

COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois
Tuesday, March 27, 2018 – 6:30 p.m.

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

Agenda Items

Page #

I. Call To Order

II. *Roll Call

III. Prayer & Pledge of Allegiance

IV. Read Notice of Meeting

V. Approval of Agenda/Addenda

VI. Date/Time of Next Regular Meetings

Standing Committees:

- A. County Facilities Committee Meeting – Tuesday, April 3, 2018 @ 6:30 p.m.
Lyle Shields Meeting Room
- B. Environment & Land Use Committee Meeting – Thursday, April 5, 2018 @ 6:30 p.m.
Lyle Shields Meeting Room
- C. Highway & Transportation Committee Meeting – Friday, April 6, 2018 @ 9:00 a.m.
1605 E. Main Street, Urbana

Committee of the Whole:

- A. Justice & Social Services; Policy, Personnel, & Appointments; Finance
Tuesday, April 10, 2018 @ 6:30 p.m.
Lyle Shields Meeting Room

County Board:

- A. Regular Meeting-Thursday, April 19, 2018 @ 6:30 p.m.
Lyle Shields Meeting Room

VII. Public Participation

VIII. *Consent Agenda

1-24

IX. Communications

X. Approval of Minutes

- A. February 22, 2018-Regular Meeting
- B. March 13, 2018-Special Meeting

25-30
31

XI. Re-Entry Program Annual Report & Presentation

XII. **Motion to approve notification to Rosecrance of the County Board's decision to renew funding for the Re-Entry Program effective July 1, 2018 through June 30, 2019, said notification required to be provided at least 90 days prior to the termination of the current term, and to allow the parties the opportunity to negotiate the financial terms for renewal.**

<u>Agenda Items</u>	<u>Page #</u>
XIII. <u>Standing Committees:</u>	
A. Facilities	
<i>Summary of Action Taken at March 6, 2018 Meeting</i>	32
B. Environment & Land Use	
<i>Summary of Action Taken at March 8, 2018 Meeting</i>	33-34
C. Highway & Transportation	
<i>Summary of Action Taken at March 9, 2018 Meeting</i>	35-36
XIV. <u>Areas of Responsibility:</u>	
<i>Summary of Action Taken March 13, 2018 at Committee of the Whole Meeting (Justice & Social Services; Finance; Policy, Personnel, & Appointments)</i>	37-40
A. Finance	
1. Adoption of Resolution No. 2018-68 Authorizing Payment of Claims	41
2. Adoption of Resolution No. 2018-69 Authorizing Purchases Not Following Purchasing Policy	42-43
3. Adoption of Resolution No. 2018-70 Authorization for Loan Authority to the Nursing Home Fund from the General Corporate Fund	44-45
B. Policy, Personnel, & Appointments	
1. Adoption of Resolution No. 2018-71 Amending the Schedule of Authorized Positions for the Champaign County State's Attorney	46
XV. <u>New Business</u>	
A. Highway & Transportation	
1. Adoption of Resolution No. 2018-61 Authorizing the Approval of Capital Grant Amendment #1 and the Execution of Any Subsequent Agreements for State and Federal Mass Transportation Capital Funds	47-52
B. Finance	
1. Adoption of Resolution No. 2018-81 Authorizing An Agreement for Health Care Services at the Champaign County Juvenile Detention Center with Correct Care Solutions, LLC	53-71
XVI. <u>Other Business</u>	
A. Semi-Annual Review of Closed Session Minutes	72-73
B. Adoption of Resolution No. 2018-66 Approving a Lease Agreement and Services Agreement Between County of Champaign and Rosecrance, Inc.	
XVII. <u>Adjourn</u>	

*Roll Call

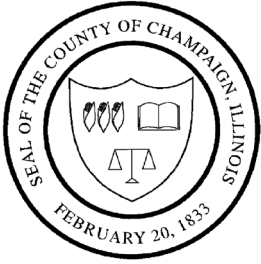
**Roll call and 15 votes

***Roll call and 17 votes

****Roll call and 12 votes

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

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



COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois

Tuesday March 27, 2018 - 6:30 p.m.

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

Consent Agenda Item

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A. Facilities

1. Adoption of Resolution No. 2018-67 Approving Award of Contract to Reliable Plumbing & Heating Pursuant to ITB 2018-002 for Satellite Jail Domestic Hot Water Delivery System Replacement 1

B. Environment & Land Use

1. Adoption of Resolution No. 2018-65 Approving Subdivision Case 199-18 Eichhorst Subdivision 2
2. Adoption of Ordinance No. 2018-2 Amending Zoning Ordinance – Zoning Case 873-AT-17 3-7

C. Highway & Transportation

1. Adoption of Resolution No. 2018-62 Awarding Contract for the Purchase of a New 2019 Tandem Axle Truck by the Champaign County Highway Department 8-9
2. Adoption of Resolution No. 2018-63 Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501 10-12
3. Adoption of Resolution No. 2018-64 Appropriating \$60,000 from County Bridge Funds for a Culvert Replacement Located on County Highway 19 Section 18-00049-00-BR 13-14

D. Finance

1. Adoption of Resolution No. 2018-72 Designating Depositories for Funds 15-16
2. **Adoption of Resolution No. 2018-73 Authorizing Budget Transfer 18-00002 17
Fund-080 General Corporate / Dept. 075 General County & 075 140 Correctional Center
Total Amount: \$180,846
Reason: Corrections & Court Security Increases for FY2018 for Labor Contracts Settled in November 2017 and January 2018
3. **Adoption of Resolution No. 2018-74 Authorizing Budget Amendment 18-00003 18
Fund-080 General Corporate / Dept. 040 Sheriff
Increased Appropriations: \$15,220
Increased Revenue: \$15,220
Reason: Funds Received for Totaled Squad Car (9/3/17) to be Placed into Line Item to Allow Purchase of Replacement
4. **Adoption of Resolution No. 2018-75 Authorizing Budget Amendment 18-00004 19
Fund-080 General Corporate/Dept. 072 ADA Compliance
Increased Appropriations: \$7,700
Increased Revenue: None: from Fund Balance
Reason: Re-encumber Funds to Complete ADA Parking Lot Improvements at Satellite Jail
5. **Adoption of Resolution No. 2018-76 Authorizing Budget Amendment 18-00005 20
Fund-105 Capital Asset Replacement / Dept. 059 Facilities Planning
Increased Appropriations: \$151,815
Increased Revenue: None: from Fund Balance
Reason: Re-encumber Funds for Capital Asset Replacement Fund Projects not Completed in FY2017
6. **Adoption of Resolution No. 2018-77 Authorizing Budget Amendment 18-00006 21
Fund-075 Regional Planning Commission / Dept. 869 Weatherization-Ameren IL
Increased Appropriations: \$202,000

Consent Agenda Item

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- Increased Revenue: None: \$202,000
Reason: to Accommodate Contract with Ameren IL that Complements the Existing IL HON
Weatherization Assistance Program for Champaign County
7. **Adoption of Resolution No. 2018-78 Authorizing Budget Amendment 18-00007 22
Fund-080 General Corporate / Dept. 077 Zoning and Enforcement
Increased Appropriations: \$890
Increased Revenue: None: from Fund Balance
Reason: Necessary for the Nursing Home Subdivision Application Fee to the City of Urbana and
Required Legal Notice for Zoning Case
8. **Adoption of Resolution No. 2018-79 Authorizing Budget Amendment 18-00009 23
Fund 093 Foreclosure Mediation / Dept. 031 Circuit Court
Increased Appropriations: \$16,156
Increased Revenue: None: from Fund Balance
Reason: to Fund Temporary Part-time Program Coordinator Position to End of FY2018
9. Adoption of Resolution No. 2018-80 Authorizing Renewal to an Intergovernmental Agreement 24
Between the Illinois Department of Healthcare & Family Services & the Champaign County State's
Attorney

RESOLUTION NO. 2018-67

RESOLUTION APPROVING AWARD OF CONTRACT TO RELIABLE HEATING AND
PLUMBING COMPANY PURSUANT TO ITB 2018-002 FOR SATELLITE JAIL
DOMESTIC HOT WATER DELIVERY SYSTEM REPLACEMENT

WHEREAS, The Champaign County Facilities Committee authorized the issuance of Invitation to Bid (ITB) 2018-002 Satellite Jail Domestic Hot Water Delivery System Replacement Project on February 6, 2018; and

WHEREAS, pursuant to the parameters and guidelines established by ITB 2018-002, the Facilities Committee recommends to the County Board the award of contract to Reliable Heating and Plumbing Company in the amount of \$139,900; and

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the award of contract to Reliable Plumbing & Heating Company pursuant to ITB 2018-002 for the Satellite Jail Domestic to Water Delivery System Replacement for the amount of \$139,900, and authorizes the County Board Chair to execute that Agreement on behalf of the County Board.

PRESENTED, PASSED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

ATTEST:

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

RESOLUTION NO. 2018-65
APPROVING SUBDIVISION CASE 199-18
EICHHORST SUBDIVISION

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

WHEREAS, the Champaign County Board has considered the recommendation of the Environment and Land Use Committee and voted to approve the Final Plat of the Eichhorst Subdivision, Case 199-18;

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves Subdivision Case 199-18 Eichhorst Subdivision.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 27th day of March, A.D. 2018.

