35</u>
TOTAL BALANCE DUE				<u>\$9,283.30</u>

Wire payments to:

Bank Name: Wachovia Bank, NA
Swift Code: PNBUS33
Account No. 2100000513000
ABA Number 031201467

Bank Address is:

Wachovia Bank, NA
123 South Broad St.
Philadelphia, PA

Please reference the File Number
and Invoice Number in the
REMARK section.

AMOUNTS INCLUDED FOR DISBURSEMENTS INCLUDE EXPENSES RECEIVED AND RECORDED THROUGH THE END OF THE INVOICE PERIOD. THERE MAY BE ADDITIONAL EXPENSES RECEIVED AND DISBURSEMENTS INVOICED IN THE FUTURE. AS PER THE TERMS OF OUR ENGAGEMENT, PAYMENT IS DUE IN U.S. DOLLARS WITHIN 30 DAYS OF THE DATE OF THIS INVOICE. AFTER 30 DAYS A LATE FEE OF 1% PER MONTH (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) MAY BE CHARGED.

NEW YORK
LONDON
SINGAPORE
LOS ANGELES
CHICAGO
HOUSTON
PHILADELPHIA
SAN DIEGO
SAN FRANCISCO
BALTIMORE
BOSTON
WASHINGTON, DC
LAS VEGAS
ATLANTA
MIAMI
PITTSBURGH
NEWARK
WILMINGTON
PRINCETON
LAKE TAHOE

July 13, 2007

CHAMPAIGN COUNTY
ADMINISTRATIVE SERVICES
ATTN: EVELYN BOATZ
1776 E. WASHINGTON
URBANA, IL 61802

GENERAL REPRESENTATION

File# E1005-00002 Invoice# 1319296

IRS# 23-1392502

FOR PROFESSIONAL SERVICES RECORDED
THROUGH 06/30/2007 IN CONNECTION
WITH THE ABOVE-CAPTIONED MATTER.

\$2,279.50

DISBURSEMENTS

PRINTING & DUPLICATING
TELECOPY

5.60
2.85

TOTAL DISBURSEMENTS

\$8.45

BALANCE DUE THIS INVOICE

\$2,287.95

PREVIOUS BALANCE

\$6,995.35

TOTAL BALANCE DUE

\$9,283.30

File # E1005-00002
GENERAL REPRESENTATION

INVOICE # 1319296

DATE	ID #	TIMEKEEPER		HOURS
6/3/2007	02160	NJ LYNN	REDRAFT RESPONSE TO AUDITOR'S REQUEST FOR INFORMATION	0.40
6/4/2007	02160	NJ LYNN	REDRAFT RESPONSE TO AUDITOR'S REQUEST FOR INFORMATION	0.20
6/12/2007	01687	TR SCHMUHL	AUDIT LETTER.	0.40
6/19/2007	02160	NJ LYNN	TELEPHONE DISCUSSION WITH MR. BILIMORIA RE STATUS RE UNRESTRICTED LICENSE AND FOLLOW UP RE SAME	0.20
6/19/2007	02190	NM BILIMORIA	TELEPHONE CONFERENCE WITH MR. LYNN RE: PROBATIONARY LICENSE; TELEPHONE CALL TO ADMINISTRATOR RE: SAME; TELEPHONE CALL TO CLIENT RE: STATUS ON FINAL COST REPORT AND LICENSURE ISSUES; TELEPHONE CALL FROM ADMINISTRATOR RE: STATUS ON LICENSURE; DRAFT MEMO TO FILE RE: UPDATES AND STATUS OF PROJECT AND FINAL COST REPORT ISSUES FOR IHFPB COMPLIANCE	1.30
6/20/2007	02160	NJ LYNN	REVIEW STATUS RE FINAL COST REPORT AND CONTINUING INVOICES, MEDIATION WITH OTTO BAUM AND POSSIBLE IMPLICATION RE SAME, AND RE COMPLAINT V. FARNSWORTH	0.20
6/20/2007	02190	NM BILIMORIA	REVIEW CORRESPONDENCE FROM CLIENT REQUESTING INFORMATION OF LAST CCNH AUDIT; REVIEW FILE RE: SAME AND DRAFT CORRESPONDENCE TO CLIENT RE: REQUIREMENTS FOR AUDITED FINANCIAL INFORMATION; RESEARCH CONCERNING PREVIOUS LETTER CORRESPONDENCE RE: SAME FOR REVIEW BY CLIENT	0.60
6/22/2007	02160	NJ LYNN	REVIEW STATUS RE FINAL COST REPORT CALCULATIONS; CONFERENCE WITH MR. BILIMORIA RE SAME, STATUS RE UNRESTRICTED LICENSE AND FOLLOW UP WITH MS. JUSTICE RE LICENSURE STATUS VIS A VIS PROBATIONARY LICENSE EXPIRATION	0.30
6/22/2007	02190	NM BILIMORIA	TELEPHONE CALL TO CLIENT RE: LICENSURE; MEETING WITH MR. LYNN RE: SAME; DRAFT CORRESPONDENCE TO IDPH RE: PROBATIONARY LICENSE AND ISSUANCE OF UNRESTRICTED LICENSE; TELEPHONE CALL TO IDPH RE: SAME; DRAFT REVISIONS TO CORRESPONDENCE AND CORRESPONDENCE TO CLIENTS RE: SAME	1.90
TOTAL SERVICES				5.50

File # E1005-00002
GENERAL REPRESENTATION

INVOICE # 1319296

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>AMOUNT</u>
6/30/2007	TELECOPY	2.85
		Total: \$2.85
6/30/2007	PRINTING & DUPLICATING	5.60
		Total: \$5.60
	TOTAL DISBURSEMENTS	\$8.45

File # E1005-00002
GENERAL REPRESENTATION

INVOICE # 1319296

TIMEKEEPER					
NO.	NAME	CLASS	HOURS	RATE	VALUE
02160	NJ LYNN	PARTNER	1.30	465.00	604.50
02190	NM BILIMORIA	PARTNER	3.80	385.00	1,463.00
01687	TR SCHMUHL	PARTNER	0.40	530.00	212.00
			5.50		\$2,279.50

RESOLUTION NO. 6081

RESOLUTION APPROPRIATING \$13,022.90 FROM THE CHAMPAIGN
COUNTY NURSING HOME CONSTRUCTION FUND FOR INVOICE #12224
FROM THE RATERMAN GROUP, LTD

WHEREAS, the Raterman Group, Ltd has submitted Invoice #12224 in the amount of \$13,022.90 for Professional Services provided through June 18, 2007; and

WHEREAS, the invoice is for professional industrial hygiene services related to mold remediation and semi-annual monitoring at the Champaign County Nursing Home.

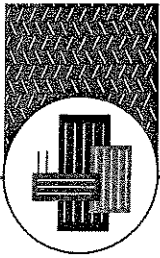
NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve Invoice #12224 from The Raterman Group, Ltd.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board



July 10, 2007

Mr. Denny Inman
County Administrator
Champaign County Administrative Services
Brookens Administrative Center
1776 East Washington Street
Urbana, Illinois 61802

Corrected Invoice Number

Invoice Number 12224
Project Number 1076
Terms Net 30 Days

Professional Industrial Hygiene Services from February 16 through June 18, 2007 for semi annual monitoring at the Champaign County Nursing Home.

Professional Fees:

Principal	9.25 hours @ \$150.00	\$1,387.50
Industrial Hygienist	50.00 hrs @ \$65.00	\$3,250.00
Administrative Assistant	22.75 hours @ \$35.00	<u>\$796.25</u>
Total Professional Fees		\$5,433.75

Direct Expenses:

Air-O-Cell Cassettes 50 @ \$4.23	\$211.44
Delivery	\$68.00
Meals (Four days)	\$156.00
Mileage	\$205.64
Lodging (Three nights)	\$233.07

Laboratory fees:

Spore trap analysis 85 @ \$39	\$3,315.00
Culturable air, standard fungus analysis 85 @ \$40	<u>\$3,400.00</u>

Total Direct Expenses \$7,589.15

TOTAL DUE THIS INVOICE: \$13,022.90

RESOLUTION NO. 6082

RESOLUTION APPROPRIATING \$3,748.26 FROM
THE NURSING HOME CONSTRUCTION FUND FOR INVOICE #0016304 FROM
GHR ENGINEERS & ASSOCIATES

WHEREAS, the County Facilities committee recommended to the County Board approval of invoice #0016304 from GHR Engineers & Associates in the amount of \$3,748.26 for professional services rendered through June 2, 2007; and

WHEREAS, the Invoice is for professional Architectural/Engineering services relating to HVAC system review.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve invoice #0016304 from GHR Engineers & Associates in the amount of \$3,748.26

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board



ENGINEERS AND ASSOCIATES, INC.
Mechanical & Electrical Consulting Engineers

1615 South Neil St. • Champaign, IL 61820
Tel: (217) 356-0536 • Fax: (217) 356-1092
ksiuts@ghrinc.com • FEIN: 37-0860182

June 18, 2007
Project No: 6148.0000
Invoice No: 0016304

Mr. Denny Inman
Champaign County
1776 East Washington
Urbana IL 61802

Project: 6148.0000 Champaign County Nursing Home Assistance

Professional Services: April 29, 2007 through June 2, 2007

Task: 002 HVAC System Review

Professional Personnel

	Hours	Rate	Amount
Principal			
Gleason, James N.	22.50	140.00	3,150.00
Employee			
Gee, Trini D.	2.75	41.80	114.95
Hicks, Shannon	4.75	68.55	325.61
Muchow, David A.	1.00	157.70	157.70
Totals	31.00		3,748.26
Total Labor			3,748.26
			Total this task \$3,748.26
			Total this invoice \$3,748.26

Outstanding Invoices

Number	Date	Balance
0016257	05/15/07	10,798.68
Total		10,798.68

RESOLUTION NO. 6083

RESOLUTION APPROVING REQUEST FOR REDUCTION IN RETAINAGE

WHEREAS, the County of Champaign entered into an agreement with PKD, Inc. of Champaign, Illinois in February 2003 for the purpose of construction management of the new Champaign County Nursing Home facility; and

WHEREAS, the following contractor has requested a reduction in retainage, to 0%, in their pay application: Reliable Mechanical – Bid item #15, heating & air conditioning and Bid item #16, Ventilation; and

WHEREAS, as an incentive for Contractor cooperation and satisfactory performance the Contract Documents, under Section 00800 (Supplementary Conditions), Article 9.3, allow for a reduction in retainage after fifty percent of the work is complete; and

WHEREAS, the said Contractor has provided satisfactory work and is 100% complete and has met their contract closeout requirements, PKD, Inc. has requested written approval from the Champaign County Board, as required, to allow the said Contractor a reduction in retainage.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve the said requests for reduction in retainage.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board



June 26, 2007

Champaign County Administrative Services
1776 East Washington Street
Urbana, IL. 61802

Attn.: Denny Inman, Co-Administrator

Re: Champaign County Nursing Home
PKD Incorporated, Project Number 275
Reliable Mechanical – Final Payment

Dear Mr. Inman:

The Contractor for Bid Item #15 – Heating Air Conditioning & Temperature Control, has requested that retainage be reduced to \$0 in their pay application for the period ending 06/20/07.

Since this Contractor has provided satisfactory work and is 100% complete and has met their contract closeout requirements, we recommend and request, at this time, written approval from the Champaign County Board, as required, to allow this Contractor to submit application for final payment. Please obtain the appropriate authorization below and provide a copy of this authorization to PKD Incorporated by 07/20/07.

Sincerely,
PKD Incorporated

Timothy R. Mininger
Project Engineer

Xc: MJS/TRM/MFC Pay Requests
DLR/FFC

Authorization to reduce retainage for the Contractor above: _____
Administrative Services



June 26, 2007

Champaign County Administrative Services
1776 East Washington Street
Urbana, IL. 61802

Attn.: Denny Inman, Co-Administrator

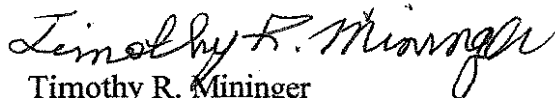
Re: Champaign County Nursing Home
PKD Incorporated, Project Number 275
Reliable Mechanical – Final Payment

Dear Mr. Inman:

The Contractor for Bid Item #16 – Ventilation, has requested that retainage be reduced to \$0 in their pay application for the period ending 06/20/07.

Since this Contractor has provided satisfactory work and is 100% complete and has met their contract closeout requirements, we recommend and request, at this time, written approval from the Champaign County Board, as required, to allow this Contractor to submit application for final payment. Please obtain the appropriate authorization below and provide a copy of this authorization to PKD Incorporated by 07/20/07.

Sincerely,
PKD Incorporated


Timothy R. Mininger
Project Engineer

Xc: MJS/TRM/MFC Pay Requests
DLR/FFC

Authorization to reduce retainage for the Contractor above: _____
Administrative Services

RESOLUTION NO. 6084

RESOLUTION APPROPRIATING \$2,539.50 FROM THE CHAMPAIGN COUNTY
HIGHWAY FACILITY CONSTRUCTION FUND FOR INVOICE #129222 FROM
BLDD ARCHITECTS

WHEREAS, the County of Champaign entered into an agreement with BLDD Architects of Champaign, Illinois in July 2005 for the purpose of Architectural/Engineering Services for the construction of a new Highway/Fleet Maintenance Facility; and

WHEREAS, the County Facilities committee recommended to the County Board approval of Invoice #129222 from BLDD Architects in the amount of \$2,539.50 for Professional Architect/Engineering Services rendered through June 1, 2007 per the said agreement.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve Invoice #129222 from BLDD Architects.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board

Champaign County
Brookens Administration Center
1776 E. Washington Street
Urbana, IL 61802
Attn: Mr. Denny Inman

June 18, 2007
Invoice No: 129222
Project No: 053015.900



Principals
L. Eugene Dillow, AIA
John R. Drayton, AIA
Michael E. Cardinal, AIA
Randall L. West, AIA
Samuel J. Johnson, AIA
Steven T. Oliver, AIA

Associates
Scott M. Likins, AIA
Bruce L. Maxey, AIA
Barbara Meek, AIA
Mark A. Ritz, AIA
Timothy J. McGrath, AIA
John S. Whitlock, AIA
R. Carson Durham, AIA

Re: Champaign Cty Fleet Maintenance Highway Facility Site Observation

For professional services rendered for the period April 30, 2007 to June 1, 2007

Hourly Not to Exceed Amount:	\$54,420.00
Previous Billed:	<u>\$5,189.58</u>
Balance In Contract:	\$49,230.42

Fee Charges

<u>Description</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Wakefield, Dan Y.	Architect II	80.00	26.00	\$2,080.00
Fuqua, Ryan D.	Arch. Intern III	70.00	0.50	<u>\$35.00</u>
Current Fee Charges				\$2,115.00

Consultant Expenses

<u>Consultant</u>	<u>Invoice #</u>	<u>Inv. Amt.</u>
GHR Engineers & Assoc.	0016256	424.50

TOTAL NOW DUE **\$2,539.50**

Due and payable upon receipt. Subject to finance charge of 1% per month after 30 days.