C. Pius Weibel, Chairman
Champaign County Board

ATTEST:

Gordy Hulten, County Clerk and
ex officio Clerk of the County Board

ORDINANCE NO. 2018-2
ORDINANCE AMENDING ZONING ORDINANCE

ZONING CASE 873-AT-17

WHEREAS, the Champaign County Zoning Board of Appeals held a public hearing, made a formal recommendation for approval, and forwarded to this Board Case Number 873-AT-18;

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

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

PRESENTED, PASSED, APPROVED, AND RECORDED this 27th day of March, A.D. 2018.

C. Pius Weibel, Chairman
Champaign County Board

ATTEST:

Gordy Hulten, County Clerk and
ex officio Clerk of the County Board

1. Revise Section 7.1.1I. as follows:

- I. Prohibited NEIGHBORHOOD HOME OCCUPATION Activities shall include:
 - (1) MAJOR AUTOMOBILE REPAIR;
 - (2) MINOR AUTOMOBILE REPAIR within 1½ miles from a municipality or village that prohibits “minor auto repair” as a home occupation and/ or MINOR AUTOMOBILE REPAIR conducted more than 1½ miles from a municipality or village that prohibits “minor auto repair” as a home occupation but without the approval required by Section 7.1.1M.;
 - (3) Salvage, recycling and solid waste hauling;
 - (4) Sale of articles not produced on the premises except as provided in Section 7.1.1E.(3) or as such sales are incidental to the provision of a service;
 - (5) Sales of guns and ammunition provided that a Gun Dealers License is obtained from the Federal Bureau of Alcohol, Tobacco and Firearms and sales are made by appointment only subject to the limitations of Section 7.1.1E.

2. Add new Sections 7.1.1L. and N. as follows:

- L. A NEIGHBORHOOD HOME OCCUPATION that exceeds any of the standards in paragraphs 7.1.1 A. through K. may be authorized by SPECIAL USE Permit provided as follows:
 - (1) The USE is not a prohibited activity in paragraph 7.1.1I.
 - (2) The DWELLING on the subject property shall remain the principal USE and the PRINCIPAL BUILDING on the property and the HOME OCCUPATION shall always be an ACCESSORY USE and any building devoted to the HOME OCCUPATION shall be an ACCESSORY BUILDING.
- M. MINOR AUTOMOBILE REPAIR may be authorized as a NEIGHBORHOOD HOME OCCUPATION by means of a Special Use Permit as follows:
 - (1) When located more than 1½ miles from a municipality or village whose Zoning Ordinance does not explicitly authorize “minor auto repair” as a home occupation; or
 - (2) When located less than 1½ miles from a municipality or village whose Zoning Ordinance does not explicitly authorize “minor auto

repair” as a home occupation but at a location that meets one of the following conditions:

- a. a location in an area indicated as a future land use other than residential on the relevant comprehensive plan; or
- b. a location subject to an intergovernmental agreement regarding municipal extraterritorial jurisdiction and which is therefore within the extraterritorial jurisdiction of a municipality or village that does explicitly authorize “minor auto repair” as a home occupation; and

(3) Subject to the following standard conditions which may be waived as authorized in Section 6.1 and Section 9.1.11 except that paragraph 7.1.1M.(3)h shall be subject to variance as authorized in Section 9.1.9:

- a. All MINOR AUTOMOBILE REPAIR shall be conducted inside a building.
- b. No MINOR AUTOMOBILE REPAIR shall be conducted and no customers shall be on the property between the hours of 10:00 p.m. and 9:00 a.m. except that vehicles may be dropped off for repair as early as 6:30 a.m.
- c. No parking shall occur within a public right of way.
- d. No more than two resident vehicles and one customer vehicle may be parked outdoors on the property at any one time, and no customer vehicles may be parked outside between 10:00 p.m. and 6:30 a.m. The customer parking space shall be identified on the approved site plan.
- e. Any vehicle parked outdoors on the property must be intact and have a valid license.
- f. No more than one inoperable vehicle may be parked outdoors on the property at any time.
- g. No vehicle shall be allowed to discharge hazardous materials onto the surface of the ground or onto a paved surface and any leak, spill, or discharge of hazardous material that does occur shall be immediately and appropriately cleaned up consistent with all relevant state and federal regulations and best management practices must be as approved in the SPECIAL USE Permit.
- h. All vehicles parked outdoors on the property must be at least 10 feet from a FRONT LOT LINE and at least 5 feet from a SIDE or REAR LOT LINE and shall be parked on a surface

other than bare ground. This requirement is subject to a variance as authorized in Section 9.1.9.

- i. Storage and/or use of volatile liquids and hazardous materials in excess of that for normal household use in typical household quantities must be as approved in the SPECIAL USE Permit.
- j. Disposal of used liquids and hazardous materials and used parts must be documented to be in conformance with all relevant state and federal regulations and best management practices must be as approved in the SPECIAL USE Permit.
- k. Floor drains are prohibited in new buildings proposed to be used for MINOR AUTOMOBILE REPAIR unless installed with an oil separator inspected and approved by the State Plumbing Inspector. Floor drains in existing buildings proposed to be used for MINOR AUTOMOBILE REPAIR shall be blocked off or outfitted with an oil separator that is inspected and approved by the State Plumbing Inspector.
- l. The ACCESSORY BUILDING AREA occupied by the MINOR AUTOMOBILE REPAIR (including, if applicable, any area for a service counter and waiting area, repair area, material storage, vehicle storage, etc.) shall not exceed 1,500 square feet or more than 150% of the PRINCIPAL BUILDING AREA, whichever is greater, and shall be indicated on a floor plan drawing which shall be part of the approved site plan.
- m. Evidence of vehicle ownership shall be provided at the request of the Zoning Administrator.

3. Renumber existing Section 7.1.1L. to new Section 7.1.1N. and revise as follows:

- N. All NEIGHBORHOOD HOME OCCUPATIONS shall be registered with the Department of Planning and Zoning on forms prepared by the Zoning Administrator and any NEIGHBORHOOD HOME OCCUPATION authorized by SPECIAL USE Permit shall be required to obtain a Zoning Use Permit in accordance with Section 9.1.2 prior to operation. The fee for the Zoning Use Permit shall be the same as the fee for RURAL HOME OCCUPATION.

4. Insert new Section 7.1.2M. as follows:

- M. A RURAL HOME OCCUPATION that exceeds any of the standards in paragraphs 7.1.2 A. through L. may be authorized by SPECIAL USE Permit provided as follows:

- (1) The USE is not a prohibited activity in paragraph 7.1.2 J.
- (2) The DWELLING on the subject property shall remain the principal USE and the PRINCIPAL BUILDING on the property and the HOME OCCUPATION shall always be an ACCESSORY USE and any building devoted to the HOME OCCUPATION shall be an ACCESSORY BUILDING.

5. Renumber existing Sections 7.1.2 M., N., and O. to 7.1.2 N., O., and P., respectively.

RESOLUTION NO. 2018-62

RESOLUTION AWARDING OF CONTRACT
FOR THE PURCHASE OF A
NEW 2019 TANDEM AXLE TRUCK
BY THE CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

WHEREAS, At a Public Letting held on March 7, 2018, in Urbana, Illinois, the following bid was the low bid received for a new Tandem Axle Truck:

Mack of Decatur, Decatur, Illinois.....\$215,756.00, and

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

WHEREAS, The County Board of Champaign County concurs in the action recommended by the Highway and Transportation Committee.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Champaign County does hereby award the above listed bid to Mack of Decatur, Decatur, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 27th day of March A.D., 2018.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Gordy Hulten, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

New Tandem Truck

Bid Letting March 7, 2018

Dealer/Supplier:	Make of Truck	Year of Truck	Cost
CIT Trucks	Volvo VHD64F300	2019	\$220,975.00
Mack of Decatur	Granite 64FR Mack	2019	\$215,756.00
Rahn Equipment	N/A	N/A	N/A

Complete Unit: Provides complete working system for dump bed, reversible snow plow, and tailgate spreader, similar to the existing Champaign County Highway Trucks, (school bus yellow)

RESOLUTION NO. 2018-63

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

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

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

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

PRESENTED, ADOPTED, APPROVED and RECORDED this 27th day of March, 2018.

C. Pius Weibel, Chair
County Board
Champaign County, Illinois


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

PETITION

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

1. Petitioner is the duly elected Highway Commissioner for the Colfax Road District, Champaign County, Illinois; and
2. There is a bridge located between Sections 5 & 8, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be repaired; and
4. The cost of repairing the aforesaid structure is estimated to be \$17,500.00, which will be more than .02% of the value of all the taxable property in the Colfax Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Colfax Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Colfax Road District is prepared to pay one-half of the cost of the repair of said structure.