Over 75 Years of Architecture

100 merchant street
 decatur, illinois 62523
 phone 217 429-5105

2104 west springfield avenue
 champaign, illinois 61821
 phone 217 356-9606

115 west jefferson, suite 103
 bloomington, illinois 61701
 phone 309 828-5025

833 west jackson, suite 100
 chicago, illinois 60607
 phone 312 829-1987



ENGINEERS AND ASSOCIATES, INC.
Mechanical & Electrical Consulting Engineers

1615 South Neil St. • Champaign, IL 61820
Tel: (217) 356-0536 • Fax: (217) 356-1092
ksiuts@ghrinc.com • FEIN: 37-0860182

May 15, 2007
Project No: 6059.0000
Invoice No: 0016256

Mr. Mark Ritz
BLDD Architects, Inc.
2104 West Springfield
Champaign IL 61821

MAR

FUND

Project: 6059.0000 Champaign County Fleet Maint Facility

Professional Services: April 1, 2007 through April 28, 2007

Task: 003 Observation

Professional Personnel

		Hours	Rate	Amount
Employee				
Davis, Christopher R	04/04/07	2.00	70.75	141.50
Davis, Christopher R	04/18/07	2.00	70.75	141.50
Davis, Christopher R	04/25/07	1.00	70.75	70.75
Davis, Christopher R	04/26/07	1.00	70.75	70.75
Totals		6.00		424.50
Total Labor				424.50
			Total this task	\$424.50
			Total this invoice	\$424.50

Outstanding Invoices

Number	Date	Balance
0015115	03/15/06	1,099.00
0015960	02/06/07	673.80
0015961	02/06/07	430.00
0015962	02/06/07	7,697.50
0016051	03/12/07	283.00
0016172	04/18/07	566.00
Total		10,749.30

RESOLUTION NO. 6085

RESOLUTION APPROPRIATING \$6,300.00 FROM THE CHAMPAIGN COUNTY
HIGHWAY FACILITY CONSTRUCTION FUND FOR INVOICE #129223 FROM
BLDD ARCHITECTS

WHEREAS, the County of Champaign entered into an agreement with BLDD Architects of Champaign, Illinois in July 2005 for the purpose of Architectural/Engineering Services for the construction of a new Highway/Fleet Maintenance Facility; and

WHEREAS, BLDD Architects has submitted Invoice #129223 in the amount of \$6,300.00 for Professional Architect/Engineering Services rendered through June 1, 2007 per the said agreement.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve Invoice #129223 from BLDD Architects.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board

JUN 21 2007



Champaign County Highway Dept.
Brookens Administration Center
1776 E. Washington Street
Urbana, IL 61802
Attn: Denny Inman

June 18, 2007
Invoice No: 129223
Project No: 053015.400

Principals
L. Eugene Dillow, AIA
John R. Drayton, AIA
Michael E. Cardinal, AIA
Randall L. West, AIA
Samuel J. Johnson, AIA
Steven T. Oliver, AIA

Associates
Scott M. Likins, AIA
Bruce L. Maxey, AIA
Barbara Meek, AIA
Mark A. Ritz, AIA
Timothy J. McGrath, AIA
John S. Whitlock, AIA
R. Carson Durham, AIA

Re: Champaign Cty Fleet Maintenance Highway Facility

For professional services rendered for the period April 30, 2007 to June 1, 2007
for the referenced project.

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
PROGRAMMING	75,000.00	100.00%	75,000.00	75,000.00	0.00
SCHEMATIC DESIG	67,500.00	100.00%	67,500.00	67,500.00	0.00
DESGN DEVELPMNT	90,000.00	100.00%	90,000.00	90,000.00	0.00
CONST DOCUMENTS	180,000.00	100.00%	180,000.00	180,000.00	0.00
BID/NEGOTIATION	22,500.00	100.00%	22,500.00	22,500.00	0.00
CONST ADMIN	90,000.00	63.00%	56,700.00	50,400.00	6,300.00
Simplified Ener	1,396.00	100.00%	1,396.00	1,396.00	0.00
Total Fix Fee	526,396.00		493,096.00	486,796.00	6,300.00

Invoice Total \$6,300.00

Due and payable upon receipt. Subject to finance charge of 1% per month after 30 days.

Over 75 Years of Architecture

100 merchant street
decatur, illinois 62523
phone 217 429-5105

2104 west springfield avenue
champaign, illinois 61821
phone 217 356-9606

115 west jefferson, suite 103
bloomington, illinois 61701
phone 309 828-5025

833 west jackson, suite 100
chicago, illinois 60607
phone 312 829-1987

RESOLUTION NO. 6086

**RESOLUTION APPROPRIATING \$6,093.82 FROM THE COURTHOUSE
CONSTRUCTION/REMODELING FUND FOR PAYMENT OF INVOICE #1
FROM WHITE & BORGOGNONI ARCHITECTS**

WHEREAS, the 1901 Champaign County Courthouse, a facility the Champaign County Board is responsible to maintain, currently requires exterior masonry stabilization and restoration to ensure structural integrity and future use of the facility; and

WHEREAS, the County Board selected, through a competitive process, the firm of White & Borgognoni to provide the architectural services required for the exterior masonry stabilization and restoration and for the restoration of the clock and bell tower in March of 2007; and

WHEREAS, White & Borgognoni Architects has submitted invoice #1 in the amount of \$6,093.82 for Architectural Engineering Services provided through May 31, 2007; and

WHEREAS, invoice is for Reimbursable expenses.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve invoice #1 from White & Borgognoni Architects in the amount of \$6,093.82 for professional Architectural Engineering services rendered for the Champaign County Courthouse Masonry Stabilization & Restoration project.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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



May 30, 2007

Mr. Denny Inman, County Administrator
Champaign County Administrative Services
1776 E. Washington
Urbana, IL 61802

Re: Architectural/Engineering Services for:
Champaign County Courthouse Masonry Stabilization & Restoration Project

Dear Mr. Inman,

Enclosed please find our invoice with a back-up invoice from Midwest Restoration for labor and equipment rental which they provided for our recent field investigations at the courthouse.

Please note that the safety fence and steel posts (\$192.36) was not included in our breakdown of reimbursable expenses previously approved by the County. The fencing was put into place as part of the staging operations in preparation for the upcoming construction work. Also, please note that the equipment rental expense is slightly higher than originally budgeted (\$3501.46, rather than \$3,500.00).

If you have any questions or need additional information, please do not hesitate to contact me. Thank you for your assistance.

Sincerely,

White & Borgognoni Architects, P.C.

Gail White, AIA
Principal Architect

Encl.



May 31, 2007

Mr. Denny Inman, Co-County Administrator
Champaign County Administrative Services
1776 East Washington Street
Urbana, Illinois 61802

RE: Architectural Services for **Champaign County Courthouse Masonry Stabilization & Clock Tower Restoration.**

Invoice #1

Project #: 07-09-057/089

REIMBURSABLE EXPENSES

Midwest Restoration, Inc.
(See attached invoice)

\$ 6,093.82

TOTAL NOW DUE

\$ 6,093.82

THANK YOU.

Midwest Restoration, Inc.
 1130 North Main Street
 PO Box 344
 Paris, Illinois 61944-0344
 (217)465-5432 FAX (217)465-1906

Invoice #: 1.A
 Date: 5/25/2007
 Customer ID: 07-008

BILL TO:

 Champaign County Courthouse
 Attn: Bryan Cobin
 212 North Illinois Ave.
 Carbondale, IL 62901-1452

DESCRIPTION	BALANCE DUE
Masonry Restoration	
Labor – 4 days at \$600.00 per day	\$2,400.00
Safety fence and steel post (left on job site)	\$192.36
120 foot manlift rental (invoice enclosed)	<u>\$3,501.46</u>
	\$3,693.82
<p> Midwest Restoration, Inc. FEIN Number 37-1112623 </p>	

RESOLUTION NO. 6087

**RESOLUTION APPROPRIATING \$65,715.02 FROM THE COURTHOUSE
CONSTRUCTION/REMODELING FUND FOR PAYMENT OF INVOICE #2
FROM WHITE & BORGOGNONI ARCHITECTS**

WHEREAS, the 1901 Champaign County Courthouse, a facility the Champaign County Board is responsible to maintain, currently requires exterior masonry stabilization and restoration to ensure structural integrity and future use of the facility; and

WHEREAS, the County Board selected, through a competitive process, the firm of White & Borgognoni to provide the architectural services required for the exterior masonry stabilization and restoration and for the restoration of the clock and bell tower in March of 2007; and

WHEREAS, White & Borgognoni Architects has submitted invoice #2 in the amount of \$65,715.02 for Architectural Engineering Services provided through June 29, 2007; and

WHEREAS, invoice is itemized as follows: \$54,424.37 – Basic Services; \$11,290.65 – Reimbursable expenses.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approve invoice #2 from White & Borgognoni Architects in the amount of \$65,715.02 for professional Architectural Engineering services rendered for the Champaign County Courthouse Masonry Stabilization & Restoration project.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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



June 29, 2007

Mr. Demy Inman, Co-County Administrator
 Champaign County Administrative Services
 1776 East Washington Street
 Urbana, Illinois 61802

RE: Architectural Services for Champaign County Courthouse Masonry Stabilization & Clock Tower Restoration.

Invoice #2

Project #: 07-09-057/089

BASIC SERVICES

100%	Program Analysis	\$37,528.35
50%	Schematic Design	<u>\$16,896.02</u>
	Subtotal	\$54,424.37

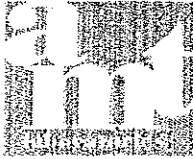
REIMBURSABLE EXPENSES

Misc. Plots/Blueprints	\$ 52.50
Photocopies	\$ 55.40
Mileage 2 trips	\$ 385.09
Per Diem Meals 4 persons/3 days	\$ 540.00
Per Diem Lodging 4 persons/3 days	\$ 1,236.00
Postage	\$ 6.89
Shipping	\$ 4.22
Long Distance	\$ 10.55
AMT Lab testing of mortar, sandstone and brick	<u>\$ 9,000.00</u>
Subtotal	\$11,290.65

05/30/07 Invoice #1 \$ 6,039.82

TOTAL NOW DUE \$71,754.84

THANK YOU.



AMT Laboratories • 3741 Greenway Circle • Lawrence, Kansas 66046 • (888) 376-3600

INVOICE

DATE: June 21, 2007

INVOICE NO.: 0704-04 CNS

BILL TO: Gail White, AIA, White and Borgognoni Architects, P.C., Phone 618-529-3691

PROJECT: Champaign County Courthouse, Urbana, IL

DATE: May 2007

SERVICES PERFORMED

Reviewed Background Material	
4 hours @ \$100 per hour	\$ 400.00
On-site Inspection of Conditions	
2 days @ \$800 per day	\$1600.00
Laboratory Testing	
Mortar Analysis	\$2000.00
Recommendations	
5 days @ \$800 per day	<u>\$4000.00</u>
TOTAL FOR SERVICES	\$8000.00

TRAVEL EXPENSES

Airfare	\$ 442.60
Rental Car	\$ 173.45
Gasoline	\$ 11.99
Lodging	\$ 392.88
Meals	\$ 91.03
Parking, Supplies	<u>\$ 17.66</u>
TOTAL TRAVEL EXPENSES	\$1129.81

TOTAL COST = \$9000.00

(Per agreement, total cost was not to exceed \$9000.00)

TERMS: PAYABLE UPON RECEIPT OF INVOICE

MAKE PAYABLE TO:

AMT Laboratories
3741 Greenway Circle
Lawrence, Kansas 66046

EIN 58-1530656

**WHITE & BORGOGNONI
ARCHITECTS, P. C.****PRINCIPALS:**

R. Gail White, AIA

William F. Borgognoni, AIA

Van V. Voyles, AIA

Scott L. Kuhlemeyer, AIA

FACSIMILE TRANSMITTAL

* * *

Date: June 29, 2007 Time: 10:15 am By: DD
 Fax #: 217.384.3896 # of Pages Transmitted: 3

PLEASE DELIVER IMMEDIATELY TO THE FOLLOWING NAMED RECIPIENT.

* * *

CONFIDENTIALITY NOTICE

The documents accompanying this fax transmission may contain confidential information. All information transmitted is intended only for use by the above-named recipient. If you are not the named recipient, you are not authorized to read, disclose, copy, distribute, or take any action in reliance on the information and any action other than immediate delivery to the named recipient is strictly prohibited. If you have received this fax in error, do not read the information and please immediately notify sender by telephone to arrange for return of the original documents. If you are the named recipient, you are not authorized to reveal any of this information to any other unauthorized person and are hereby instructed to destroy the information when no longer needed. If you did not receive all pages listed or if pages are not legible, please notify sender by phone.

07 09

* * *

PROJECT #: W&B 06-02-057/089

PROJECT: **Champaign County Courthouse Masonry Exterior
Stabilization and Restoration**TO: Denny Inman
Champaign County Administrative Services
Urbana, IL 61802

FOR YOUR: Review and Action

THE FOLLOWING:

COPIES	DATE	DESCRIPTION
1	06/29/07	Invoice #2
1	06/21/07	AMT Laboratories Invoice

REMARKS: Denny, please find the attached invoice for your review. A original will be mailed today. If you have any questions, please call.

BY: White & Borgognoni Architects, P.C.


Diana Davison
Account/Contract Administrator

212 N. Illinois Avenue
Carbondale, IL 62901-1452
Telephone: 618/529-3691
Fax: 618/529-2626

RESOLUTION NO. 6072

RESOLUTION APPROVING CONTRACT WITH XEROX FOR LEASE OF DIGITAL COPIER/PRINTERS WITH A SUPPLY/MAINTENANCE AGREEMENT

WHEREAS, the Champaign County Board contracts for copier/printing technology and services for the efficient operation of its offices; and

WHEREAS, the current copier services agreement for Champaign County expires on June 30, 2007; and

WHEREAS, Champaign County issued RFP 2007-001 – Rental of Digital Copier/Printers, on March 26, 2007, to obtain copier services for a five year period from July 1, 2007 through June 30, 2012; and

WHEREAS, on April 18, 2007, Champaign County received responses from four vendors to RFP 2007-001; and

WHEREAS, from May 21, 2007 to June 5, 2007, the County project team charged with responsibility for evaluating vendor responses and providing recommendation for award of contract attended on-site demonstration/presentations by each of the vendors who responded to RFP 2007-001; and

WHEREAS, based upon the terms of RFP 2007-001 and evaluation of the respondents, the County project team recommended award of contract to Xerox ; and

WHEREAS, the Policy, Personnel, and Appointments Committee approved the recommendation of the County project team to award the contract, pursuant to the terms and conditions of RFP2007-001, to Xerox.

NOW, THEREFORE BE IT RESOLVED by the County Board of Champaign County, Illinois, that the Contract between Champaign County, Illinois and Xerox for Lease of Digital Copier/Printer/Printers with a Supply Maintenance Agreement as documented in Appendix A of this Resolution is hereby approved; and

BE IT FURTHER RESOLVED by the County Board of Champaign County, Illinois, that C. Pius Weibel, County Board Chair, is hereby authorized to execute the Contract between Champaign County, Illinois and Xerox for Lease of Digital Copier/Printer/Printers with a Supply Maintenance Agreement, on behalf of the Champaign County Board.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July,
A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board

Champaign County, Illinois
Request for Proposal: 2007 – 001
Lease of Digital Copier / Printer / Printers with a Supply / Maintenance Agreement
Opening Date: April 11, 2007

XEROX

Please note that the following clarifications, attachments, and the attached Xerox Corporation 'Managed Services Agreement' are a part of our bid proposal. If any part of Xerox' response is in conflict with state law or contrary to your procurement policies, Xerox will enter into good faith negotiations in order to resolve any differences to the satisfaction of both parties.