Respectfully submitted,

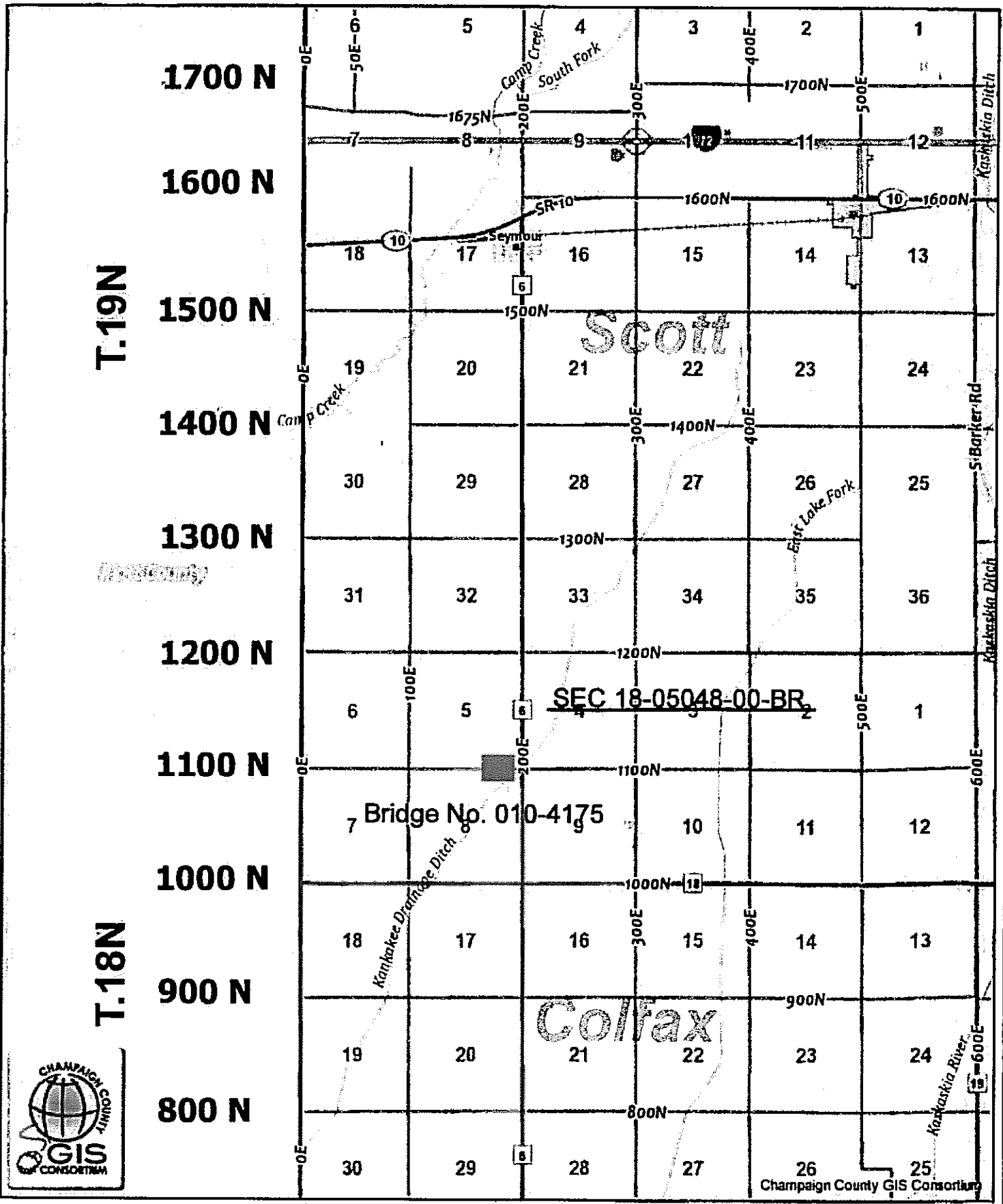


Commissioner of Highways of
Colfax Road District,
Champaign County, Illinois

SEC 18-05048-00-BR, COLFAX TWSP

T.19N

T.18N



4,300 Feet

This map application is intended for use as a general reference only. It is not to be used as a legal document. Users assume all risk arising from the use of this application.

LOCATION MAP

This map application is intended for use as a general reference only. It is not to be used as a legal document. Users assume all risk arising from the use of this application.



RESOLUTION NO. 2018-64

RESOLUTION APPROPRIATING \$60,000.00 FROM
COUNTY BRIDGE FUNDS
FOR A CULVERT REPLACEMENT LOCATED
ON COUNTY HIGHWAY #19
SECTION #18-00049-00-BR

WHEREAS, There is a culvert on County Highway 19 (Sadorus) located between Section 13 and 18 in poor condition, which is endangering the safety of the traveling public; and

WHEREAS, To insure the safety of the traveling public, it is necessary that said culvert be replaced; and

WHEREAS, The cost of replacing of the aforesaid culvert, which shall include construction and design engineering, is estimated to be \$60,000.00; and

WHEREAS, The Highway and Transportation Committee recommends that said replacement be made; and

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

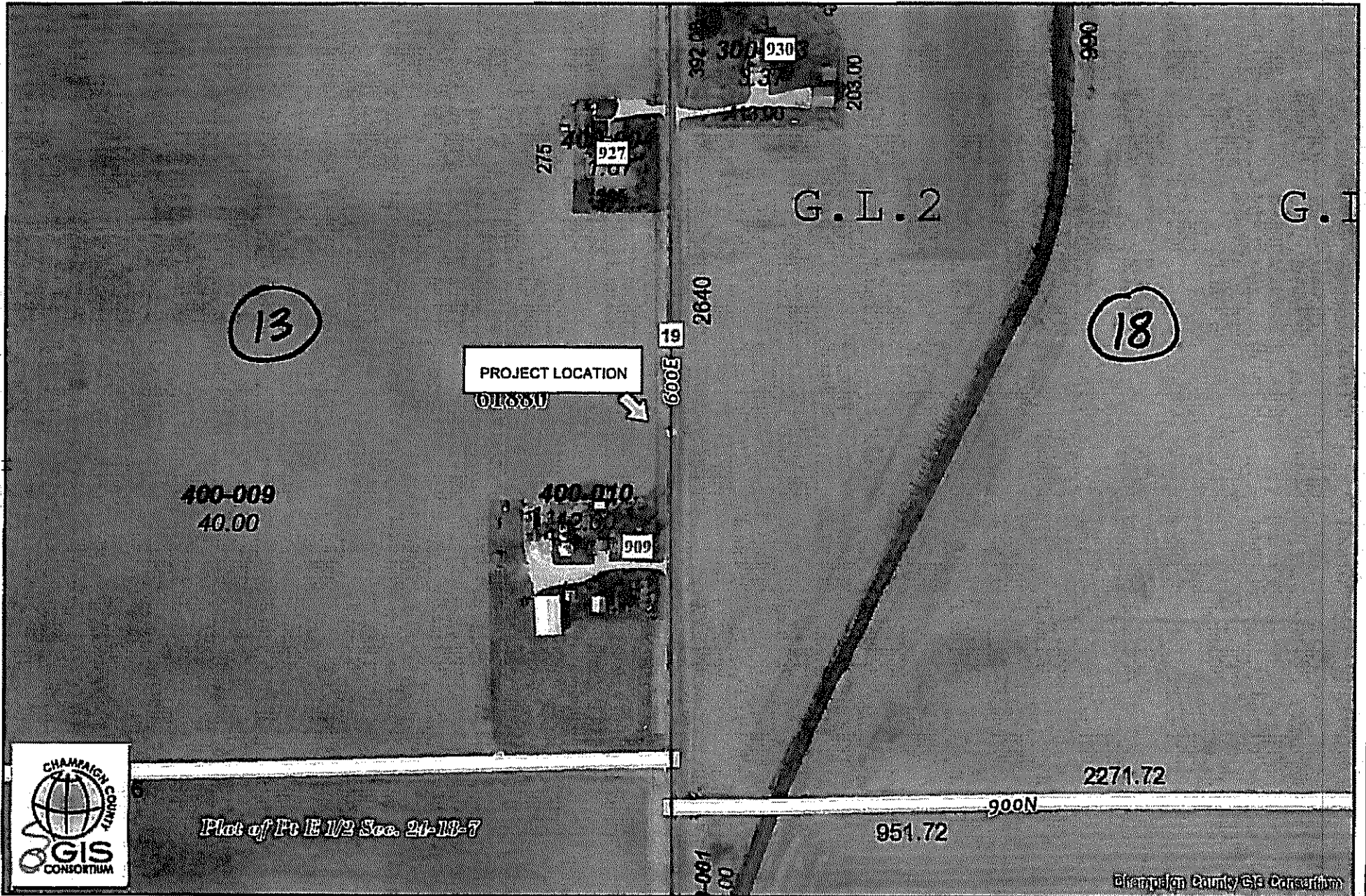
NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Sixty Thousand Dollars (\$60,000.00) from County Bridge Funds for this replacement.

PRESENTED, ADOPTED, APPROVED and RECORDED this 27th day of March A.D., 2018.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Gordy Hulten, County Clerk and
Ex-Officio Clerk of the County Board

SEC. 18-00049-00-BR



Plot of Pt E 1/2 Sec. 21-13-7

Champaign County GIS Consortium

220
Feet

LOCATION MAP

Champaign County GIS Consortium
2010-2011
11/15/2010



RESOLUTION NO. 2018-72

RESOLUTION DESIGNATING DEPOSITORIES FOR FUNDS

WHEREAS, John Farney, County Treasurer of the County of Champaign, State of Illinois, Pursuant to 55 ILCS 5/3-11002 of the Illinois Compiled Statutes, requests the County Board of the County of Champaign to designate a bank or banks, or other depositories in which the funds and other public monies in his custody may be deposited, and

WHEREAS, when requested by the County Treasurer, the designation of depositories for the keeping of County Funds and other public monies in the custody of the County Treasurer of the County of Champaign is a valid exercise of power and duties of said County Board.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Champaign, State of Illinois, that the following Financial Institutions are hereby designated as depositories for the County Funds and other public monies in the custody of John Farney, County Treasurer of the County of Champaign:

Bank of Rantoul
BankChampaign
Busey Bank
Central Illinois Bank
Chase Bank
Commerce Bank
Community Plus Federal Credit Union
Dewey Bank
First Bank
First Federal Savings Bank
First Financial Bank
First Mid-Illinois Bank & Trust
First Midwest Bank
First State Bank
First State Bank of Forrest
Fisher National Bank
The Gifford State Bank
Heartland Bank & Trust
Hickory Point Bank & Trust
Illinois Funds c/o U.S. Bancorp Fund Services, LLC
Illinois National Bank
Iroquois Federal
Longview Bank
Marine Bank
Midland States Bank
Philo Exchange Bank

PNC Bank
Prairie State Bank and Trust
Prospect Bank
Regions Bank
State Bank of Bement - Ivesdale Branch
U of I Community Credit Union

BE IT FURTHER RESOLVED that this resolution shall supersede and cancel all previous resolutions relating to the designation of depositories for funds in the custody of the Champaign County Treasurer.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 27th day of March, A.D., 2018.

C. Pius Weibel, Chair
Champaign County Board

Gordy Hulten, County Clerk &
Ex-officio Clerk of the Champaign
County Board

RESOLUTION NO. 2018-73

TRANSFER OF FUNDS

March 2018

FY 2018

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

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following transfers within to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2018 budget.

Budget Transfer #18-00002

Fund 080 General Corporate
Dept. 075 General County & 140 Correctional Center

<u>TRANSFER TO ACCOUNT</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT</u>
140-512.03 SLEP Regular Full-time Employee	\$180,846	075-533.99 Contingent Expense

REASON: to Fund Corrections and Court Security Increases for FY2018 for Labor contracts Settled in November 2017 and January 2018

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 2018-74

BUDGET AMENDMENT

March 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00003

Fund: 080 General Corporate
Dept. 040 Sheriff

ACCOUNT DESCRIPTION
Increased Appropriations:
544.30 Automobiles, Vehicles

AMOUNT

Total \$15,220
\$15,220

Increased Revenue:
369.90 Other Misc. Revenue

Total \$15,220
\$15,220

REASON: Funds Received this FY2018 for Totaled Squad Car in FY2017 Placed in Automobile/Vehicle Line Item to Allow for Replacement

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 2018-75

BUDGET AMENDMENT

March 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00004

Fund: 080 General Corporate
Dept. 072 ADA Compliance

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
544.41 Parking Lot/Sidewalk Construction	<u>\$7,700</u>
	Total \$7,700
Increased Revenue:	
None: from Fund Balance	<u>\$0</u>
	Total \$0

REASON: Re-encumber Funds to Complete ADA Parking Lot Improvements at Satellite Jail

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 2018-76

BUDGET AMENDMENT

March 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00005

Fund: 105 Capital Asset Replacement
Dept. 059 Facilities Planning

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

533.04 Engineering Services

\$55,815

544.41 Parking Lot/Sidewalk Construction

\$96,000

Total \$151,815

Increased Revenue:

None: from Fund Balance

\$0

Total \$0

REASON: Re-encumber Funds for Capital Asset Replacement Fund Projects not Completed in FY2017

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 2018-77

BUDGET AMENDMENT

March 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00006

Fund: 075 Regional Planning Commission
Dept. 869 Weatherization-Ameren IL

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-time Employees	\$63,500
522.15 Gasoline & Oil	\$3,000
522.16 Tools	\$5,000
522.93 Operational Supplies	\$5,000
533.29 Computer/Information Technology Services	\$4,000
533.42 Equipment Maintenance	\$1,500
533.55 Weatherization Health/Safety	\$20,000
534.30 Weatherization Labor	\$50,000
534.94 Weatherization Materials	<u>\$50,000</u>
Total	\$202,000
Increased Revenue:	
341.40 Technical Service Cont.	<u>\$202,000</u>
Total	\$202,000

REASON: To Accommodate A New Contract with Ameren IL that Complements the Existing IL HON Weatherization Assistance Program for Champaign County. This Contract will Allow Enhanced Weatherization Services Including Insulation, Air-Sealing, and Health and Safety Measures for an Additional 80 Income-Eligible Households

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 2018-78

BUDGET AMENDMENT

March 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00007

Fund: 080 General Corporate
Dept. 077 Zoning & Enforcement

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
533.93 Dues & Licenses	\$575
533.70 Legal Notices and Advertising	<u>\$315</u>
	Total \$890
Increased Revenue:	
None: from Fund Balance	<u>\$0</u>
	Total \$0

REASON: Funds Necessary for the Nursing Home Subdivision Application Fee to the City of Urbana and Required Legal Notice for Zoning Case

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 2018-79

BUDGET AMENDMENT

March 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00009

Fund: 093 Foreclosure Mediation
Dept. 031 Circuit Court

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.05 Temporary Salaries & Wages	\$14,930
513.01 Social Security-Employer	\$1,143
513.04 Worker's Compensation Insurance	<u>\$83</u>
Total	\$16,156
Increased Revenue:	
None: from Fund Balance	<u>\$0</u>
Total	\$0

REASON: Grant Funding for Foreclosure Mediation Program Expires May 2018. Program Fees Collected to Date to be Used to Fund Temporary Part-time Program Coordinator Position to End of FY2018

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 2018-80

RESOLUTION AUTHORIZING A RENEWAL TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF HEALTHCARE & FAMILY SERVICES & THE CHAMPAIGN COUNTY STATE'S ATTORNEY

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 Illinois Department of Healthcare and Family Services (hereinafter "IDHFS") and the Champaign County State's Attorney desire to renew Agreement No. 2017-55-013-K; and

WHEREAS, The term of this agreement shall be from July 1, 2018 through June 30, 2019 unless the Agreement is otherwise terminated;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into a renewal of Agreement No. 2017-55-013-K between the Illinois Department of Healthcare and Family Services and the Champaign County State's Attorney's Office.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESUME OF MINUTES OF A REGULAR MEETING OF THE
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS
February 22, 2018

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, February 22, 2018, at 6:30 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 Clerk of the Meeting.

ROLL CALL

Roll call showed the following members present: Anderson, Clemmons, Clifford, Cowart, Esry, Fortado, Goss, Harper, Hartke, Marsh, McGuire, Patterson, Petrie Rector, Rosales, Stohr, Summers, Tinsley and Weibel – 19; absent: Crews, King and Mitchell – 3. Thereupon, the Chair declared a quorum present and the Board competent to conduct business.

PRAYER & PLEDGE OF ALLEGIANCE

Chair Weibel read a prayer. The Pledge of Allegiance to the Flag was recited.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* on February 1, 8 and 15, 2018.

APPROVAL OF AGENDA/ADDENDA

Board Member Rosales offered the motion to approve the Agenda/Addenda; seconded by Board Member Esry. Approved by voice vote.

DATE/TIME OF NEXT MEETINGS

Board Member Rosales offered the motion to approve rescheduling the County Board Meeting from Thursday, March 22 to Tuesday, March 27; seconded by Board Member Harper. Discussion followed. Approved by voice vote.

Standing Committees

The next County Facilities Committee Meeting will be held on Tuesday, March 6, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center; the next Environment and Land Use Committee Meeting will be held on Thursday, March 8, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center; the next Highway and Transportation Committee Meeting will begin on Friday, March 9, 2018 at 9:00 A.M. in the Fleet Maintenance Facility.

Committee of the Whole

The next Committee of the Whole for Finance; Justice & Social Services; Policy,

Personnel, & Appointments will be held Tuesday, March 13, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

County Board

The next Regular meeting of the Champaign County Board will be held on ~~Thursday, March 22~~ Tuesday, March 27, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

PUBLIC PARTICIPATION

Amy Felty spoke regarding the film Racial Taboo. Yvonne Sadler spoke regarding the issues in the Scottswood neighborhood. Michael Van Pelt spoke regarding the issues in the Scottswood neighborhood.

CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE

Facilities

Adoption of Resolution No. 2018-29 Approving Lease Between the County of Champaign and the Champaign County Geographic Information System Consortium.

Adoption of Resolution No. 2018-30 Approving Second Amendment of Lease Between the County of Champaign and the Attorney General's Office.

Environment & Land Use

Adoption of Resolution No. 2018-31 Approving An Intergovernmental Agreement Between Champaign County, Illinois and Will County, Illinois.

Adoption of Resolution No. 2018-32 Approving An Agreement Between the County of Champaign, Parkland College, and A-Team Recyclers, LLC with Regard to 2018 Residential Electronics Collections.

Adoption of Resolution No. 2018-33 Approving An Intergovernmental Cost-Sharing Agreement Between the County of Champaign, the city of Champaign, the City of Urbana, and the Village of Savoy for Two Residential Electronics Collection Events in 2018.

Adoption of Resolution No. 2018-34 Authorizing Participation in the Manufacturer E-Waste Program in 2019 Under the Illinois Consumer Electronics Recycling Act.

Justice & Social Services

Adoption of Resolution No. 2018-39 Approving Addendum to Extended Contract Between the County Board and Rosecrance for Re-Entry Programming.

Adoption of Resolution No. 2018-40 to Urge the Housing Authority of Champaign County to Change its Eligibility Policies to Provide Fair Housing Rights to All Applicants with Criminal Conviction Records Except when U.S. Department of

Housing and Urbana Development Rules Require a Public Housing Authority to Reject an Application Due to a Criminal Record.