Proposal Guidelines

1.2 Scope, New MFD's: The County will be the first user of equipment delivered under any resulting contract. Equipment will contain recycled content, which has been reprocessed to meet Xerox's equipment performance standards.

6.1 Pricing, Cost Per Copy: Equipment prices for each product offered will be structured as a base price that includes a monthly minimum copy allowance plus a copy charge for any copies run in excess of the monthly minimum copy allowance.

6.2 Similar Prices: Xerox warrants that prices offered to the County will be no greater than those offered to the Federal Government under the applicable General Services Supply Schedule.

If we reduce the GSA Supply Schedule Price, below the prices offered to the County, we will reduce the County' prices. Any such price reductions shall only apply to orders received by Xerox after the effective date of the price reduction. If Xerox inadvertently fails to notify the County of any applicable price reductions, Xerox will refund any excess payments resulting from its failure to provide timely notification of the price reduction.

6.9 Payment Discounts: Payment terms are net thirty (30) days.

11.8 Vendor's Agreement: Xerox's "Managed Services Agreement" is attached to this document.

18.6 Loss or Damage to the Equipment: Xerox shall be responsible for all risk of loss to the equipment, except for loss due to Customer's fault or negligence including loss due to fire, theft, or disappearance of the equipment.

21.2 Availability of funds: Xerox agrees with this provision with these stipulations:

- (a) You provide written notice 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, stating that your legislative body, though no action on your part, failed to appropriate funds for the next fiscal year.

- (b) You must also certify that the canceled Equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year.
- (c) In addition, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).

22.9 Audit Right: Xerox will make billing and service records available to the County within a reasonable period of time after receipt of written notice request such records.

22.12. & 22.12.3 Termination for Cause / 22.16 Default by Vendor / 22.18 Termination by the County, Termination for Cause: Xerox requests written notice of its default and a minimum of thirty (30) days to cure its performance before the State exercises its rights under this provision.

22.13 Termination for Convenience / 22.21 Cancellation, Termination for Convenience: Individual leases may not be cancelled without penalty until expiration. Early termination of the lease without cause will result in an early termination charge that is equal to the remaining balance, less any unearned charges, plus a reasonable disengagement charge calculated by Xerox.

22.17 Automatic Termination, a) & 28.18, Termination for Bankruptcy: Xerox agrees with this provision providing Xerox is in breach of its obligations under the contract.

22.3 Patents & Royalties: Xerox agrees to indemnify the Customer with the understanding that Xerox is promptly notified in writing and has sole control of the defense and settlement of such claims, suits, and actions, but Xerox' indemnity shall not apply to any infringement arising solely from the use or sale of equipment in combination with any device or Equipment not provided hereunder by Xerox, or to any infringement caused by modification of the Equipment by other than Xerox.

Indemnification: Xerox, to the extent permissible by law, submits the following with respect to Indemnity:

- (a) Xerox shall indemnify and hold the Customer, its officers, agents and employees harmless from and against all third party claims, damages, losses or causes of action for personal injury (including death) or damage to tangible property to the extent such injury or damage was found by a court or administrative agency of competent jurisdiction to have been proximately caused by Xerox' performance pursuant to this Contract. The foregoing indemnity is contingent upon Customer giving Xerox written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder and permits Xerox to control the defense of any such claim or action at Xerox' own expense. Notice shall be sent to "Corporate Risk, Xerox Corporation, Long Ridge Road, Stamford, Connecticut 06904."

Customer agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that Customer shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Xerox with all reasonable assistance which Xerox may require.

- (b) Except for indemnified matters and to the extent permitted by applicable law, all other liability of Xerox to the Customer for damages of any kind or type, including but not limited to direct, indirect, consequential, incidental, or special damages, arising from Xerox' performance or failure to perform under this Contract or by virtue of Xerox' tortious conduct (including negligence whether passive or active) shall be limited the amounts paid by Customer under this Agreement. Provided, however, that the foregoing limitation of liability shall not apply to claims by the Customer for damage to real or tangible property caused by Xerox' negligence.

23.12.10 County as an Additional Insured: Additional Insured: Except for indemnified matters, claims under this provision shall only apply to losses or claims resulting from Xerox fault or negligence.

25.6.3 Products Failure, Replacement: In the event an individual placement or a specific product fails to perform, Xerox will replace the individual placement or specific product with a new model at Xerox's expense. **Under no circumstances will Xerox provide a replacement model that is used, or that is not in excellent condition.**

26.1.2 Delivery Charges: Prices quoted include the cost of normal delivery of the equipment. The State will be responsible for any rigging charges associated with non-standard deliveries. If rigging charges apply, a quote will be provided to the State prior to delivery of the equipment.

26.1.3 Newly Manufactured & 26.1.7 General & Technical Requirements – Digital Copier / Printers: The County will be the first user of equipment delivered under any resulting contract. Equipment will contain recycled content, which has been reprocessed to meet Xerox's equipment performance standards.

26.1.5 Parts: Parts used to service the equipment will be either new or factory reprocessed by Xerox.

26.1.19 Staples & 26.6.3 Supplies, Staples: Staples will be billed in carton quantities.

26.1.21 Energy Star: Equipment offered are compliant with the energy star requirements in effect at the time the equipment was introduced in the United States.

26.6.6 Equipment Acceptance Testing: Acceptance of Equipment: Equipment will be considered accepted, upon installation of the equipment by the technician, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the Customer for use.

Xerox is aware of its obligation to perform under this contract. If Xerox cannot keep the equipment in good working order, at any time during the term of this Agreement, Xerox will replace the equipment with a new model at Xerox' expense. **Under no circumstances**

will Xerox provide a replacement model that is used, or that is not in excellent condition.

26.6.7.5 Loss or Damage to the Equipment: Xerox shall be responsible for all risk of loss to the equipment, except for loss due to Customer's fault or negligence including loss due to fire, theft, or disappearance of the equipment.

26.6.7.6 Pricing, Cost per Copy: Equipment prices for each product offered will be structured as a base price that includes a monthly minimum copy allowance plus a copy charge for any copies run in excess of the monthly minimum copy allowance.

26.6.7.9 Add / Delete Equipment: Equipment can be added to the fleet at any time. The lease term of any equipment added to the fleet will commence upon installation and run for 60 months from that date.

Individual leases may not be cancelled without penalty until expiration. Early termination of the lease without cause will result in an early termination charge that is equal to the remaining balance, less any unearned charges, plus a reasonable disengagement charge calculated by Xerox.

26.6.8 Upgrades: Equipment cannot be upgraded or downgraded without penalty until expiration of the lease.

26.6.10.6 Invoices: Xerox does not expect to invoice the County for services prior to the end of the month in which services were provided. In lieu of a penalty, Xerox requests that the invoice be sent to Xerox' local representative for resolution.

26.7.1 Customer Satisfaction Clause: Xerox will promptly replace any equipment with a new model at the County's request and Xerox' expense, if Xerox cannot keep the equipment in good working order and in conformance with the specifications of this RFP. Under no circumstances will Xerox provide a replacement model that is used, or that is not in excellent condition.

26.7.6 Loaners: A loaner will be provided if equipment is not returned to service after 2 business days. Xerox agrees to deliver an identical replacement model, which model will be in new and unused condition. If equipment is not repaired within two business days and a loaner is not provided, Xerox will issue a credit that is equal to 1/30th of the monthly base maintenance charge for each day beyond 2 business days that the equipment is not available for Customer use.

26.7.10 Requirements for Maintenance Support, Warranty Period & 26.7.11 Post Warranty Period: Please note that Xerox warrants individual products for the full term of the lease. If at any time during the lease, Xerox cannot keep the equipment in good working order, Xerox will replace the equipment with a new model at Xerox' expense. Under no circumstances will Xerox provide a replacement model that is used, or that is not in excellent condition.

26.7.13 Service Repairs: In the event Xerox fails to meet the four hour response time standard and such failure in any given month on any installation causes availability to fall below 95% Xerox proposes this remedy in lieu of LD's:

Xerox will issue a credit to the Customer for any machine which fails to perform at an effectiveness level of 95% during any month. The effectiveness level for a machine is computed by dividing the machine failure downtime by the total monthly available machine hours (168 hours per month).

The credit shall be a percentage amount of the fixed monthly lease maintenance component times the machine downtime percentage, which is determined by subtracting the actual equipment effectiveness level percentage attained above from 100%.

Example: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly Term Lease maintenance component; if the effectiveness level is 95% or higher, there is no credit due under this provision.

26.7.17 & 26.7.18 Loaners: A loaner, if available, will be provided if equipment is not returned to service after 2 business days. If equipment is not repaired within two business days and a loaner is not provided, Xerox will issue a credit that is equal to 1/30th of the monthly base maintenance charge for each day beyond 2 business days that the equipment is not available for Customer use.

26.7.23 Equipment Uptime and 26.7.26 LD's for Failure to Meet Response Time Standards: In lieu of a \$25 flat fee penalty for excessive downtime Xerox and a \$50 per occurrence penalty for failure to meet the 4 business hours service response time target offers this remedy:

Xerox will issue a credit to the Customer for any machine which fails to perform at an effectiveness level of 95% during any month. The effectiveness level for a machine is computed by dividing the machine failure downtime by the total monthly available machine hours (168 hours per month). The credit shall be a percentage amount of the fixed monthly lease maintenance component times the machine downtime percentage, which is determined by subtracting the actual equipment effectiveness level percentage attained above from 100%.

Example: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly Term Lease maintenance component; if the effectiveness level is 95% or higher, there is no credit due under this provision.

26.7.27 Chronic Problem machine Replacement: Please note that Xerox warrants individual products for the full term of the lease. If at any time during the lease, Xerox cannot keep the equipment in good working order, Xerox will replace the equipment with a new model at Xerox' expense. Under no circumstances will Xerox provide a replacement model that is used, or that is not in excellent condition.

26.8.7.14.6 Relocating Copier / Printers: Any transportation charges associated with the relocation of equipment will be borne by the County. Please note that the removal of any leased copier prior to expiration will result in an early termination charge that is equal to the remaining lease balance less any unearned charges plus a reasonable disengagement fee calculated by Xerox.

26.8.7.10.10 Risk of Loss or Damage: Xerox shall be responsible for all risk of loss to the equipment, except for loss due to Customer's fault or negligence including loss due to fire, theft, or disappearance of the equipment.

30.7.2 Add or Delete Items or Service within a Project: Equipment can be added to the fleet at any time. The lease term of any equipment added to the fleet will commence upon installation and run for 60 months from that date. In the event that Xerox releases a new model after the contract date, Customer will have the option of contracting for that equipment at the higher price point. Xerox agrees to offer the county the same discount on the higher price point for the new equipment.

Individual leases may not be cancelled without penalty until expiration. Early termination of the lease without cause will result in an early termination charge that is equal to the remaining balance, less any unearned charges, plus a reasonable disengagement charge calculated by Xerox.

Proposal Sheet / Criteria

1.9.2 Termination Charges: Individual leases may not be cancelled without penalty until expiration. Early termination of the lease without cause will result in an early termination charge that is equal to the remaining balance, less any unearned charges, plus a reasonable disengagement charge calculated by Xerox.

1.13.1 Manufacturer: Please note that Xerox produces the equipment it sells and services.

3.1 Servicing Entity: Please note that Xerox services the equipment it sells.

3.4.1.3 Preventive Maintenance: Xerox employees a servicing program known as total call where preventive maintenance is performed an every service call.

3.6.2 Warranty; 3.6.3 & 3.6.6 Warranty Coverage; 3.9.4.8 Warranty Period: Warranty commences upon installation of the leased equipment and continues until expiration of the lease.

3.7.3.1 Parts: Xerox will use new or reprocessed Xerox brand parts when repairing the equipment.

3.7.4.4 95% Uptime and 3.9.4.6 Failure to Meet 95% Uptime & 3.9.4.12 Xerox' Proposed Remedy for Failure to meet 95% Uptime Standard.: Xerox will issue a credit to the Customer for any machine which fails to perform at an effectiveness level of 95% during any month. The effectiveness level for a machine is computed by dividing the machine failure downtime by the total monthly available machine hours (168 hours per month). The credit shall be a percentage amount of the fixed monthly lease maintenance component times the machine downtime percentage, which is determined by subtracting the actual equipment effectiveness level percentage attained above from 100%.

Example: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly Term Lease maintenance component; if the effectiveness level is 95% or higher, there is no credit due under this provision.

3.7.4.6 Equipment Replacement & 3.8.5 Chronic Problem Equipment / 3.9.4.9 Replacement / 3.10.1 Replacement Policy: Please note that Xerox warrants individual products for the full term of the lease. If at any time during the lease, Xerox cannot keep the equipment in good working order, Xerox will replace the equipment with a new model at Xerox' expense. Under no circumstances will Xerox provide a replacement model that is used, or that is not in excellent condition.

3.9.4.1 Print Volumes During First 90 Days of Contract & Equipment Adjustments & 3.9.4.3: Once installed on lease individual placements may not be changed or replaced without penalty prior to expiration of the lease.

3.10.2.1 Loaners: A loaner, if available, will be provided if equipment is not returned to service after 2 business days. If equipment is not repaired within two business days and a loaner is not provided, Xerox will issue a credit that is equal to 1/30th of the monthly base maintenance charge for each day beyond 2 business days that the equipment is not available for Customer use.

6.1 Manufacturer: Please note that Xerox produces the equipment it sells and services.

6.1.7 Definition of New Equipment: Xerox will provide either Newly Manufactured or Factory Produced New Model Equipment. “Newly Manufactured”, is assembled for the first time and may contain some recycled components that are reconditioned

“Factory Produced New Model”, which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned.

6.1.17 Warranty Period: Warranty commences upon installation of the leased equipment and continues until expiration of the lease.

7. Cost per Copy: Equipment prices for each product offered will be structured as a base price that includes a monthly minimum copy allowance plus a copy charge for any copies run in excess of the monthly minimum copy allowance.

7.15 Maintenance Agreement: Lease and meter charges will include the cost of black toner, developers / cartridges, and fuser lubricants. The Customer will be responsible for paper and staples for finishers. The maintenance prices are built into our monthly lease charges and are fixed for the life of the lease and will not be subject to annual escalation.

Thank you for the opportunity to propose Xerox products and services.

Sincerely,

Business Services Executive
Xerox Corporation

THIS MANAGED SERVICES AGREEMENT ("Agreement" or "MSA"), which bears MSA No. _____, is entered by and between the County of Champaign ("Customer") and Xerox Corporation ("Xerox").

1. SCOPE AND DEFINITIONS. The acquisition of Offerings, as defined below, by Customer hereunder is subject to the prices and terms and conditions set forth herein and each Managed Services Order ("MSO") and Statement of Work ("SOW") that references this MSA.