Adoption of Resolution No. 2018-41 to Urge the Champaign City Council to Repeal Section 17.4-5 of the City Code.

Finance

Adoption of Resolution No. 2018-42 Authorizing the County Board Chair to Assign a Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel 14-0023-0069.

Adoption of Resolution No. 2018-43 Designating Depositories for Funds.

Adoption of Resolution No. 2018-44 Authorizing Budget Transfer 17-00011:
Fund-076 Tort Immunity Tax / Dept. 075 General County
Total Amount: \$112,000

Reason: Transfer from Unemployment Insurance Line (underspent due to a rate decrease), to Insurance Line to Cover Increases in Property and Auto Claims and Required Liability Funding per Actuarial Study.

Adoption of Resolution No. 2018-45 Authorizing Budget Amendment 18-00001:
Fund-076 Tort Immunity Tax / Dept. 075 General County
Increased Appropriations: \$82,000
Increased Revenue: None: from Fund Balance

Reason: Increase in Insurance Appropriation Required Based on Prior Fiscal Year Expenditures, and Claims to be Billed in FY2018. This Budget Remains Revenue Positive with the Increased Appropriation.

Adoption of Resolution No. 2018-46 Authorizing Budget Transfer 17-00012:
Fund-091 Animal Control / Dept. 247 Animal Warden Services & 047 Animal Control Administration
Total Amount: \$2,978

Reason: to Cover Computer Service Costs.

Adoption of Resolution No. 2018-47 Authorizing Budget Transfer 17-00013:
Fund-080 General Corporate / Dept. 030 Circuit Clerk
Total Amount: \$2,000

Reason: Transfer from Remaining Salary Line to Pay for December Legal Notices.

Adoption of Resolution No. 2018-48 Authorizing Budget Amendment 17-00063:
Fund-610 Working Cash / Dept. 026 County Treasurer
Increased Appropriations: \$2,339
Increased Revenue: None: \$2,339

Reason: Earned More Interest than Budgeted.

Adoption of Resolution No. 2018-49 Authorizing Budget Amendment 17-00066:

Fund-089 County Public Health / Dept. 049 Board of Health

Increased Appropriations: \$62,238

Increased Revenue: \$62,238

Reason: Additional IDPH Tobacco Free Community Grant Funds were Received in FY2017. Increased Appropriation for Professional Services is Required to Pay for Tobacco Prevention and Control Grant Expenses (Predominantly Advertisement).

Adoption of Resolution No. 2018-50 Authorizing Budget Amendment 18-00002:

Fund 110 Workforce Development / Dept. 832 SNAP to Success-

Employment & Training

Increased Appropriations: \$86,000

Increased Revenue: \$86,000

Reason: The SNAP to Success program is a collaboration between Carle Health Systems and the Regional Planning Commission designed to promote self-sufficiency among SNAP participants by obtaining marketable, in-demand healthcare-related skills that result in stable long-term employment and entrepreneurship opportunities.

Adoption of Resolution No. 2018-51 Abating Certain Taxes Hereto Levied to Pay the Principal of and Interest on Various Outstanding Bonds of the County.

Adoption of Resolution No. 2018-52 Authorization for a Loan to the General Corporate Fund from the Public Safety Sales Tax Fund.

Policy, Personnel, & Appointments

Adoption of Resolution No. 2018-53 Appointing Raymond Cunningham to the Lincoln Legacy Committee, Term 3/1/2018-2/28/2021.

Adoption of Resolution No. 2018-54 Appointing Kim Ruckman to the Community Action Board, Term 12/1/2017-11/30/2020.

Adoption of Resolution No. 2018-55 Approving Precinct Boundaries.

Adoption of Resolution No. 2018-56 Appointing John Clifford to the Labor/Management Health Insurance Committee & as County Board Liaison to the Regional Office of Education.

Adoption of Resolution No. 2018-57 Appointing Jack Anderson to the Litigation Committee.

Adoption of Resolution No. 2018-58 Appointing Aaron Esry as County Board Liaison to the Rural Transit Advisory Group (RTAG).

Adoption of Resolution No. 2018-59 Appointing Brad Clemmons as County Board Liaison to the Region 8 Human Service Transportation Plan (HSTP) Policy Committee.

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

Consent Agenda approved by roll call vote.

Yeas: Anderson, Clemmons, Clifford, Cowart, Esry, Fortado, Goss, Harper, Hartke, Marsh, McGuire, Patterson, Petrie Rector, Rosales, Stohr, Summers, Tinsley and Weibel – 19;

Nays: None.

COMMUNICATIONS

Board Members Stohr and McGuire spoke regarding Tom Berns who had recently passed away. Board Member Marsh gave an update on two bills regarding reporting for the Mahomet Aquifer. Champaign County Administrator Busey announced an Art Fair would be held at the Champaign County Nursing Home on February 25th from 1-5 P.M.

APPROVAL OF MINUTES

Board Member Rosales offered a motion to approve the minutes of the Regular County Board Meeting for January 18, 2018; seconded by Board Member Esry. Approved by voice vote.

NURSING HOME QUARTERLY REPORT PRESENTATION

Board Member Anderson announced the Nursing Home Quarterly Report had been distributed.

STANDING COMMITTEES

Facilities

There were no items for Board action.

Environment & Land Use

There were no items for Board action.

AREAS OF RESPONSIBILITY

Finance

Board Member Fortado, Deputy Chair, recommended adoption of Resolution No. 2018-35 Authorizing Payment of Claims; seconded by Board Member Goss. Adopted by voice vote.

Board Member Fortado recommended adoption of Resolution No. 2018-36 Authorizing Purchases Not Following Purchasing Policy; seconded by Board Member Hartke. Adopted by voice vote.

Board Member Fortado recommended adoption of Resolution No. 2018-38 Authorizing Payment of Nursing Home FY2018 Property/Liability Insurance Premium from Self-Funded Insurance Fund and Subsequent Internal Billing and

Repayment from Nursing Home Fund; seconded by Board Member Cowart.
Adopted by voice vote.

NEW BUSINESS

Finance, cont.

Board Member Fortado recommended adoption of Resolution No. 2018-37
Authorizing Budget Transfer 17-00014:

Fund 091 Animal Control-Dept. 047 Animal Control Administration & 247
Animal Warden Services

Total Amount: \$3,471

Reason: to Cover Insurance Costs; seconded by Board Member Hartke. Adopted
by voice vote.

Adopted by 15 vote required roll call vote.

Yeas: Anderson, Clemmons, Clifford, Cowart, Esry, Fortado, Goss, Harper,
Hartke, Marsh, McGuire, Patterson, Petrie Rector, Rosales, Stohr,
Summers, Tinsley and Weibel – 19;

Nays: None.

Litigation

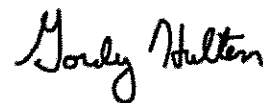
Board Member Rosales, Chair, recommended adoption of Resolution No. 2018-60
Approving Forbearance Agreement between HealthPro Therapy Services, LLC
and Champaign County; seconded by Board Member Hartke. Discussion followed.
Adopted by a show of hands as a voice vote was undeterminable.

OTHER BUSINESS

There was no other business.

ADJOURN

Board Chair Weibel adjourned the Meeting at 6:54 P.M.



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

RESUME OF MINUTES OF A SPECIAL MEETING OF THE
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS
March 13, 2018

The County Board of Champaign County, Illinois met at a Special Meeting, Tuesday, March 13, 2018, at 6:03 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 Clerk of the Meeting.

ROLL CALL

Roll call showed the following members present: Clemmons, Clifford, Esry, Fortado, Goss, Harper, Hartke, King, McGuire, Mitchell, Patterson, Petrie, Rector, Rosales, Stohr, Summers, Tinsley, Anderson and Weibel – 19; absent: Cowart, Crews, and Marsh – 3. Thereupon, the Chair declared a quorum present and the Board competent to conduct business.

READ NOTICE OF MEETING

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* on March 9, 2018.

APPROVAL OF AGENDA/ADDENDA

Board Member Goss offered the motion to approve the Agenda/Addenda; seconded by Board Member Petrie. Approved by voice vote.

PUBLIC PARTICIPATION

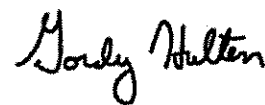
There was no public participation.

ADOPTION OF RESOLUTION NO. 2018-66 APPROVING A LEASE AGREEMENT AND SERVICES AGREEMENT BETWEEN COUNTY OF CHAMPAIGN AND ROSECRANCE, INC.

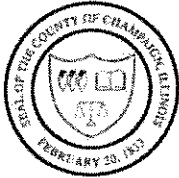
Board Chair Weibel announced there would be no action on Resolution No. 2018-66. Barbara Mann and Van Anderson explained the circumstances of why no lease agreement had been made and answered Board Member's questions.

ADJOURN

Board Chair Weibel adjourned the Meeting at 6:12 P.M.