- a. "Services" are collectively managed services (e.g. copy center and mailroom services), consultative services and/or Xerox Quoted Offerings. "Xerox Quoted Offerings" may be any combination of professional services provided hereunder, including, but not limited to, assessment, office document, network, integration, implementation, help desk, and asset management services. Services may also include (i) Xerox-brand equipment ("Equipment") and Xerox-brand software ("Software"); (ii) third party hardware ("Third Party Hardware") and/or third party software ("Third Party Software") (collectively, "Third Party Products"); and/or (iii) Basic Services, as set forth herein, for Equipment and/or equipment maintenance for Third Party Hardware.
- b. "Deliverables" include, but are not limited to, Products, Output of Services, Assessments and Documentation. As used herein, (i) "Products" refers collectively to supplies, maintenance, Equipment, Software and Third Party Products hereunder; (ii) "Output of Services" constitute electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but shall not include software; (iii) "Customer Content" consists of documents, materials and data provided in hard copy or electronic format by Customer to Xerox containing information of Customer and/or Customer's clients that must be disclosed to Xerox to enable the performance of Services hereunder; (iv) "Assessments" are assessment and recommendation reports created as a result of Xerox performance of assessment services; and, (v) "Documentation" shall mean all manuals, brochures, specifications, information and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Offerings.
- c. "Staffing and Management Services" are the personnel provided hereunder by Xerox to perform and/or manage Services.
- d. Services, Staffing and Management Services and Products are referred to collectively as "Offerings".

2. ORDERS.

- a. Services and Deliverables provided by Xerox will be set forth in one or more MSOs or SOWs, as applicable, which will be mutually agreed upon and signed by the parties. Customer may also issue purchase orders to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address, Offering description and term, and applicable Trade-In Equipment. Such purchase orders shall incorporate and be subject solely to this MSA's terms and conditions, notwithstanding anything contained in any such purchase order at variance with or in addition to this MSA or any MSO or SOW hereunder. Any MSO, SOW or Customer-issued purchase order shall be an individual order ("Order") hereunder and, irrespective of its form, must reference this MSA's contract number.
- b. Orders may be submitted via hard copy or electronic means and those submitted electronically by Customer shall be considered for all purposes to (i) be a "writing" or "in writing"; (ii) be "signed"; (iii) constitute an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) be valid and enforceable.

3. TERM.

- a. This MSA shall commence on the date it is accepted by Xerox and shall end when either party exercises its right to terminate this MSA upon not less than ninety (90) days prior written notice to the other party. In the event either party elects to terminate this MSA, each Order hereunder shall remain in full force and effect until the end of its term (including any renewals or extensions thereto), or it is terminated and shall at all times be governed by the terms and conditions of this MSA as if it were still in effect.
- b. The term of each Offering, unless otherwise stated in the applicable Order, shall commence upon the installation date of each Product or commencement of each Service or Staffing and Management Service, as applicable, and shall continue for the term stated. If an Offering is terminated, the term of any remaining Offerings shall continue unaltered.
- c. Except as otherwise set forth in a SOW, unless either party provides notice at least thirty (30) days before the end of the term of an Offering hereunder of its intention not to renew, and subject to the terms of the applicable Order, it will continue on a month-to-month basis at the same price and on the same terms and conditions and, during said continuation period, either party may terminate the continued Offering on at least thirty (30) days notice. Notwithstanding the foregoing, Xerox shall notify Customer at least thirty (30) days prior to the expiration of each Equipment maintenance Order. Said Order will automatically renew at Xerox's then-current pricing for a term equal to the initial term unless either party provides written cancellation notice prior to expiration.

4. ELIGIBLE SUBSIDIARIES. Xerox will also provide Offerings subject to this MSA to Customer's domestic subsidiaries and affiliates of which more than fifty percent (50%) of the stock entitled to vote for election of members to such subsidiary's or affiliate's Board of Directors is owned by Customer ("Eligible Subsidiaries"). If an Eligible Subsidiary submits an Order Document hereunder, it shall be the "Customer" for the purposes of the resulting Order. In the event of divestiture of an Eligible Subsidiary, Customer shall notify Xerox and order-taking under this MSA shall terminate immediately with respect to such divested entity; however, Offerings installed at such divested entity under an Order shall retain the pricing and terms and conditions thereof until the Offering's initial term expires.

5. PERFORMANCE OF SERVICES, PERSONNEL AND FACILITIES.

- a. Xerox agrees to comply with Customer's internal policies provided to Xerox by Customer in writing with respect to security and safety that are reasonable and customary under the circumstances and which do not conflict with this MSA. Customer agrees to provide Xerox with reasonable prior notice of such policies and any changes thereto.
- b. It is agreed that neither party shall, directly or indirectly, actively solicit the employment of members of the other party's staff, including Xerox's agents, during the term of this MSA and for a period of one (1) year thereafter. Employees and agents of Xerox shall be subject to this clause only if they are providing Services under this MSA, or are supervisors of Xerox's employees or agents who are providing such Services. Employment arising from inquiries received via advertisements in newspapers of general circulation, job fairs or unsolicited resumes or applications for employment shall not be considered active solicitation. It is further agreed that in the event of violation of this restriction, the sole remedy of a party shall be to require the defaulting party to make payment, as liquidated damages and not as a penalty, in an amount equal to the individual's then current annual salary (or in the case of an agent, the amount of fees paid for such agent in the past twelve (12) months), which would be payable within thirty (30) days of the start date of the employee or agent.
- c. Xerox will be an independent contractor hereunder and not Customer's employee or agent. Customer agrees its facilities at which the Services are performed will fully comply with all applicable laws and regulations, including, but not limited to, OSHA.

6. CUSTOMER ASSETS, EQUIPMENT AND SOFTWARE.

- a. During the term of an Order, Customer shall permit Xerox and its agents to use or access, and shall grant or transfer sufficient rights to enable Xerox and its agents to use or access, all hardware, software and/or work space owned, leased, rented, licensed and/or controlled by Customer, and any services utilized by Customer (collectively "Customer Assets"), and Customer Content, that Xerox needs to use or access to enable Xerox to perform any of the Services subject to an Order. Customer is solely responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so. Customer shall acquire and/or continue, at Customer's sole expense, maintenance and repair service contracts for all Customer Assets that Customer permits Xerox to use or access hereunder. Customer shall inform its service providers of Xerox's authority to request maintenance and repair services and shall direct them to respond to Xerox's requests for the same.
- b. If Customer revises or removes Products and Xerox advises Customer that the remaining Products are not sufficient to enable Xerox to provide Services, Xerox shall have no liability for the failure to provide such Services. For California locations, Customer agrees to legally dispose of all hazardous wastes generated from the use of Third Party Hardware and supplies.
- c. Title to Equipment and Third Party Hardware acquired through any MSO or MSO-related Customer purchase order shall remain with Xerox until Customer purchases same and, until such Equipment or Third Party Hardware is purchased by Customer, Customer agrees that: (i) it shall remain personal property; (ii) Customer will not attach it as a fixture to any real estate; (iii) Customer will not pledge, sub-lease or part with possession of it or file or permit to be filed any lien against it; (iv) Customer will not make any permanent alterations to it; and, (v) all relocations of it must be arranged (or approved in advance) by Xerox. Customer is not entitled to purchase any Equipment or Third Party Hardware provided under any SOW except as set forth therein. While Equipment and Third Party Hardware is being relocated, Customer remains responsible to make all payments required under the applicable Order to Xerox. Neither Equipment nor Third Party Hardware can be relocated outside of the United States, its territories or possessions until Customer has paid in full for it and has received title thereto. If Customer acquires title to Equipment or Third Party Hardware, Customer must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software. The risk of loss for Equipment and Third Party Hardware shall pass to Customer upon delivery. Unless otherwise agreed to by the parties in a SOW, Customer agrees to use Equipment and Third Party Hardware in accordance with, and to perform all operator maintenance procedures for it set forth in, the applicable product manuals therefor. All parts/materials replaced, including as part of an upgrade, will become Xerox's property. Products that become no longer generally commercially available may be withdrawn from future order-taking by Xerox. Xerox may add Products to this Agreement for order-taking. Customer represents that Products are being ordered for Customer's own business use (rather than resale) and that they will not be used for personal, household or family purposes.
- d. Customer hereby authorizes Xerox or its agents to file, by any permissible means, financing statements necessary to protect Xerox's rights in the Equipment or Third Party Hardware. Xerox, on Customer's behalf and at Customer's expense, may take any action required to be taken by Customer that Customer fails to take under an Order for Equipment or Third Party Hardware.

7. SERVICES AND THIRD PARTY PRODUCT GUARANTEE / WARRANTY / WARRANTY LIMITATIONS, AND WARRANTY DISCLAIMER/ WAIVER.

- a. **SERVICES GUARANTEE.** Xerox will provide the Services set forth in each Order and if the Services do not meet the service levels set forth therein during its term, Customer agrees to notify Xerox in writing detailing its concerns in that regard. No later than ten (10) days following Xerox's receipt of said notice, Xerox and Customer agree to meet, clarify the Customer's concern(s) and begin to develop a corrective action plan ("Plan") to remedy such alleged non-compliance. As Customer's exclusive remedy for Xerox's non-compliance, Xerox, within sixty (60) days of finalizing the Plan or a time period as otherwise agreed to in writing by the parties, will then either modify such Services so they are compliant with such SOW or re-do the work at no additional charge.
- b. **SERVICES WARRANTY.** Xerox represents and warrants to Customer that the Services will be performed in a skillful and workmanlike manner; provided however, in no event will Xerox be responsible for any failure to perform Services if the failure is caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the

minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use, access and/or modify Customer Assets constituting hardware and software, including software owned or licensed by Customer, and/or Customer Content as necessary for the provision of Services.

- c. **WARRANTY DISCLAIMER AND WAIVER FOR SERVICES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THEREFOR AND XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.
- d. FOR THIRD PARTY PRODUCTS SELECTED SOLELY BY XEROX FOR AN ORDER, XEROX WARRANTS THEY WILL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH APPLICABLE SERVICE LEVELS IN THE SOW. IF, WITHIN A REASONABLE TIME AFTER PROVISION OF SUCH THIRD PARTY PRODUCTS, SUCH SERVICE LEVELS CANNOT BE BROUGHT INTO SUBSTANTIAL CONFORMANCE WITH THOSE IN THE SOW AND SUCH NON-CONFORMANCE IS A RESULT OF XEROX'S USE OF SUCH THIRD PARTY PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY FOR THE FOREGOING WARRANTY IS TO RECEIVE A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING THIRD PARTY PRODUCTS UPON THE RETURN THEREOF TO XEROX. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AS WELL AS FOR MAINTENANCE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS ANY OTHER WARRANTY PERTAINING OR RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY THEREOF WITH CUSTOMER'S SYSTEMS. XEROX WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO IT BY THE MANUFACTURER OR LICENSOR OF THIRD PARTY PRODUCTS TO THE EXTENT PERMISSIBLE. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FOR THIRD PARTY PRODUCTS NOT SELECTED SOLELY BY XEROX.
- e. THE WARRANTIES AND GUARANTEES SET FORTH IN THIS SECTION OF THE MSA ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSE IN THE SYSTEMS ENVIRONMENT FOR WHICH THEY WERE ORIGINALLY DESIGNED AND SHALL NOT APPLY TO SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX.)

8. PRICING.

- a. Pricing shall be as set forth in an Order. Any pricing exhibit ("Pricing Exhibit") attached hereto or to an Order shall contain the ten (10) digit contract number ("Contract Number"), term, amount of each monthly charge ("Monthly Minimum Charge" or "MMC") and Print Charges applicable to Equipment ordered hereunder. The MMC, along with any additional Print Charges, covers Customer's monthly cost for the Offerings. The MMC may also include, but not be limited to, lease buyout funds or monthly equipment component amounts from previous contracts, amounts being financed or refinanced, analyst services and/or customer training services. One-time items ("One-Time Items") are billed separately from the MMC.
- b. Pricing for fixed Equipment price plans set forth on a Pricing Exhibit will not increase during the order-taking term indicated on said Exhibit and will remain fixed during the initial term of the Product ordered. Fixed pricing for other Offerings, as agreed to in an Order, will not increase during the initial term of the applicable Offering. Except for said fixed Equipment price plans or fixed pricing agreed to in an Order, Xerox may, upon thirty (30) days prior written notice, adjust prices in the twelfth (12th) month of the term of an individual Offering, and no more often than annually thereafter with each price adjustment not exceeding ten percent (10%).
- c. Pricing set forth in an Order for Services is based upon shared information believed to be complete and accurate. If such information should prove to be incomplete or inaccurate in any material respect, or Customer requests any changes or additions to an Order, the parties will negotiate in good faith to make appropriate adjustments to the Order (including pricing).
- d. If Xerox provides or installs Offerings partially and/or early, Xerox will bill Customer on a pro-rata basis, based on a thirty (30) day billing month, and the terms and conditions of this MSA will apply. Services requested outside of Customer's standard working hours will be billed at Xerox's then prevailing overtime rates.
- e. Xerox will be responsible for all standard delivery and removal charges for Equipment and Third Party Hardware. Customer will be responsible for any non-standard delivery and removal charges.

9. PAYMENT, CREDIT AND TAXES.

- a. **PAYMENT.** Invoices are payable upon receipt and Customer agrees to pay Xerox all sums due hereunder no later thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments will not reduce Customer's obligations. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.
- b. **TAXES.** Customer shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless Customer provides proof of Customer's tax-exempt status. "Taxes" shall mean any tax, assessment, or charge imposed or

collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this MSA or any Order hereunder or the amounts payable to Xerox by Customer for the billing of Offerings of any kind. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any personal property taxes for Equipment leased hereunder and taxes on Xerox's net income. If a taxing authority determines Xerox did not collect all applicable Taxes, Customer shall remain liable to Xerox for such additional Taxes.

10. TERMINATION AND DEFAULT.

- a. Equipment, Software and / or Third Party Products are excluded from the definition of "Services" for the purposes of subsection b. of this Section titled "TERMINATION AND DEFAULT" and their early termination is governed by the provisions in subsection c.
- b. Except as otherwise set forth in a SOW, upon ninety (90) days prior written notice to Xerox, Customer may terminate or reduce any Services or Staffing & Management Services without incurring Early Termination Charges ("ETCs"). Notwithstanding the foregoing sentence, if any Services or Staffing & Management Services are terminated: (i) by Xerox due to Customer's default; or (ii) by Customer, and Customer acquires Services or Staffing and Management Services from another supplier within six (6) months of the termination of such Services or Staffing & Management Services, then Customer agrees to pay all amounts due Xerox as of the termination date, together with liquidated damages, for loss of bargain and not as a penalty (in the form of ETCs), equal to the then current MMC for said terminated or reduced Services or Staffing & Management Services multiplied by the number of months remaining in their term, not to exceed six (6) months.
- c. Prior to the expiration of the term of Equipment, Software and/or Third Party Products in and as proscribed by the applicable Order, if: (i) Customer terminates Equipment, Software and/or Third Party Products, (ii) Customer requires that a unit of Equipment or Third Party Hardware be replaced (e.g., traded-in), or (iii) Xerox terminates Equipment, Software and/or Third Party Products due to Customer's default, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (A) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (B) the remaining MMCs in the term of the Equipment, Software and/or Third Party Products less any unearned finance, maintenance, and supply charges; (C) for Equipment and Third Party Hardware, a reasonable disengagement fee calculated by Xerox that will not exceed fifteen percent (15%) of the amount in (B) above (said amount is available from Xerox upon request); and, (D) all applicable Taxes. In addition to paying the amounts required in the preceding sentence if Customer defaults, Customer shall either make the subject Equipment, Software and/or Third Party Products available for removal by Xerox when requested to do so by Xerox and, at the time of removal, such Equipment, Software and/or Third Party Products will be in the same condition as when delivered, reasonable wear and tear excepted, or, for Equipment or Third Party Hardware, purchase the subject Equipment or Third Party Hardware "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment or Third Party Hardware at the conclusion of its term and all applicable Taxes.