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

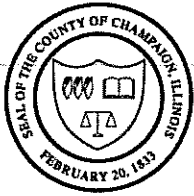


**CHAMPAIGN COUNTY BOARD
FACILITIES COMMITTEE
Summary of Action Taken at the March 6, 2018 Meeting**

MEMBERS PRESENT: Jack Anderson, Stan Harper, Josh Hartke, Giraldo Rosales, James Tinsley
MEMBERS ABSENT: Shana Crews, Jon rector

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	6:30 p.m.
II. Roll Call	5 committee members present
III. Approval of Agenda	Approved
IV. Approval of Minutes – February 6, 2018	Approved as distributed
V. Public Participation	None
VI. Communications	None
VII. Items to be Recommended to the County Board	
A. Approval of Contract for ITB #2018-002 Satellite Jail Domestic Hot Water Delivery System Replacement Project	<i>* Recommend Approval to County Board for ITB #2018-002 Satellite Jail Domestic Hot Water Delivery System Replacement Project to Reliable Plumbing and Heating Company</i>
i. Bid Tabulation	
ii. GHR Engineering Recommendation	
VIII. Facilities Director's Report	Information Only
A. Update on CCNH Plot Revision	
B. Review County Lease Information	
C. Update on ILEAS	
D. Review of 2017 Capital Fund Expenses	
E. Update on Downtown Jail Fire Alarm Panel	
IX. Chair's Report	
A. Future Meeting – Tuesday, April 3, 2018 at 6:30 p.m.	Information Only
X. Other Business	
A. Approval of CLOSED Minutes-February 6, 2018	Approved as Distributed
B. Semi-Annual Review of CLOSED Session Minutes	None to Review
XI. Designation of Items to be placed on the Consent Agenda	VII A
XII. Adjournment	7:18 P.M.

****Denotes Inclusion on the Consent Agenda***



CHAMPAIGN COUNTY BOARD
ENVIRONMENT AND LAND USE COMMITTEE
Summary of Action Taken at the March 8, 2018 Meeting

MEMBERS PRESENT: Aaron Esry, Stephanie Fortado, Jim Goss, Brooks Marsh, Pattsy Petrie
MEMBERS ABSENT: Robert King, Kyle Patterson,

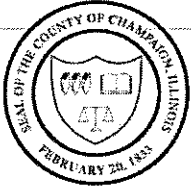
<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	6:32 p.m.
II. Roll Call	5 committee members present
III. Approval of Agenda	Approved as distributed
IV. Approval of Minutes – February 8, 2018	Approved as distributed
V. Public Participation	Chris Stohr, Ted Hartke
VI. Communications	Susan Burgstrom filling in for John Hall who is attending a Farm Bureau Meeting
VII. For Information Only	
A. Land Resource Management Conditions Relevant to Champaign County: 2018 Annual Update	None
B. Update Regarding IEPA Used Tire Collection for Local Government	None
C. Zoning Ordinance Noise Limits for Wind Farms and Solar Farms	None
VIII. Items to Receive and Place on File by ELUC to Allow for a 30-Day Review Period	
A. Proposed Minor Amendments to the Land Resource Management Plan	Received and Placed on File
IX. Items to be Approved by ELUC	
A. Annual Renewal of Recreation & Entertainment License	
i. Tincup RV Park, Inc., 1715 East Tincup Road, Mahomet. 01/01/18 – 12/31/18	Approved
X. Items to be Recommended to the County Board	
A. Subdivision Case 199-18: Eichorst Subdivision – Final Plat Approval of a One-Lot Minor Subdivision for an anticipated Contractor's Facility to be located in the Southwest Quarter of Section 18 of T20N-R9E in Somer Township and located adjacent to the IDOT Highway Maintenance Facility on Leverett Road.	<i>*RECOMMEND County Board Approval of One-Lot Minor Subdivision, per Subdivision Case 199-18</i>
B. Zoning Case 873-AT-17. Amend the text of the Zoning Ordinance as follows: Part A. Amend Sections 7.1.1 and 7.1.2 to require a Special Use Permit for any Neighborhood Home Occupation or Rural Home Occupation that exceeds and/or does not meet the other requirements of Section 7.1.1 or Section 7.1.2 provided that the Home Occupation is not a prohibited Home Occupation under paragraph 7.1.1.I. or 7.1.2.J. and specify that the residential use shall remain the	<i>*RECOMMEND County Board Approval of Amending the text of the Zoning Ordinance, per Zoning Case 873-AT-17</i>

principal use on the property and the dwelling on the subject property shall remain the principal building.

Part B. Amend Section 7.1.1 to authorize "minor auto repair" as a Neighborhood Home Occupation subject to a Special Use Permit when located more than 1.5 miles from a municipality that prohibits "minor auto repair" as a home occupation and subject to several standard conditions including but not limited to a condition that the minor auto repair shall be conducted inside a building and a condition that the total building area occupied by the minor auto repair shall not exceed 1,500 square feet or more than 150% of the dwelling unit area, whichever is greater

- | | |
|---|--------------------|
| XI. Other Business | |
| A. Semi-annual Review of CLOSED Session Minutes | Maintain as CLOSED |
| XII. Chair's Report | None |
| XIII. Designation of Items to be placed on the Consent Agenda | X A and X B |
| XIV. Adjournment | 7:33 p.m. |

****Denotes Inclusion on the Consent Agenda***



**CHAMPAIGN COUNTY BOARD
HIGHWAY & TRANSPORTATION COMMITTEE
Summary of Action Taken at the March 9, 2018 Meeting**

MEMBERS PRESENT: Lorraine Cowart (Chair), Brad Clemmons, John Clifford, Max Mitchell, Chris Stohr, Steve Summers, C. Pius Weibel

MEMBERS ABSENT: Jim McGuire

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	9:00 am
II. Roll Call	7 Committee members present, 1 absent
III. Approval of Agenda/Addenda	Approved
IV. Approval of Minutes – January 12, 2018	Approved
V. Public Participation	None
VI. Communications	None
VII. County & Township Motor Fuel Tax Claims – January & February 2018	Approved
VIII. 2017 Final Bridge Report	Information and Discussion Only
IX. Resolution Awarding Contract for New Tandem Truck	*RECOMMEND COUNTY BOARD APPROVAL of Resolution Awarding Contract for New Tandem Truck
X. Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund, Colfax Township, Section #18-05048-00-BR	*RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving the Appropriation of Funds from the County Bridge Fund, Colfax Township, Section #18-05048-00-BR
XI. Resolution Approving Appropriation of Funds from the County Bridge Fund, CH 19, Section #18-00049-00-BR	*RECOMMEND COUNTY BOARD APPROVAL of Resolution Approving the Appropriation of Funds from the County Bridge Fund, CH 19, Section #18-00049-00-BR
XII. Tractor Purchase	Information and Discussion Only
XIII. Boiler Slag RFP	Not Discussed
XIV. Other Business	
A. Semi Annual Review of Closed Session Minutes	Maintain as Closed
XV. Chair's Report	None

<u>Agenda Item</u>	<u>Action Taken</u>
XVI. Designation of Items to be Placed on the Consent Agenda	IX, X, XI
XVII. Adjournment	9:32 AM

*Denotes Inclusion on the Consent Agenda

COMMITTEE OF THE WHOLE
Finance/ Policy, Personnel, & Appointments/Justice & Social Services
County of Champaign, Urbana, Illinois
Summary of Action Taken Tuesday, March 13, 2018

Agenda Items

- | | | |
|--------------|--|--|
| I. | <u>Call To Order</u> | 6:31 p.m. |
| II. | <u>Roll Call</u> | 19 members present |
| III. | <u>Approval of Agenda/Addenda</u> | Approved |
| IV. | <u>Approval of Minutes</u> | Approved |
| | A. February 7, 2018 – County Administrator Evaluation Committee | Approved |
| | B. February 13, 2018 – Committee of the Whole | Approved |
| V. | <u>Public Participation</u> | Dorothy Vura-Weis |
| VI. | <u>Communications</u> | None |
| VII. | <u>Justice & Social Services</u> | |
| | A. Presentation on the Database and Recommendations of the Community Engagement Subcommittee | Information Only |
| | B. Community Reentry Quarterly Report – December 2017 through February 2018 | Report received and placed on file |
| | C. Monthly Reports – | All reports received and placed on file |
| | 1. Animal Control – January 2018 | |
| | 2. Emergency Management Agency – February 2018 | |
| | 3. Head Start – February 2018 | |
| | 4. Probation & Court Services – January 2018 | |
| | 5. Public Defender – January 2018 | |
| | 6. Veterans’ Assistance Commission – January 2018 | |
| | D. Other Business | |
| | 1. Semi-Annual Review of Closed Session Minutes | Minutes Shall Remain Closed Pursuant to Resolution No. 7969 Establishing Procedures for Semi-annual Review of Closed Session Minutes |
| | E. Chair’s Report | |
| VIII. | <u>Policy, Personnel, & Appointments</u> | |
| | A. County Clerk | |
| | 1. February 2018 Report | Received and placed on file |
| | B. State’s Attorney | |
| | 1. Request for Additional Assistant State’s Attorney for One Year | RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing a Temporary Additional Assistant State’s Attorney Position for FY2018 |
| | C. County Administrator | |
| | 1. Administrative Services Monthly Report – February 2018 | Received and placed on file |
| | D. Other Business | |
| | 1. Semi-Annual Review of Closed Session Minutes | Minutes Shall Remain Closed Pursuant to Resolution No. 7969 Establishing Procedures for Semi-annual Review of |

Committee of the Whole
Finance, Policy, Personnel, & Appointments, Justice & Social Services
Summary of Action Taken March 13, 2018
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Agenda Items

Closed Session Minutes

- E. Chair's Report
 - 1. County Board Appointments Expiring April 30, 2018: Various Fire Protection Districts – Term 5/1/2018-April 30, 2021 Information Only
- F. Designation of Items to be Placed on the Consent Agenda None