11. LATE CHARGES AND DEFAULT.

- a. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and Customer agrees to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.
- b. Customer will be in default under an Order if Xerox does not receive any payment within fifteen (15) days after the date it is due or if Customer breaches any other obligation hereunder. In the event of a default by Customer under an Order, Xerox, in addition to its other remedies, may require payment of interest on all amounts due under such Order from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law).
- c. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if Customer defaults under this MSA or an Order written hereunder, Customer agrees to pay all of the costs Xerox incurs to enforce its rights against Customer, including reasonable attorneys' fees and actual costs.

12. CONFIDENTIAL INFORMATION.

- a. While Xerox is providing Services hereunder, each party will disclose to the other certain business information identified as confidential ("Confidential Information"). Customer Content shall be considered Customer's Confidential Information and the terms and conditions of this MSA, and any Orders, SOWs, attachments, exhibits and amendments hereto, as well as Xerox Tools, Developments and Pre-Existing Work, shall be considered Xerox's Confidential Information. As used herein, (i) "Developments" are items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing Services, and (ii) "Pre-existing Work" are those items used or incorporated into a Deliverable, including, but not limited to, any computer programs, code, processes, operations and procedures manuals, routines, algorithms, or other materials, that are developed or acquired by Xerox independent of performing the Services and modifications, enhancements, improvements and derivative works thereof (Developments and Pre-Existing Work are, collectively, "Xerox Work"). "Xerox Tools" means certain proprietary tools used by Xerox to provide Services and any modifications, enhancements, improvements and derivative works thereof.
- b. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the

possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth above shall terminate one (1) year after expiration or termination of this MSA or any Order under which such Confidential Information was disclosed, whichever occurs later; provided however, for Xerox Work and Xerox Tools, confidentiality obligations with respect thereto shall not terminate unless (i), (ii) or (iii) in the preceding sentence of this Section becomes applicable thereto. The parties do not intend for Customer to disclose hereunder confidential technical information, which includes, but is not limited to, computer programs, source code, and algorithms, and Customer will only disclose the same under provisions of a separate agreement. Upon the expiration or termination of this MSA, each party shall return to the other or, if so requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive the termination of this MSA and the Orders entered hereunder.

13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the Customer Content and Customer Assets or otherwise has the right to authorize Xerox to perform the Services hereunder. Customer represents and warrants the Customer Content does not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX WORK.** Xerox, its employees, agents and/or licensors shall at all times retain all rights to the Xerox Work and, except as expressly set forth herein, no rights to Xerox Work are granted to Customer.
- c. **OUTPUT OF SERVICES.** Output of Services is the sole and exclusive property of Customer and Xerox shall gain no rights therein, except as may be required for Xerox to perform Services pursuant to an Order. Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. Xerox reserves the right to revoke such rights if Customer fails to pay for such Services, or otherwise defaults under this MSA.
- d. **LIMITED USE GRANTS.** Xerox grants Customer a non-exclusive, perpetual (subject to revocation for default under this MSA), fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for Customer's customary business purposes, and not for resale, license and/or distribution outside of Customer's organization. Customer agrees not to decompile or reverse engineer any Xerox Work.
- e. **THIRD PARTY SOFTWARE.** Third Party Software constituting a Deliverable and, if applicable, support therefor, is provided pursuant to the terms of the third party's customary end user license agreement and/or support agreement.
- f. **LIMITED SUBLICENSING GRANTS.** Customer may not sublicense any rights granted to it hereunder, but may authorize a third party ("Customer Designee") to use any of the rights granted to Customer under this MSA, solely for the benefit of Customer and Customer's internal business purposes. Customer agrees that any Customer Designee operating or maintaining the delivered solution shall be subject to written confidentiality obligations with respect to Confidential Information that shall be no less restrictive than those set forth in this MSA.
- g. **LIMITED LICENSE TO ASSESSMENTS.** Customer may duplicate and distribute Assessments only for Customer's internal business purposes. Any recommendations, assessments and processes described in Assessments may only be implemented by Xerox for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- h. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this MSA, no other rights or licenses are granted to Customer. Further, the rights granted to Customer under subsections d. and/or g. in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
- i. **XEROX TOOLS.** Customer agrees that Customer shall have no rights to use, access or operate Xerox Tools. Xerox Tools will be installed and operated only by Xerox. Customer will have access to data and reports generated by Xerox Tools and stored in a provided database to the extent set forth in the applicable SOW, which shall be Output of Services. All Xerox Tools may be removed at Xerox's sole discretion. Customer acknowledges that Xerox does not license Xerox Tools separate and apart from the provision of Services associated with the use of Xerox Tools.

14. INDEMNIFICATION.

- a. Each party, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other (including its directors, officers, employees and agents) from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or tangible property damage to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this MSA or any Order entered hereunder. The indemnifying party is not responsible for any litigation expenses or settlements of the other party unless the indemnifying party pre-approves them in writing.
- b. Xerox, at its expense, if promptly notified by Customer and given the right to control the defense, will defend Customer (including its directors, officers, employees and agents) from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in i. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing.
 - i. Excluded from Xerox's obligations under b. above, and with respect to which Customer, at its expense, will defend Xerox (including its directors, officers, employees and agents) from, and pay any settlement agreed to by Customer or any ultimate judgment for, are claims arising from or relating to: (A) Services performed using Customer Assets and/or Customer Content for which Customer failed to provide to Xerox sufficient rights; (B) Services performed, or Deliverables provided, to Customer's specification or design, (C) infringement resulting from or caused by Customer's misuse or unauthorized modification of systems or product; (D) use of Services or Deliverables in combination with other products, services or data streams not

provided by Xerox if such combination forms the basis of such claim; (E) Customer's failure to use corrections or enhancements to the Services or Deliverables provided by Xerox, or (F) Customer provision to Xerox of material for duplication in violation of the copyright of a third party and it is agreed and understood by the parties that, under this MSA or any Order entered hereunder, Xerox is not undertaking, and will not undertake, any obligation or duty of any kind or type to determine or ascertain whether material provided to it for duplication may be duplicated without violating a third party's copyright therein. Customer is not responsible for any non-Customer litigation expenses or settlements unless Customer pre-approves them in writing.

- ii. If the use of the Services or Deliverables (excluding Third Party Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and its sole expense, exercise any or all of following remedies: (A) obtain for Customer the right to continue to use such Services or Deliverables; (B) modify such Services or Deliverables so they are non-infringing and in compliance with the applicable Order; (C) replace such Services or Deliverables with non-infringing ones that comply with the applicable Order; or (D) terminate such infringing Services, accept the return of such infringing Deliverables and refund to Customer any amount paid for the infringing item, less net benefits realized.

15. LIMITATION OF LIABILITY. Xerox shall not be liable to Customer, in the aggregate, for any direct damages in excess of the amounts paid by Customer to Xerox during the twelve (12) months prior to the claim pursuant to the Order under which the claim arose or \$50,000, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this MSA or any Order entered hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability shall not be applicable to any specific indemnification obligations set forth in this MSA.

16. ASSIGNMENT.

- a. If Customer wishes to assign any of its rights or obligations under this MSA or an Order hereunder, Customer shall provide written request to Xerox, which includes the name of the proposed Customer assignee. Such request will be granted by Xerox if: (i) Customer is not in default hereunder or under another agreement with Xerox; (ii) the proposed Customer assignee authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies; (iii) the proposed Customer assignee meets Xerox's then-current credit criteria for similar transactions as determined by Xerox in its sole discretion; and; (iv) the Customer and proposed Customer assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by Customer requires the written consent of Xerox and may not be accomplished by operation of law.
- b. Xerox may assign this MSA, or any Order hereunder, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to or consent from Customer, provided, however, any proposed assignment to a person or entity not identified previously in this sentence shall require Customer's prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox, without notice to Customer, may release information it has about Customer related to this MSA. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. Customer shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Basic Services, and Customer hereby waives and releases any assignees of Xerox from any claim relating to, or arising from, the performance of Xerox's obligations hereunder. Customer shall not assert any defense, counterclaim or setoff that it may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, Customer shall remit payments due in accordance with remittance instructions of the assignee.

17. NOTICES.

- a. Except as provided elsewhere in this MSA, all notices issued hereunder must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices under this MSA and are governed by provisions relating specifically thereto.
- b. Except as set forth in c. below, notices shall be sent to Customer's or Xerox's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for Customer, the "Bill To" address set forth in an Order and, for Xerox, the inquiry address set forth on the most recent invoice to Customer for the subject Order.
- c. Notices advising a party of a default (other than a default related to payment under this MSA or an Order, which shall be sent to the applicable address in b. above), or of an obligation under an indemnification provision hereunder shall be sent to a party at the party's following address or such other address as a party designates to the other in writing, including any change of address:

To Customer:

To Xerox:

Office of General Counsel
Xerox Corporation
800 Long Ridge Road
P. O. Box 1600
Stamford, CT 06904

18. FORCE MAJEURE. Xerox shall not be liable to Customer during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation or an order or a

rule or regulation of a governmental entity. In such event, Xerox shall undertake reasonable action to notify Customer of same. If any circumstance subject to this Section results in any unit of Equipment to be non-functioning for thirty (30) business days, Customer may terminate the non-functioning unit of Equipment and other than payment of amounts due and owing through the date such Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment.

19. REPRESENTATIONS, WARRANTIES AND COVENANTS. Each party represents that, as of the date of this MSA, it has the lawful power and authority to enter into this MSA, the individuals signing this MSA or an Order are duly authorized to do so on its behalf and, by entering into this MSA, it will not violate any law or other agreement to which it is a party. In addition, Customer is not aware of anything that will have a material negative effect on its ability to satisfy Customer's payment obligations under this MSA and all financial information Customer has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party agrees it will promptly notify the other party in writing of a change in ownership, if it relocates its principal place of business or changes the name of its business.

20. MISCELLANEOUS.

- a. This MSA and any Order hereunder shall be construed under the laws of the State of Illinois (without regard to conflict-of-law principles). Customer and Xerox agree to the jurisdiction and venue of the federal and state courts in Champaign County, Illinois. In any action to enforce this MSA or any Order hereunder, the parties agree to waive their right to a jury trial. If a court finds any term of this MSA or an Order hereunder to be unenforceable, the remaining terms of this MSA or such Order shall remain in effect.
- b. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this MSA and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said MSA or Order. This MSA may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. In addition, both parties may retain a reproduction of each Order hereunder which shall be admissible in any action to enforce said Order, but only the Order held by Xerox shall be considered an original.
- c. Xerox may accept this MSA or any Order hereunder either by its signature or by commencing performance (e.g., Equipment delivery, initiating Basic Services, commencement of Services, etc.).
- d. The following four sentences control over every other part of this MSA and any Order entered into hereunder and over all other documents now or later pertaining to this MSA or such Order. Customer and Xerox both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of this MSA or any Order that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this MSA or any Order to the maximum amount allowed under the legal limit. If in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed hereunder or any Order hereunder, or refunded to Customer.

FOR ANY EQUIPMENT AND/OR SOFTWARE ORDERED BY CUSTOMER, OR SUPPLIED AS PART OF ANY SERVICES HEREUNDER, SECTIONS 21. THROUGH 30. SHALL APPLY IN ADDITION TO SECTIONS 1 THROUGH 20.

21. VOLUME REVIEW. At Customer's request, the parties may meet annually to review the volume of prints for Equipment for the previous twelve (12) months under one or more Orders based on reporting provided by Xerox. Based on said review, the parties may mutually agree to revise the Prints Included in Minimum and the associated MMC in said Order(s).

22. TOTAL SATISFACTION GUARANTEE. If Customer is not totally satisfied with any Equipment delivered under this Agreement, Xerox will, at Customer's request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities. This guarantee will be effective during the initial term (up to a period of sixty (60) months) of the Equipment specified on an Order and applies only to Equipment which has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance plan (i.e., contract for Basic Services), and is not applicable to Equipment damaged or destroyed due to an act of God.

23. BASIC SERVICES. Unless otherwise stated, Xerox (or a designated servicer) will provide the following Basic Services, which may also be referred to as "Break/Fix Services", under an Order for Equipment (unless Customer is acquiring Equipment for which Xerox does not offer Basic Services; such Equipment to be designated as "No Svc.")

- a. **REPAIRS & PARTS.** Xerox will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
- b. **HOURS & EXCLUSIONS.** Unless otherwise stated, Basic Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. Customer agrees to give Xerox reasonable access to the Equipment. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected

products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).

- c. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must conform to Xerox's published requirements throughout the term of an Order. If applicable, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, Xerox may estimate them and bill Customer accordingly.
- d. **EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described above, Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Basic Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If the replacement product is provided pursuant to this Section, there shall be no additional charge for Basic Services during the initial term of the applicable Order and the replacement product shall be subject to the terms and conditions of the MSA. The end of service ("EOS") date for a particular model of EOS Equipment is the date after which Xerox has no obligation to maintain such model of EOS Equipment. Notwithstanding anything to the contrary herein, Xerox shall have no obligation to replace such EOS Equipment. An EOS Date Equipment List is available upon request.
- e. **CARTRIDGE PRODUCTS.** If Xerox is providing Basic Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment.
- f. **PC/WORKSTATION REQUIREMENTS.** In order to receive Basic Services and/or Software Support for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (i) has been provided by Xerox or (ii) meets Xerox's published specifications.

24. CONSUMABLE SUPPLIES INCLUDED (IN MONTHLY MINIMUM / PRINT CHARGES). For Equipment Orders that include consumable supplies in

the Print Charges, Xerox (or a designated servicer) will provide Customer with black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser agent ("Consumable Supplies") throughout the term of the Equipment Order. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies shall also include, as applicable, color toner and developer. Customer agrees that the Consumable Supplies are Xerox's property until used by Customer, that Customer will use them only with the Equipment under the applicable Order, that Customer will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point and that Customer will either return any unused Consumable Supplies to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, at the end of the term of the applicable Equipment Order or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published Consumable Supplies yields for these items by more than ten percent (10%), Customer agrees that Xerox shall have the right to charge Customer for any such excess usage. When requested by Xerox, Customer shall provide an inventory of Consumable Supplies in its possession and meter readings.

25. CARTRIDGES. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge. Cartridges sold as Environmental Partnership ("EP") Cartridges remain the property of Xerox. Customer agrees that it shall return all EP Cartridges and may return other Cartridges to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, for remanufacturing once such Cartridges cease functioning.

26. EQUIPMENT STATUS. Unless Customer is acquiring Previously Installed Equipment, Equipment will be either: (a) "Newly Manufactured", which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or, (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations to the status of Third Party Hardware.

27. EARLY TERMINATION.

- a. If Equipment has been replaced by Xerox under the "Equipment Replacement" provision of the Section titled "BASIC SERVICES" herein and Xerox is unable to maintain the replacement Equipment, then Customer may terminate said unit of Equipment and other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment.
- b. If a significant business downturn causes the Customer to close its business and liquidate its assets due to Customer's bankruptcy or an assignment of its business to creditors is made, Customer may terminate one or more units of Equipment and, other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment if it is returned to Xerox in the same condition as when delivered, reasonable wear and tear excepted.

28. SOFTWARE TERMS:

- a. **SOFTWARE LICENSE.** The following terms apply to copyrighted Software and the accompanying documentation, including, but not limited to, operating system Software, provided with or within the Equipment acquired hereunder ("Base Software") as well as Software specifically set out as "Application Software" on an Order. This license does not apply to any Diagnostic Software, any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement including, but not limited to any operating system software for Third Party Hardware.
 - i. Xerox grants Customer a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants Customer a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as Customer is current in the payment of any indicated software license fees (including any Annual Renewal Fees). Customer has no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any

software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of the MSA's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) Customer has defaulted under an Order; or, (c) such license is terminated or expires.

- ii. Xerox may terminate Customer's license for any Base Software (1) immediately if Customer no longer uses or possesses the Equipment, or (2) upon the termination of any Order or separate agreement under which Customer has acquired the Equipment
- iii. If Customer transfers possession of the Equipment after Customer obtains title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.
- iv. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for ninety (90) days from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted
- b. During the period that Xerox (or a designated servicer) provides Basic Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to the MSA, Xerox will provide software support under the following terms provided Customer is current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):
 - i. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.
 - ii. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, Customer must procure, at its expense, additional hardware and/or software from Xerox or any other entity. Customer agrees to return or destroy all prior releases.
 - iii. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided Customer reports problems in the manner specified by Xerox.
 - iv. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if Customer has modified said Software.
 - v. For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. For State and Local Government Customers, this adjustment shall take place at the commencement of each of Customer's annual contract cycles.
- c. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. Customer agrees that (1) Customer's acquisition of the Equipment does not grant Customer a license or right to use the Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer agrees at all times (including subsequent to the

expiration of the MSA or an Order hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

d. **THIRD PARTY SOFTWARE.** Third Party Software is subject to license and support terms provided by the vendor therefor.

29. TRADE-IN EQUIPMENT. If Customer is providing trade-in equipment ("Trade-In Equipment") to Xerox under an Order, Customer warrants that Customer has the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from Customer's premises. Customer warrants that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. Customer agrees to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. Customer agrees to pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.

30. WARRANTY DISCLAIMER & WAIVERS.

a. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

b. FOR EQUIPMENT, SOFTWARE, XEROX-BRAND SUPPLIES AND BASIC SERVICES, XEROX DISCLAIMS, AND CUSTOMER WAIVES, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

This MSA, its attachments and any Order hereunder constitute the entire agreement between the parties as to its subject matter and supersede all prior and contemporaneous oral and written agreements as they pertain to such subject matter. All changes to this MSA or an Order must be made in a writing signed by both parties. The parties agree that in the event of any conflict between the terms and conditions in this MSA and any Order, the terms and conditions of this MSA shall prevail except where expressly stated otherwise herein.

ENTER CUSTOMER NAME

XEROX CORPORATION

Signature

Signature

Name (please print)

Name

Title

Title

Address

Address

Date

Date

RESOLUTION NO. 6066

PURCHASES NOT FOLLOWING PURCHASING POLICY

July, 2007

FY 2007

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

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

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the purchases not following purchasing policy as presented by the Champaign County Auditor on July 26, 2007 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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

FOR COUNTY BOARD APPROVAL

07/26/07

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

PARENT COMMITTEE	DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
NO PURCHASE ORDER							
Facilities	Physical Plant	080-071-533.44	VR#071-762	06/29/07	Ballasts	Tepper Electric	\$ 1,183.00
TRAVEL MORE THAN 60 DAYS PAST							
Environment & Land Use	RPC	075-736-various	VR#029-1266	07/17/07	Mileage 4/2-5/16	Rebecca Woodard	\$ 208.55
FY2006 EXPENDITURES PAID OUT OF FY2007 BUDGET							
Justice	** Nursing Home	081-430-533.22	VR#081-1098	06/19/07	Lab Fees 11/30/05	Alverno Clinical Lab	\$ 9.24
	** Nursing Home	081-430-533.22	VR#081-1122	06/26/07	Lab fees Aug'05, Nov'06	Alverno Clinical Lab	\$ 251.45
Policy	** County Board	476-118-533.03	VR#118-076	06/20/07	Atty fee Oct'05-Jun'06	Hinshaw & Culbertson	\$ 1,443.99
	** County Clerk	080-022-522.94	VR#022-245	06/12/07	Voter supplies Oct'06	Election Systems	\$ 47.59

*****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

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RESOLUTION NO. 6070

PAYMENT OF CLAIMS AUTHORIZATION

July, 2007

FY 2007

WHEREAS, the County Auditor has examined the Expenditure Approval List of claims against the County of Champaign totaling \$9,947,847.81 including warrants 385194 through 386686; 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 \$9,947,847.81 including warrants 385194 through 386686 is approved.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 6067

EMERGENCY BUDGET AMENDMENT

July, 2007

FY 2007

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2006-2007 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2006-2007 budget:

Budget Amendment #07-00071

<u>ACCOUNT DESCRIPTION</u>		<u>AMOUNT</u>
Fund 080 General Corporate Fund		
Dept. 075 General County		
Increased Appropriations		
534.09 R.E. Tax/Drainage Assessment		\$5,183
	Total	\$5,183
Increased Revenue		
None (From General Corporate Fund balance)		\$0
	Total	\$0

REASON: Additional amount needed to pay for the special drainage assessment installment #2.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 07-00071

FUND 080 GENERAL CORPORATE

DEPARTMENT 075 GENERAL COUNTY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-075-534.09 R.E. TAX / DRAINAGE ASMNT	34,000	34,000	39,183	5,183
TOTALS	34,000	34,000	39,183	5,183

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: ADDITIONAL AMOUNT NEEDED TO PAY FOR THE SPECIAL DRAINAGE ASSESSMENT INSTALLMENT #2.

DATE SUBMITTED: <u>6-7-2007</u>	AUTHORIZED SIGNATURE <i>Debra L. Busby</i>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY PARENT COMMITTEE: _____ DATE: _____

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

RESOLUTION NO. 6068

EMERGENCY BUDGET AMENDMENT

July, 2007

FY 2007

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2006-2007 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2006-2007 budget:

Budget Amendment #07-00074

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Fund 679 Children's Advocacy Center	
Dept. 179 Children's Advocacy Center	
Increased Appropriations	
571.80 To General Corporate Fund 080	\$8,000
Total	\$8,000
Increased Revenue	
None (From Children's Advocacy Center Fund balance)	\$0
Total	\$0

REASON: The increased appropriations represent the CAC's contribution toward the costs of remodeling the Champaign-Urbana Public Health District facility at 201 W. Kenyon Road in Champaign and related relocation expenses. Funding for the increased appropriations will be taken from the CAC fund balance.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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

FUND 679 CHILD ADVOCACY CENTER

DEPARTMENT 179 CHILD ADVOCACY CENTER

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
679-179-571.80 TO GENERAL CORP FUND 080	0	0	8,000	8,000
TOTALS	0	0	8,000	8,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: THE INCREASED APPROPRIATIONS REPRESENT THE CAC'S CONTRIBUTION TOWARD THE COSTS OF REMODELING THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT FACILITY AT 201 W. KENYON ROAD IN CHAMPAIGN AND RELATED RELOCATION EXPENSES. FUNDING FOR THE INCREASED APPROPRIATIONS WILL BE TAKEN FROM THE CAC FUND BALANCE.

DATE SUBMITTED:

06/18/2007

AUTHORIZED SIGNATURE

Michael Williams

** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

RESOLUTION NO. 6069

EMERGENCY BUDGET AMENDMENT

July, 2007

FY 2007

WHEREAS, an immediate emergency exists within the following fund; and

WHEREAS, the following amendment has not been approved by the Finance Committee, and the department has requested immediate action by the County Board; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following amendment within the 2006-2007 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following amendment to the 2006-2007 budget:

Budget Amendment #07-00075

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Fund 080 General Corporate Fund Dept. 041 State's Attorney	
Increased Appropriations	
511.03 Regular Full-Time Employees	\$9,249
Total	\$9,249
Increased Revenue	
None (From General Corporate Fund balance)	\$0
Total	\$0

REASON: This office is requesting reimbursement of \$9,249 to Regular Full-Time line item for payout of benefits accrued to former employee David Steigmann.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET AMENDMENT

BA NO. 07-00075

FUND 080 GENERAL CORPORATE

DEPARTMENT 041 STATES ATTORNEY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-041-511.03 REG. FULL-TIME EMPLOYEES	1,801,448	1,806,892	1,816,141	9,249
TOTALS	1,801,448	1,806,892	1,816,141	9,249

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: THIS OFFICE IS REQUESTING REIMBURSEMENT OF \$9,249 TO REGULAR FULL-TIME LINE ITEM FOR PAYOUT OF BENEFITS ACCRUED TO FORMER EMPLOYEE DAVID STEIGMANN.

DATE SUBMITTED:

07/03/07

AUTHORIZED SIGNATURE

[Handwritten Signature]

** PLEASE SIGN IN BLUE INK **

APPROVED BY PARENT COMMITTEE:

DATE:

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

RESOLUTION NO. 6076

EMERGENCY TRANSFER OF FUNDS

July, 2007

FY 2007

WHEREAS, the Finance Committee has not approved the following transfer between accounts within the fund listed below; and

WHEREAS, sufficient amounts have been appropriated to support such a transfer.

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the following transfer within the 2006-2007 budget; and

BE IT FURTHER RESOLVED that the County Auditor be authorized and is hereby requested to make the following transfer to the 2006-2007 budget:

Budget Transfer #07-00013

<u>TRANSFER TO ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT DESCRIPTION</u>
Fund 089 County Public Health Fund Dept. 049 Board of Health		
511.04 Regular Part-Time Employees	<u>\$10,000</u>	533.52 Other Service By Contract
Total:	<u>\$10,000</u>	

REASON: Pursuant to County Board of Health approval on July 10, 2007, transfer of monies previously appropriated for contractual clerical services to personnel line item to allow the Board of Health to hire a part-time secretary to provide clerical support.

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

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

REQUEST FOR BUDGET TRANSFER
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 07-00013

FUND 089 COUNTY PUBLIC HEALTH FUND DEPARTMENT 049 BOARD OF HEALTH

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
089-049-511.04 REG. PART-TIME EMPLOYEES	10,000.	089-049-533.52 OTHER SERVICE BY CONTRACT

EXPLANATION: PURSUANT TO COUNTY BOARD OF HEALTH APPROVAL ON JULY 10, 2007,
TRANSFER OF MONIES PREVIOUSLY APPROPRIATED FOR CONTRACTUAL CLERICAL
SERVICES TO PERSONNEL LINE ITEM TO ALLOW THE BOARD OF HEALTH TO HIRE A
PART-TIME SECRETARY TO PROVIDE CLERICAL SUPPORT.

DATE SUBMITTED: _____



AUTHORIZED SIGNATURE

APPROVED BY PARENT COMMITTEE:

DATE: _____

* PLEASE SIGN IN BLUE INK *

APPROVED BY BUDGET AND FINANCE COMMITTEE:

DATE: _____

RESOLUTION NO. 6071

RESOLUTION APPROVING AGREEMENT BETWEEN CHAMPAIGN COUNTY and
VOLO BROADBAND FOR NETWORK SERVICES

WHEREAS, the Champaign County Board provides internet access to its offices and departments through the Champaign County network; and

WHEREAS, the County's internet connection is currently through T-1 line technology with bandwidth of 1.5 Mbps and a monthly cost of approximately \$600.00; and

WHEREAS, the County needs to improve its connection to the Internet from the current bandwidth of 1.5 Mbps to a minimum bandwidth of 8Mbps, particularly to accommodate the connectivity requirements of the County GIS system, and for the implementation and administration of the LIHEAP and Weatherization programs for which the Champaign County Regional Planning Commission is now responsible; and

WHEREAS, Champaign County Administrative Services, through its Information Technology Division, has sought proposals from available providers to implement the upgrade of technology for Champaign County network services; and

WHEREAS, the Champaign County Information Technology Division has worked with the City of Urbana to share in the cost of implementation of this upgrade, and based upon the requirements and cost efficiency for both entities, recommends a contract with Volo Broadband to provide the required bandwidth upgrade for the County's network for a period of 36 months, with a monthly cost of \$480, and an initial start-up cost of \$3,000; and

WHEREAS, Champaign County Administrative Services and the Champaign County Regional Planning Commission have executed a Memorandum of Understanding (Attachment B of this Resolution) whereby the Champaign County Regional Planning Commission will pay the initial start-up cost and first \$4,000 in monthly costs, to expedite the upgrade of the County's Internet connection, which was required to occur immediately for the operation of the Regional Planning Commission's LIHEAP and Weatherization programs.

NOW, THEREFORE, BE IT RESOLVED, by the Champaign County Board, Champaign County, Illinois, that the Volo Broadband Network Services Contract, as documented in Attachment A of this Resolution, is hereby approved; and

BE IT FURTHER RESOLVED, by the Champaign County Board, that C. Pius Weibel, Chair of the Champaign County Board, is hereby authorized to execute the Volo Broadband Network Services Contract as set forth in Attachment A, on behalf of the Champaign County Board.

PRESENTED, PASSED, APPROVED and RECORDED this 26th day of July, A.D. 2007,

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board

Attachment A



Volo Broadband
312 W. Springfield Ave. Suite 200
Urbana, IL 61801
(217) 367-8656

Volo Broadband
sales@volo.net

NETWORK SERVICES CONTRACT

Summary Page

Party 1:

Champaign County Government ("Customer")
1776 East Washington
Urbana, IL 61802
P.O.C. C. Pius Weibel
Voice: (217) 384-3776x16
Fax: (217) 384-3896
Email: sysadmin@co.champaign.il.us

Party 2:

Gargoyle Technologies, Inc. DBA Volo Broadband ("Volo")
312 Springfield Ave Suite 200
Urbana, IL 61801
POC: Peter Folk, President
Voice: (217) 367-8656
Fax: (217) 367-4082
Email: peter@volo.net

Initial Term: 36 Months

Exhibits: Exhibit A Customer Premises, Network Services and Rates
Exhibit B Terms and Conditions

NETWORK SERVICES CONTRACT

The Champaign County Government ("Customer") and Gargoyle Technologies, Inc., dba Volo Broadband, an Illinois corporation ("Volo"), enter into this Network Services Contract as of the Agreement Date.

UNDERSTANDING

- A. Volo owns and/or has access to networks, equipment, and services and is in the business of providing network services to customers.
- B. Customer desires to obtain certain network services from Volo, and Volo desires to provide the network services to Customer on the terms and conditions of this Agreement.

Based on the above understanding, the parties agree as follows:

AGREEMENT

1. Definitions.

- (a) "Agreement" means this Network Services Contract, all attachments, exhibits, and any permitted modifications or amendments.
- (b) "Agreement Date" means the date by which both parties have executed this Agreement as indicated on the signature page.
- (c) "Commencement Date" means the date all of the Network Services become available for Customer's use, subject to Section 4 of this Agreement.
- (d) "Customer" means the first party described on the Summary Page.
- (e) "Customer Network" means the necessary equipment and facilities required under this Agreement to provide Network Services to Customer as specified on Exhibit A.
- (f) "Customer Premises" means the buildings, property and locations to receive Network Services under this Agreement as specified on Exhibit A, which Customer represents it either owns or has full authority to include herein.
- (g) "Customer Premises Equipment" ("CPE") means equipment that is: (i) owned by Customer and located within Customer's Premises; (ii) related to the provision or use of Network Services and connected to the Volo's equipment; and (iii) not included within the equipment provided by Volo under this Agreement.
- (h) "Implementation Schedule" is a mutually agreed upon schedule of implementation activities and milestones associated with the construction, implementation, testing and deployment of the Network Services hereunder.
- (i) "Volo" the second party described on the Summary Page.
- (j) "Network Services" means high-bandwidth connectivity, related equipment and services provided to Customer as specified on Exhibit A.
- (k) "Required Permit" means any permit, certificate, license, approval or franchise required by any governmental agency or other third party to provide Network Services.