IX. Finance

- A. Budget Amendments/Transfers
 - 1. Budget Transfer 18-00002 ****RECOMMEND COUNTY BOARD APPROVAL of Resolutions Authorizing Budget Transfer 18-00002, and Budget Amendments 18-00003, 18-00004, 18-00005, 18-00006, 18-00007, and 18-00009***
 Fund 080 General Corporate – Depts. 075 General County & 140 Correctional Center
 Total: \$180,846
 Reason: to Fund Corrections and Court Security Increases for FY2018 for Labor Contracts Settled in November 2017 and January 2018
 - 2. Budget Amendment 18-00003
 Fund 080 General Corporate – 040 Sheriff
 Increased Appropriations: \$15,220
 Increased Revenue: \$15,220
 Reason: Funds Received for Totaled Squad Car (9/3/2017) to be Placed Back into Line Item to Allow for Purchase of Replacement
 - 3. Budget Amendment 18-00004
 Fund 080 General Corporate – 072 ADA Compliance
 Increased Appropriations: \$7,700
 Increased Revenue: None: from Fund Balance
 Reason: Re-encumber Funds to Complete ADA Parking Lot Improvements at Satellite Jail
 - 4. Budget Amendment 18-00005
 Fund Capital Asset Replacement – Dept. 059 Facilities Planning
 Increased Appropriations: \$151,815
 Increased Revenue: None: from Fund Balance
 Reason: Re-encumber Funds for Capital Asset Replacement Fund Projects not Completed in FY2017
 - 5. Budget Amendment 18-00006
 Fund 075 Regional Planning Commission – Dept. 869 Weatherization-Ameren IL
 Increased Appropriations: \$202,000
 Increased Revenue: \$202,000
 Reason: To Accommodate A New Contract with Ameren IL that Complements the Existing IL HON Weatherization Assistance Program for Champaign County. This Contract will Allow Enhanced Weatherization Services Including Insulation, Air-

Agenda Items

- Sealing, and Health and Safety Measures for an Additional 80 Income-Eligible Households
6. Budget Amendment 18-00007
Fund 080 General Corporate – Dept. 077 Zoning and Enforcement
Increased Appropriations: \$890
Increased Revenue: None: from Fund Balance
Reason: Funds Necessary for the Nursing Home Subdivision Application Fee to the City of Urbana and Required Legal Notice for Zoning Case
 7. Budget Amendment 18-00009
Fund 093 Foreclosure Mediation – Dept. 031 Circuit Court
Increased Appropriations: \$16,156
Increased Revenue: None: from Fund Balance
Reason: Grant Funding for Foreclosure Mediation Program Expires May2018. Program Fees Collected to Date to be used to Fund Temporary Part-Time Program Coordinator Position to End of FY2018
- B. Treasurer
1. Monthly Reports – February 2018 Report & General Corporate Cash Flow Report
Received and placed on file
 2. Resolution Designating Depositories for Funds
****RECOMMEND COUNTY BOARD APPROVAL of a Resolution Designating Depositories for Funds***
- C. Auditor
1. Monthly Report – February 2018
Received and placed on file
 2. Nursing Home - Cash Flows from Operating Activities History
Received and placed on file
- D. Nursing Home & County Administration
1. February Nursing Home Cash Flow Report
Received and placed on file
 2. Cash Flow Management Recommendation
RECOMMEND COUNTY BOARD APPROVAL of a Resolution for Loan from the General Corporate Fund to the Nursing Home Fund based upon recommended requirements as amended
 3. Financial Statement Summary
Received and placed on file
- E. County Administrator
1. FY2017 General Corporate Fund Final Budget Report
Reports received and placed on file
 2. FY2017 General Corporate Fund Final Budget Change Report
- F. Other Business
1. Semi-Annual Review of Closed Session Minutes
Minutes Shall Remain Closed Pursuant to Resolution No. 7969 Establishing Procedures for Semi-annual Review of

Committee of the Whole
Finance; Policy, Personnel, & Appointments; Justice & Social Services
Summary of Action Taken March 13, 2018
Page 4

Agenda Items

	Closed Session Minutes
2. Renewal of Intergovernmental Agreement Between the Illinois Department of Healthcare & Family Services & Champaign County State's Attorney	<i>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Renewal of Intergovernmental Agreement Between the Illinois Department of Healthcare & Family Services & Champaign County State's Attorney</i>
G. Chair's Report	None
H. Designation of Items to be Placed on the Consent Agenda	A1-7; B2; F2
X. Other Business	
A. Approval of Closed Session Minutes of February 13, 2018	Approved
XI. Adjournment	8:26 p.m.

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

RESOLUTION NO. 2018-68

PAYMENT OF CLAIMS AUTHORIZATION

MARCH, 2018

FY 2018

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$666,614.32 including warrants 571662 through 572770; 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 \$666,614.32 including warrants 571662 through 572770 is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March, A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 2018-69

PURCHASES NOT FOLLOWING PURCHASING POLICY

March 2018

FY2018

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 March 27, 2018 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

FOR COUNTY BOARD APPROVAL
3/22/18

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
PETTY CASH VIOLATION-OVER LIMIT PER ITEM						
** Nursing Home	081-410-522.06	VR#044-084	02/19/18	Postage 1/25	Champaign Co NH Petty Cash	\$ 50.45
FY2017 PAYMENTS MADE IN FY2018						
** Circuit Court	080-031-533.03	VR#031-063	03/01/2018	Attorney service 8/31-12/28/17	Matthew D Lee	\$ 3,300.00
** Sheriff	080-040-522.45	VR#040-078	03/01/2018	Partition & gun rack 12/13/17	Ray O'Herron Co, Inc	\$ 1,218.00
** Nursing Home	081-various	VR#044-180	02/20/2018	Suppl, license, late fee 12/11-27	Visa Cardmember Service	\$ 1,025.83
** Animal Control	091-248-534.66	VR#091-038	02/27/2018	Surgeries 12/8-22	University of IL Vet Teach Hosp	\$ 175.00
** Early Childhood Fund	104-000-172.00	VR#104-339	02/28/2018	Food rebates 6/8/17	Gordon Food Service	\$ (263.58)
** Early Childhood Fund	104-000-172.00	VR#104-340	02/28/2018	Food rebates 6/8/17	Gordon Food Service	\$ (52.71)
** Early Childhood Fund	104-000-172.00	VR#104-341	02/28/2018	Food rebates 12/6/17	Gordon Food Service	\$ (196.48)
** Early Childhood Fund	104-000-172.00	VR#104-342	02/28/2018	Food rebates 12/6/17	Gordon Food Service	\$ (39.29)
** Early Childhood Fund	104-606-533.19	VR#104-377	03/01/2018	College tuition 9/22-11/27	Ashford University	\$ 3,661.20
** Self-funded Insurance	476-118-533.03	VR#118-018	02/28/2018	NH attorney service 12/21-29	Heyl, Royster, Voelker, & Allen	\$ 805.00
** Self-funded Insurance	476-118-533.03	VR#118-019	02/28/2018	NH attorney service 12/1-4	Heyl, Royster, Voelker, & Allen	\$ 140.00

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

** Paid-For information only

RESOLUTION NO. 2018-70

AUTHORIZATION FOR LOAN AUTHORITY TO THE NURSING HOME FUND FROM
THE GENERAL CORPORATE FUND

WHEREAS, The Nursing Home Fund may periodically need a loan to manage the issue of a cash shortfall to cover payroll; and

WHEREAS, The General Corporate Fund has adequate reserves to cover a cash shortfall for the Nursing Home's payroll on a short term basis; and

WHEREAS, The FY2018 tax levy for the General Corporate Fund is \$11,549,743 and there are no outstanding General Corporate Fund tax anticipation warrants or notes;

WHEREAS, the Finance Committee recommends to the County Board approval of authority for loan to the Nursing Home Fund from the General Corporate fund pursuant to the following terms and conditions:

1. Accounts Payable for the Nursing Home will be processed only in the weeks that payroll is issued, and after the determination of adequate funds to cover payroll, all remaining funds available in that week will be applied to the Accounts Payable requisitions submitted by the Nursing Home as prioritized and agreed upon by SAK, the County Auditor and the County Administrator; and
2. If there are not adequate funds to cover payroll in a payroll week, the County Treasurer is authorized to cover the shortfall with a loan from the General Corporate Fund to the Nursing Home Fund; and
3. When a loan has been made as indicated in #2, the County Treasurer is further instructed to repay the General Corporate Fund from the Nursing Home Fund with the next revenues deposited into the Nursing Home Fund until the General Corporate Fund is fully repaid; and
4. The County Treasurer is directed to provide notice to all members of the County Board via e-mail communication whenever an action is taken pursuant to the terms of this Resolution; and
5. The terms of this authorization for loan authority to the Nursing Home Fund from the General Corporate Fund shall expire on November 30, 2018;

NOW, THEREFORE, BE IT RESOLVED that pursuant to 55 ILCS 5/5-1016, the Champaign County Board approves authority for a loan to the Nursing Home Fund from the General Corporate Fund pursuant to the following terms and conditions:

1. Accounts Payable for the Nursing Home will be processed only in the weeks that payroll is issued, and after the determination of adequate funds to cover payroll, all remaining funds available in that week will be applied to the Accounts Payable requisitions submitted by the Nursing Home as prioritized and agreed upon by SAK, the County Auditor and the County Administrator; and