- (n) "User" means anyone who uses or accesses the Network Services purchased by Customer under this Agreement.

2. **Network Services Provided to Customer.**

Volo shall provide Customer with the Network Services specified on Exhibit A in accordance with the terms and conditions of this Agreement (and any applicable tariffs).

3. **Customer Network Provided to Customer.**

- (a) **Design and Installation.** Volo shall prepare the basic design and perform the initial installation of the Customer Network according to the Customer Network specifications in Exhibit A.
- (b) **Customer Network Maintenance.** Volo shall perform basic maintenance of the Customer Network and shall repair or replace portions of the Customer Network that malfunction as necessary to provide the Network Services; except to the extent that any such repair or replacement arises from the negligent or willful acts or omissions of Customer, its agents, representatives, employees, licensees, invitees, and/or contractors, in which case Customer shall be responsible for and pay for the costs incurred for restoration of the damaged Customer Network facilities. Further, Volo may interrupt the Network Services for purposes of planned maintenance. Volo shall use reasonable efforts to schedule any such planned maintenance so as to minimize disruption to Customer's operation.
- (c) **Customer Premises Equipment.** Under this Agreement, Volo will not be responsible for the provision, installation, repair or maintenance of Customer Premises Equipment connected to the Customer Network. Customer may contract for these services or equipment under a separate agreement.
- (d) **Compliance with Laws.** All installations by Volo shall comply with applicable local, state and federal laws, regulations and ordinances; and all network interfaces shall comply with applicable and commonly accepted industry standards. Network interfaces shall comply with Institute of Electrical and Electronics Engineers ("IEEE") standards.
- (e) **Ownership of Customer Network.** Except as otherwise provided on Exhibit A, Volo shall retain ownership of the Customer Network, including, but not limited to the RF equipment; notwithstanding any termination or expiration of this Agreement. Except as provided on Exhibit A, no portion of the Customer Network installed on the Customer Premises shall be considered a fixture or an addition to the property. Customer agrees that it will take no action that impairs Volo's title to the Customer Network, or exposes Volo to any claim, lien, encumbrance, or legal process. Volo may, from time to time, make changes, adjustments and extensions to the physical design of the network carrying Customer's bandwidth service to provide services to other customers, but only if such use does not affect the performance of the Network Services.
- (f) **Removal of Customer Network.** In the event of expiration or termination of this Agreement, Volo may remove any portion of the Customer Network within 180 days of the cessation of Network Services. If Volo removes any portion of the Customer Network, it shall restore the Customer Premises to substantially its prior condition, as per photographic documentation, wear and tear excepted. Upon installation of the Customer Network in accordance with the terms hereof, Volo and Customer shall schedule a mutually convenient time for Customer to take photographs of that portion of the Customer Network located in or on the Customer Premises. Customer shall promptly provide to Volo copies of those photographs.

- (g) **Use of Contractors.** Volo may retain the use of contractors to install, maintain and repair the Customer Network.
- (h) **Customer Network Non-exclusive.** Portions of the Customer Network may be provided over shared transport facilities used to support the Volo's operations or those of its other customers. Consistent with the nondisclosure obligations contained in Section 7 of Exhibit B hereof, Volo agrees not to disclose any Customer records except as otherwise authorized herein.

4. **Commencement Date of Network Services.**

Within ten (10) business days following the execution of this Agreement, Volo and Customer shall jointly develop an Implementation Schedule, specifying implementation activities and milestones associated with the construction, implementation, testing and deployment of the Network Services detailed in Exhibit A, subject to delays beyond the parties' control.

Following installation of the Customer Network and the connection of the necessary Customer Premises Equipment, Volo shall conduct tests of the Customer Network to prove connectivity, as specified in the Implementation Schedule. Upon successful completion of the test(s) Volo shall notify Customer that they may begin to use the Network Services. The date on which Volo notifies Customer that the Network Services are available shall establish the Commencement Date.

Timing will be based on contract award date. Uncontrollable factors such as weather and permitting may cause the time to be extended. In the event of such uncontrollable factors, at the time of the occurrence Customer shall be notified of the anticipated delay and duration in writing. In no event shall the Commencement Date occur later than the agreed upon Implementation Schedule subject to any event of Force Majeure.

5. **Charges and Payment Terms.**

- (a) **Nonrecurring and Recurring Charges.** For the installation and maintenance of the Customer Network and for the use of Network Services, Customer shall pay Volo the nonrecurring charges set forth in Exhibit A. All charges to Customer shall be subject to applicable state and federal taxes. Any assessments or other taxes, regulatory or franchise fees levied on the Network Services will be passed through by Volo to Customer.
- (b) **Payments.** Customer shall pay charges as follows:
 - (i) Upon execution of this Agreement, Customer shall pay Volo the total nonrecurring charges specified in Exhibit A.
 - (ii) On the Commencement Date, Volo shall invoice the Customer for the first month's recurring charges, pro rated. The Customer shall pay this invoice within 30 days of the Commencement Date.
 - (iii) Following the Commencement Date, Volo shall invoice the Customer for recurring charges on or before the 20th of each month, and the Customer shall pay such invoices on or before the 1st day of the following month.
- (c) **Late Payment.** In the event of any unpaid balance which becomes more than 30 days overdue, Volo may discontinue Network Services until full payment of any unpaid balance has been received. Upon receipt of such payment, full Network Services will be restored within 72 business hours. If any amount due hereunder is not paid in accordance with the terms hereof, Customer shall pay interest on such past due amounts at the lesser of (i) the rate of one and

one-half percent (1-1/2%) per month or (ii) the maximum interest rate permitted by applicable law.

6. **Term and Renewal.**

This Agreement commences as of the Agreement Date (defined below) and shall continue for thirty-six (36) months following the Commencement Date, unless terminated earlier in accordance with Section 6 of Exhibit B. After the initial term, this Agreement shall renew for 3 (three) additional 1 (one) year terms unless terminated by either Customer or Volo by written notice not less than sixty (60) calendar days prior to the end of a term. At any time prior to the commencement of construction by Volo on the Customer Network, either party may terminate this Agreement upon thirty (30) days written notice to the other. Construction on the Customer Network shall commence on a date mutually agreeable to the Customer and Volo, but in no event later than agreed to in the Implementation Schedule.

7. **Additional Terms and Conditions**

This Agreement incorporates all of the terms and conditions described in Exhibit B hereto.

Volo: Gargoyle Technologies, Inc. dba Volo Broadband

By: _____
Name: Peter Folk
Title: President
"Agreement Date": _____

CUSTOMER: Champaign County Government

By: _____
Name: C. Pius Weibel
Title: Chair, Champaign County Board
Date: _____

EXHIBIT A

Customer Premises where Network Services are to be provisioned:

Volo will install one network endpoint at a suitable location on each of: the Champaign County courthouse, 101 E. Main St, Urbana, IL (site A), and the Urbana City Building, 400 N Vine St, Urbana, IL, 61801 (site B).

Network Services Provided:

Volo shall provide a 100 Mbps Ethernet handoff at sites A and B (above), with connectivity to the ICN POP in Champaign (Scott Hall on the UIUC campus; site C) for one 802.1q VLAN, with throughput of up to 8mbps.

The connections at sites A and B shall traverse independent wireless paths, and shall support 802.1w Rapid Spanning Tree for failover.

Pricing:

LOCATION	SERVICE	MONTHLY RECURRING CHARGES (MRC)	NONRECURRING CHARGES (NRC)
Site A	100mbps Ethernet		\$1000
Site B	100mbps Ethernet		\$1000
Site C	8mbps VLAN	\$480	\$1000
GRAND TOTAL		\$480*	\$3,000

Support:

Volo will provide 24 X 7 customer support consistent with terms outlined in Section 3 (b) of the Agreement.

Customer Responsibilities:

- Customer will provide all necessary rack space for link termination and other equipment being provided by Volo during the term hereof.
- Customer will provide all necessary roof access for link endpoints.
- Customer will provide appropriate AC power for the use of the Volo's UPS system.
- Customer will provide Volo with access to their site facilities and all locations referenced above.

*Pricing excludes any applicable taxes, fees and assessments.

EXHIBIT B

TERMS AND CONDITIONS

1. Additional obligations of Customer.

- (a) **Access to Customer Premises.** Customer shall secure any Required Permits, easements, leases or other agreements relating to use of the Customer Premises and/or the property on which the Customer Premises are located necessary to allow Volo, its contractors and authorized vendors to use existing pathways to access each Customer Premises at those times determined by Volo. If access to Customer Premises is not then available in accordance with Section 3(b) of the Agreement, Volo shall not be held in default of this Agreement.
- (b) **Access to Customer Network and records.** Customer shall provide Volo with reasonable and convenient access to the Customer Network and related technical records, Customer records, and other records and information as reasonably requested by Volo to perform its obligations under this Agreement. In the event of any emergency, Volo shall be allowed immediate access to commence resolution of the problem.
- (c) **Protected space on Customer Premises.** At each Customer Premises, at no cost to Volo, Customer shall provide Volo adequate environmentally controlled space, electricity required for installation, operation, and maintenance of the Network Services, including the non-exclusive use of a secure facility as designated by Customer, as needed without interference to Customer's ongoing operations.
- (d) **Network malfunctions caused by Customer.** If a malfunction of the Customer Network results from Customer Premises Equipment or Customer's actions or omissions, or the equipment, acts or omissions of third parties, Customer shall compensate Volo for its reasonable and actual costs of the service calls and any repairs.
- (e) **Maintenance of Customer Premises.** Customer shall use reasonable efforts to maintain its property and the Customer Premises in a manner that preserves the integrity of the Customer Network and Network Services. Customer shall promptly notify Volo of any event that affects the Customer Network or Network Services.
- (f) **Removal of hazardous materials.** If asbestos or other hazardous materials exist on the Customer Premises, Customer must have the materials removed or notify Volo to install the applicable portion of the Customer Network in areas not containing such materials.
- (g) **Customer's end Users.** Volo will not provide support directly to nor interface with any person in his capacity as a User. Customer is responsible for (i) selecting the Users it permits to access the Network Services; (ii) implementing with its Users appropriate terms, conditions and measures to ensure that all Users comply with the applicable terms and conditions of this Agreement; and (iii) establishing Users rights to access the Network Services. Customer must maintain with its Users an agreement that will establish and govern the legal relationship between Customer and its Users. That agreement must provide that Volo's liability to each User is limited to the same extent that Volo's liability to Customer is limited under this Agreement.

2. Additional obligations of Volo.

- (a) **Required Permits.** Volo shall provide Customer with commercially reasonable assistance in obtaining Required Permits.

- (b) **Insurance.** Volo shall maintain, during the term of this Agreement, the following insurance coverage of the types and in the minimum amounts and all on an occurrence basis:
 - (i) Worker's compensation insurance in compliance with the laws of the State of Illinois.
 - (ii) General commercial liability insurance, including broad form property damage/hazard insurance, public liability insurance, premises/operations, aggregate products and completed operations, independent contractors, property and fire damage liability insurance, owner's and contractor's protective insurance, and contractual liability insurance all with minimum bodily injury and property damage coverage limits of \$500,000 per person/per occurrence and \$1 million general aggregate.
 - (iii) Automobile insurance (covering all automobiles, whether owned, non-owned, scheduled and/or hired) for both bodily injury and property damage with minimum bodily injury and property damage coverage limits of \$500,000 per person/per occurrence or \$1 million single limit.

Volo shall not be required to directly insure its contractors but shall cause all of its contractors to maintain the types of insurance coverage and in the minimum amounts required of Volo above.

- (c) **Maintenance of Networks.** Volo shall maintain and repair its facilities as necessary to provide Network Services under this Agreement.
- (d) **Compliance with applicable law, regulations and industry standards.** Volo shall construct, operate and maintain facilities in material compliance with applicable law, FCC regulations, and all applicable industry standards including IEEE for the network interfaces.

3. Limitations on warranties and liability.

- (a) **WARRANTY DISCLAIMER. VOLO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO THE LIMITATIONS IN THIS AGREEMENT, VOLO SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY CUSTOMER OR ANY THIRD PARTY, EXCEPT FOR THOSE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF VOLO.**
- (b) **LIMITATIONS ON DAMAGES.**
 - (i) **IN NO EVENT WILL ANY PARTY BE LIABLE TO THE ANOTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL, OR LOSS OF PROFITS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATION, WHETHER ARISING OUT OF CONTRACT OR TORT; PROVIDED THAT THE FOREGOING SHALL NOT LIMIT A PARTY'S OBLIGATION UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND**

AND HOLD THE OTHER PARTY HARMLESS AGAINST AMOUNTS PAYABLE TO THIRD PARTIES.

- (ii) The liability of Volo for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Network Services (individually or collectively, "Liability"), other than any Liability caused by force majeure or Customer, shall be solely the pro rata monthly charge of one day credit based on recurring monthly charge per site for such Network Services for each Liability that is not remedied within the committed resolution times specified in Exhibit A and is not coincident with any other Liability provided that the Liability is reported by Customer during the duration of the Liability.
- (iii) Volo shall not be liable for any act or omission of any other company or companies furnishing any portion of the Network Services, or for damages associated with services, facilities, or equipment not furnished by Volo.

4. Indemnification.

- (a) **By Volo.** Volo shall indemnify and hold Customer harmless from and against any and all third party claims and related liability, damages and judgments, arising from (i) damage to any person or property caused by the negligence or intentional misconduct of Volo, its employees, agents, contractors or representatives during the term of this Agreement; or (ii) any breach or nonperformance by Volo of any of its representations, warranties or obligations in this Agreement.
- (b) **By Customer.** Customer shall indemnify and hold Volo harmless from and against any and all third party claims and related liability, damages and judgments, arising from (i) damage to any person or property caused by the negligence or intentional misconduct of Customer, its employees, agents, contractors or representatives during the term of this Agreement; or (ii) any breach or nonperformance by Customer of any of its representations, warranties or obligations in this Agreement.
- (c) **Notice; defense of claims.** Promptly after receipt by an indemnified party of notice of any third party claim, liability, or expense to which indemnification obligations would apply, the indemnified party shall give written notice to the indemnifying party. The notice must state the information then available regarding the amount and nature of the claim, liability or expense. If within 20 days after receiving the notice, the indemnifying party gives written notice to the indemnified party stating that it disputes and intends to defend against the claim, liability or expense at its own cost and expense, then the indemnifying party shall select defense counsel. The indemnified party has the right to fully participate in the defense at its own expense. If the indemnifying party does not deliver notice of intent to dispute and defend, or does not conduct a diligent and good faith defense, the indemnified party may, at the reasonable expense of the indemnifying party, undertake the defense of the claim, liability or expense, and may compromise or settle it.

5. Default and remedies.

- (a) **Monetary default.** A party is in default under this Agreement if it fails to make any required payment when due, and the failure continues for five days after the defaulting party has received written notice from the other party.
- (b) **Other default.** Except for monetary defaults under Section 5(a) above, a party is in default under this Agreement if it fails to perform any material provision of this Agreement and the failure remains uncured for 30 days following written notice from the non-defaulting party.

- (c) **Remedies upon default.** If a party fails to cure any default within the notice periods provided in this Section 5, the non-defaulting party may pursue all available legal remedies and may terminate this Agreement upon 15 days written notice.

6. Termination. This Agreement shall be terminated as follows:

- (a) by mutual agreement of the parties;
- (b) by written notice under Section 5(c) above; or
- (c) by Volo in the event that Volo no longer offers Network Services within its Urbana, Illinois District.

7. Confidentiality.

- (a) **Definition.** "Confidential Information" means all information concerning Volo or Customer disclosed to or acquired by the other party to this Agreement, other than publicly available information or information acquired through authorized third parties. Confidential Information shall include, without limitation, proprietary information, network designs and operations, service offerings, product plans, product designs, product costs, personnel, research and development activities, trade strategies, financial information, pricing, margins, customers, customer lists and related information, the terms of any agreement proposed by either party, and all memoranda, notes, reports and documents relating to any proposed agreement, personnel and student records, the terms of this Agreement and all memoranda, notes reports and documents relating to this Agreement.
- (b) **Nondisclosure.** Without the written consent of the disclosing party, no party may use or disclose Confidential Information for any purpose other than relating to the performance of their respective obligations under this Agreement. The receiving party shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The receiving party may disclose Confidential Information received hereunder to (i) its affiliates who agree, to be bound by this Agreement, and (ii) its employees, officers, agents and independent contractors, and its affiliates' employees, officers, agents and independent contractors, who have a need to know, for the purpose of this Agreement. In any event, a party to this Agreement which makes Confidential Information available to any third party, including without limitation as permitted pursuant to this Subsection (b), shall remain liable for the handling by the recipient of the received Confidential Information in conformity with the requirements of this Agreement and for the breach by any such recipient of such requirements. Neither party shall make copies of any Confidential Information or any part thereof except to the extent expressly permitted by this Agreement or by the disclosing party. For purposes of this Section, disclosure by a party of Confidential Information to the affiliate of the other party to this Agreement or to a third party authorized by the other party to receive such Confidential Information shall be deemed to be a disclosure to the other party to this Agreement. Upon termination of this Agreement, each party shall return to the other party all Confidential Information supplied to or possessed by that party and shall not retain any copies or other reproductions of Confidential Information.
- (c) **Exceptions to the Receiving Party's Responsibilities.** The receiving party may disclose the disclosing party's Confidential Information if obligated to produce same by law, regulation, court order or under order of a Regulatory Authority or where the receiving party reasonably determines that such disclosure is required to protect or assert its rights under applicable law; *provided that*, when the receiving party has notice of the pendency of any action which may result

in a court order or other legal requirement to produce such Confidential Information, the receiving party shall notify the disclosing party of the facts pertaining to such action or other legal requirement as soon as practicable under the circumstances in order to give the disclosing party an opportunity to protect its interests and shall reasonably cooperate with the disclosing party in seeking a protective order or other appropriate remedy from the proper authority. If the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information or where the receiving party reasonably determines that such disclosure is required to protect or assert its rights under applicable law, the receiving party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

- (d) **Remedies for unauthorized disclosure or use.** The parties acknowledge that money damages will be inadequate to compensate a disclosing party for unauthorized disclosure or use of Confidential Information by a receiving party. Consequently, in case of unauthorized disclosure of Confidential Information, the aggrieved party is entitled to seek immediate injunctive relief from a court of competent jurisdiction. Each party expressly waives the defense to such action that money damages are an inadequate remedy. The election to seek injunctive relief shall be in addition to all other rights and remedies under applicable law. The aggrieved party may, in addition to any other forms of relief, recover from the breaching party all costs and reasonable attorney fees related to enforcement the nondisclosure obligations this Agreement.
 - (e) **Return of materials.** When and as directed by the disclosing party, the receiving party(ies) shall: (i) promptly return or destroy the originals and any copies of the disclosing party's Confidential Information; and (ii) return or destroy documents and other materials produced by the receiving party, or its agents or independent contractors, to the extent that the same contain the disclosing party's Confidential Information.
 - (f) **Disclosure period.** This Section applies only to disclosures made during the term of this Agreement. Except to the extent otherwise expressly provided by this Agreement, disclosures are entirely voluntary, and neither party is obligated to disclose or receive any Confidential Information during the term of this Agreement.
 - (g) **Term of obligation.** A receiving party's obligation with respect to each disclosure of Confidential Information under this Section shall continue for three (3) years following the expiration or any earlier termination of this Agreement. A receiving party's obligation under this Section 7 with respect to a disclosure terminates at the end of the three (3) year period. Notwithstanding the foregoing, the receiving party's obligation to maintain the confidentiality of all Confidential Information disclosed relating to Confidential Information which contains any of the disclosing party's customers' personally identifiable information, shall continue perpetually.
8. **Notices.** Any notice, request, demand, waiver or other communication required or permitted under this Agreement must be in writing and will be deemed given if delivered to the appropriate address on the Summary Page of this Agreement by any of the following means: hand-delivery; first class, prepaid, registered or certified mail; overnight courier; or by telecopier with printed confirmation of receipt. A party may change its address for notice purposes by providing notice of such change in accordance with this section.
9. **Miscellaneous.**
- (a) **Entire agreement.** This Agreement sets forth the entire understanding of the parties pertaining to its subject matter and supersedes all prior representations, understandings and agreements.

- (b) **Relationship between the parties.** The parties intend this Agreement to establish an independent contractual relationship between the parties. The parties do not intend this Agreement, or its performance, to create any form of partnership or joint venture.
- (c) **Amendment.** This Agreement may be amended only in writing signed by all parties.
- (d) **Waiver.** The waiver by *any* party of any provision of this Agreement shall not be deemed a subsequent *waiver of that provision or any other such provision.*
- (e) **Assignment.** None of the parties may transfer or assign this Agreement or its rights or obligations under this Agreement without the prior written consent of the other party. A party shall not unreasonably withhold or delay such consent. Notwithstanding the foregoing, a party may assign this Agreement as collateral to secure indebtedness, to an affiliate controlling, controlled by, or under common ownership and control following written notice to the other party, or to any successor owner of such party's assets used in connection with the provision of the Network Services. Any collateral assignment or affiliate assignment will not relieve a party of its obligations under this Agreement.
- (f) **Governing law.** Illinois law shall govern the construction and enforcement of this Agreement. Any disputes will be handled in the State of Illinois. Each party hereby consents to the *jurisdiction of the federal and/or local courts located in the State of Illinois in connection with any action violating this Agreement.*
- (g) **Severability.** If a court of competent jurisdiction finds any part of this Agreement invalid, the remaining provisions shall remain in full force.
- (h) **Force majeure.** Delays or failures to perform resulting from acts of God; acts of war or civil disturbance; epidemics; governmental action or inaction; fires; earthquakes; failure of granting authority [ies] to issue permits; construction [not controlled by Volo]; strikes, suppliers delays, work stoppages or other job actions, or power outages shall not constitute a default under this Agreement.
- (i) **Counterparts.** The parties may execute this Agreement in counterparts. A signature delivered by *facsimile* shall constitute an original.

Attachment B

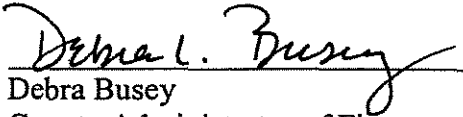
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between Champaign County Administrative Services and Champaign County Regional Planning Commission is to document the following:

1. The County intends to improve its connection to the Internet from the current bandwidth of 1.5Mbps to a minimum bandwidth of 8Mbps by August 2007.
2. The Regional Planning Commission (RPC) has requested the increased bandwidth for the County's Internet connection be treated as a priority because of demands related to the implementation and administration of the LIHEAP and Weatherization programs for which the RPC is now responsible.
3. Administrative Services is currently investigating available sources for a Network Services Contract which would provide the increased bandwidth, with the intent of County Board approval of a contract on July 26, 2007, with service to begin August 1, 2007.
4. Because of the RPC's immediate need for this improvement, the RPC will provide \$7,000 in funding to Champaign County Administrative Services to cover the start-up costs and monthly operational costs from July-November, 2007 for the improved Internet connection.

By their signature below, the parties agree to the terms as stated in this Memorandum of Understanding on this 19th day of June, A.D. 2007.


John Dimit, Executive Director
Regional Planning Commission


Debra Busey
County Administrator of Finance

Champaign County Nursing Home Facility Message

To: Pius Weibel, Chair
Champaign County Board

Brendan McGinty, Chair
Finance Committee

From: Andrew Buffenbarger, Administrator
Champaign County Nursing Home

Re: General Corporate account loan

July 13, 2007

The Champaign County Nursing Home hereby requests a loan to complete the furnishing of the Home, and to replace the facility enterprise management software system. The total requested dollar value is \$115,000.

Furnishings

Total Request: \$75,000

The Home intended to use construction funds to complete its furnishing of facility offices and administrative space, lobby area, and resident living areas. Those funds are currently unavailable, and remain unavailable for an undetermined length of time. We request a loan against those funds in the amount of \$75,000. Those funds will be used to provide facility staff with desks, office chairs, meeting tables, filing cabinets, bookcases, and countertops valued at approximately \$60,000. Resident living space will also receive furniture, including couches, chairs, end tables, and bookcases valued at approximately \$15,000.

Software System

Total Request: up to \$40,000

We currently use a software system manufactured and supported by a company that declared bankruptcy in 2006. The system is not receiving regular updates, cannot be adapted to meet changing regulatory requirements, and is not compatible with newer operating systems. The software system is currently used to manage our clinical assessment process, transmit clinical information to the state of Illinois and the Centers for Medicare Services for reimbursement, and manages the entirety of our internal accounting systems.

An approximate replacement cost if completed in FY07 is \$40,000. We request a credit line with permission to spend up to \$40,000, to be repaid with operating funds in FY08. This loan will be included in the FY08 operating budget if approved. These funds would only be expended as needed. We anticipate the transition to a new software system will require an initial investment of approximately \$25,000-\$30,000 and ongoing support costs of up to \$10,000 within FY07. Any expenses related to the support of this system in FY08 will be borne by the Home operating funds.

RESOLUTION NO. 6073

RESOLUTION AUTHORIZING A LOAN FROM THE GENERAL CORPORATE FUND TO THE NURSING HOME FUND

WHEREAS, the Nursing Home will need a loan of up to \$115,000.00 for a period not to exceed one year to purchase furnishings and technology required for the new Nursing Home facility; and

WHEREAS, the General Corporate Fund has adequate reserves to make this loan; and

WHEREAS, the tax levy for the General Corporate fund is \$6,953,578.83 and there are no outstanding tax anticipation warrants or notes.

NOW, THEREFORE, BE IT RESOLVED that pursuant to 55 ILCS 5/5-1006.5, 55 ILCS 5/5-1016, 55 ILCS 5/3-10014, and the authority recognized in Gates V. Sweiter, 347 Ill. 353, 179 NE 837 (1932), the Champaign County Board approves a loan of up to \$115,000.00 from the General Corporate Fund to the Nursing Home for a period not to exceed one year; and

BE IT FURTHER RESOLVED that the County Auditor and County Treasurer are hereby authorized and requested to loan funds up to \$115,000.00 upon request for those funds from the Nursing Home; and to repay this loan within one year from the Nursing Home.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board

RESOLUTION NO. 6075

RESOLUTION AWARDING OF CONTRACT FOR
HMA PAVING OF THE ENTRANCES AND PARKING LOTS
LOCATED AT THE NEW HIGHWAY MAINTENANCE FACILITY

WHEREAS, the following bid was received at a Public Letting held on July 17, 2007, in Urbana, Illinois the HMA Paving of the North and West Entrances and the surrounding Parking Lots located at the New Highway Maintenance Facility on East Main Street in Urbana:

Cross Construction - Urbana, Illinois.....\$199,911.75.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Champaign County does hereby award the above listed bid to Cross Construction – Urbana, Illinois, and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Joseph E. Crowe, District Engineer, Illinois Department of Transportation, Paris, Illinois

PRESENTED, ADOPTED, APPROVED and RECORDED this 26th day of July A.D., 2007.

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

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

Prepared by: Jeff Blue
County Engineer

Resolution No. 6075

I, Mark Shelden, County Clerk in and for said County, in the State Aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign County, at its County Board Meeting held at Urbana, Illinois on July 26, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this _____ day of _____ A.D. 2007.

(SEAL) _____ County Clerk

APPROVED

Date

Department of Transportation

District Engineer

RESOLUTION NO. 6054

RESOLUTION APPROVING CDAP LOAN

WHEREAS, Premier Printing of Illinois d/b/a Printec Press of Champaign, Illinois has requested CDAP Assistance in the sum of \$950,000 for the purpose of purchasing a printing business; and

WHEREAS, collateral for the CDAP loan will consist of a lien on equipment of Premier Printing of Illinois d/b/a Printec Press, and personal guaranties signed by Scott Moore and Dan Paulson; and

WHEREAS, as a result of the CDAP assistance, this project will assist in creating/retaining 78 full-time equivalent jobs; and

WHEREAS, CDAP support of Premier Printing of Illinois d/b/a Printec Press is in the best interest of the citizens of Champaign County, Illinois.

NOW THEREFORE BE IT RESOLVED that the Champaign County Board approve CDAP Loan to Premier Printing of Illinois d/b/a Printec Press of Champaign, Illinois in the sum of \$950,000.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 26th day of July 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-officio of the Champaign County
Board

RESOLUTION NO. 6055

RESOLUTION APPROVING CDAP LOAN

WHEREAS, Premier Printing of Illinois d/b/a Printec Press of Champaign, Illinois has requested CDAP Assistance in the sum of \$100,000 for the purpose of purchasing a printing business; and

WHEREAS, collateral for the CDAP loan will consist of a lien on equipment of Premier Printing of Illinois d/b/a Printec Press, and personal guaranties signed by Scott Moore and Dan Paulson; and

WHEREAS, as a result of the CDAP assistance, this project will assist in creating/retaining 5 full-time equivalent jobs; and

WHEREAS, CDAP support of Premier Printing of Illinois d/b/a Printec Press is in the best interest of the citizens of Champaign County, Illinois.

NOW THEREFORE BE IT RESOLVED that the Champaign County Board approve CDAP Loan to Premier Printing of Illinois d/b/a Printec Press of Champaign, Illinois in the sum of \$100,000.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 26th day of July 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-officio of the Champaign County
Board

RESOLUTION NO. 6074

RESOLUTION APPROVING AGREEMENT BETWEEN THE CHAMPAIGN COUNTY BOARD AND THE FRATERNAL ORDER OF POLICE (COURT SECURITY OFFICERS)

WHEREAS, the Champaign County Board has negotiated with the Fraternal Order of Police, the sole and exclusive bargaining representative for the Court Security Officers; and

WHEREAS, the parties have completed negotiation as to the terms and conditions of employment for the Court Security Officers for the period from December 1, 2006 through November 30, 2009 as documented in the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board, that C. Pius Weibel, Chair of the Champaign County Board, is hereby authorized to execute the Collective Bargaining Agreement for the Court Security Officers on behalf of the Champaign County Board.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 26th day of July, A.D. 2007.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board