2. If there are not adequate funds to cover payroll in a payroll week, the County Treasurer is authorized to cover the shortfall with a loan from the General Corporate Fund to the Nursing Home Fund; and
3. When a loan has been made as indicated in #2, the County Treasurer is further instructed to repay the General Corporate Fund from the Nursing Home Fund with the next revenues deposited into the Nursing Home Fund until the General Corporate Fund is fully repaid; and
4. The County Treasurer is directed to provide notice to all members of the County Board via e-mail communication whenever an action is taken pursuant to the terms of this Resolution; and
5. The terms of this authorization for loan authority to the Nursing Home Fund from the General Corporate Fund shall expire on November 30, 2018;

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March, A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION NO. 2018-71

RESOLUTION AMENDING THE SCHEDULE OF AUTHORIZED POSITIONS for THE
CHAMPAIGN COUNTY STATE'S ATTORNEY

WHEREAS, the pursuant to 55 ILCS 5/4-2003, the County Board shall determine the number of Assistant State's Attorneys required in that county; and

WHEREAS, pursuant to the Schedule of Authorized Positions for the Champaign County State's Attorney approved by the Champaign County Board, the State's Attorney currently has 16 Assistant State's Attorney positions; and

WHEREAS, the State's Attorney has assigned one Assistant State's Attorney to dedicate all of his time to representing the County in civil litigation filed against the County by Carle and Presence Hospitals which results in the shortage of one Assistant State's Attorney previously assigned to handle a felony caseload; and

WHEREAS, the State's Attorney has requested approval for one temporary Assistant State's Attorney position to address the shortage of current positions to cover felony cases; and

WHEREAS, the Personnel, Policy & Appointments Committee of the Whole has recommended to the County Board approval of the addition of one temporary Assistant State's Attorney position to the State's Attorney's Schedule of Authorized Positions, effective immediately and terminating on December 31, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the amendment to the Champaign County State's Attorney's Schedule of Authorized Positions to add one temporary Assistant State's Attorney position effective immediately and terminating on December 31, 2018.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March, A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

RESOLUTION AUTHORIZING THE APPROVAL OF CAPITAL GRANT AMENDMENT #1 AND THE EXECUTION OF ANY SUBSEQUENT AGREEMENTS FOR STATE AND FEDERAL MASS TRANSPORTATION CAPITAL FUNDS

A resolution approving the execution of Capital Grant Amendment #1, with the Illinois Department of Transportation for State and Federal Mass Transportation Capital Funds;

WHEREAS, the United States Secretary of Transportation and the Illinois Secretary of Transportation are authorized to award Grants for mass transportation projects; and

WHEREAS, the Applicant is an eligible grant recipient and the proposed projects are approved and eligible mass transportation capital projects; and

WHEREAS, the contracts for financial assistance resulting from awarded Grants will impose certain obligations upon the Applicant or a third party; and

WHEREAS, the Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has made in the applicable Federal Fiscal Year Certifications and Assurances for Federal Transit Administration Assistance Programs documents, and any other submission or statements made to FTA, as required by the United States Department of Transportation.

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

Section 1. That a budget amendment request #1 (Exhibit A) has been accepted by the Office of Intermodal Project Implementation, Illinois Department of Transportation, for the Capital Grant No. CAP-14-1060-ILL, Contract No. 4490.

Section 2. That the County Administrator of Champaign County is hereby authorized and directed to execute and file on behalf of Champaign County the resulting Agreement.

Exhibit A

BUDGET LINE ITEM NUMBER	DESCRIPTION	APPROVED BUDGET	CHANGES	BUDGET REVISION # 1	FEDERAL		STATE IJN		STATE DTIF	
					%	SHARE	%	SHARE	%	SHARE
11.42.20	5 Computers, 5 Desks, 5 Chairs	\$ 15,780	\$ (13,045)	\$ 2,735	0	\$ -	0	\$ -	100	\$ 2,735
11.42.10	ITS	\$ -	\$ 97,000	\$ 97,000	87	\$ 83,955	0	\$ -	13	\$ 13,045
11.42.20	Miscellaneous Equipment	\$ -	\$ 50,870	\$ 50,870	100	\$ 50,870	0	\$ -	0	\$ -
	PROJECT FINANCING	\$ 15,780	\$ 134,825	\$ 150,605		\$ 134,825		\$ -		\$ 15,780
	FEDERAL	\$ -	\$ 134,825	\$ 134,825						
	STATE IJN	\$ 8,679	\$ (8,679)	\$ -						
	STATE DTIF	\$ 7,101	\$ 8,679	\$ 15,780						
	TOTAL PROJECT COST	\$ 15,780	\$ 134,825	\$ 150,605						

PRESENTED and ADOPTED this 27th day of March, 2018

C. Pius Weibel, Chair
Champaign County Board

Attest: Gordy Hulten, Champaign County
Clerk & ex officio Clerk of the County Board



Memorandum

To: Members of the Champaign County Board
From: Rita Morocoima-Black, CCRPC/CUUATS Planning and Community Development Director
Kristen Gisondi, CCRPC/Program Compliance Oversight Monitor for Champaign County Rural Public Transportation
Date: March 16, 2018
Re: Champaign County State Capital Grant No. CAP-14-1060-ILL, Contract No. 4490 Grant Amendment

Requested Action: Approve Resolution Authorizing the Execution of the Grant Amendment Agreement for State Capital Grant No. CAP-14-1060-ILL, Contract No. 4490.

Background: This capital grant was executed November 6, 2014, with a budget of \$15,780.00 for the purchase of five computers, five desks, and five chairs. After the purchase of two computers and two chairs, the grant balance is \$13,045.00. This project was placed on hold due to the State Budget Impasse. Champaign County received notice on August 31, 2017 that the Illinois Department of Transportation (IDOT) authorized these funds to be unfrozen.

On November 9, 2017, IDOT indicated that an additional \$134,825.00 in banked start-up funds was available to the County, and that these funds could be added to the existing capital grant, for a total contract amount of \$150,605.00. These additional funds will completely cover the cost of Intelligent Transportation Systems (ITS) software. After the purchase of ITS, the remaining funds will be utilized for the following additional projects, which are described in detail with justification in the attached request to IDOT:

- Bicycle racks (14) for all C-CARTS vehicles
- Benches (22) for designated bus stops along the deviated-fixed route in Rantoul
- Advertisement racks (14) for all C-CARTS vehicles
- Two computers and two desks
- Lockers for C-CARTS' operators
- Digital bulletin board for C-CARTS office
- Two additional computer monitors for dispatch office

Upon approval from the County Board, CCRPC staff will submit the approved and signed agreement to IDOT. Once IDOT receives the signed agreement, IDOT will send back a copy of the agreement, and Champaign County will begin purchasing the ITS and implementing the other projects as described.



Illinois Department of Transportation

Office of Intermodal Project Implementation
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

March 9, 2018

Ms. Kristen Gisondi
Transportation Planner
Champaign County
1776 East Washington Street
Urbana, IL 61802

RE: CAP-14-1060-IL, Contract: #4490
Amendment No.1

Dear Ms. Gisondi:

Attached, via email, is a pdf copy of the cited grant amended agreement.

Please print two copies of the amended agreement. Please **sign** and **date** both copies; including applicable exhibits, **leaving the execution date blank** and **return both copies** to the Office of Intermodal Project Implementation, along with the following:

- An opinion of counsel, acceptable to the Department, that your Agency is an eligible applicant; that it has complied fully with the pertinent requirements of state and local law; that there is no pending litigation concerning the authority of your Agency to enter into this Agreement and that this Agreement is legally binding upon your Agency

Upon receipt of the partially executed amended agreement, we will secure Department execution and return one copy of the amended agreement to you. **The new funds will not be available for any expenses incurred or contracted for until the Agreement has been fully executed and dated by the Department.**

If there are questions, please contact me at 312-793-0035 or George Vartzikos, Project Manager, at (312) 793-3660.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph Iacullo', written over a white rectangular area.

Joseph Iacullo, Section Chief
Office of Intermodal Project Implementation

**EXHIBIT B
APPROVED GRANT BUDGET
FOR
CAPITAL ASSISTANCE**

GRANTEE NAME: Champaign County
 GRUNT NUMBER: CAP-14-1060-IL
 CONTRACT NUMBER: 4490
 CONTRACT EXECUTED: 11/6/2014
 GRANT EXPIRES: 3/31/2024

Budget Amendment:

BUDGET LINE ITEM NUMBER	DESCRIPTION	APPROVED BUDGET	CHANGES	BUDGET AMENDMENT #1	FEDERAL % SHARE	STATE IJN % SHARE	STATE DTIF % SHARE			
11.42.20	5 Computers, 5 Desks and 5 Chairs	\$15,780	(\$13,045)	\$2,735	0%	\$0	0%	\$0	100%	\$2,735
11.42.10	ITS	\$0	\$97,000	\$97,000	87%	\$83,955	0%	\$0	13%	\$13,045
11.42.20	Miscellaneous Equipment	\$0	\$50,870	\$50,870	100%	\$50,870	0%	\$0	0%	\$0
	PROJECT FINANCING	\$15,780	\$134,825	\$150,605		\$134,825		\$0		\$15,780
	FEDERAL-5311	\$0	\$134,825	\$134,825						
	STATE IJN	\$0	\$0	\$0						
	STATE DTIF	\$15,780	\$0	\$15,780						
	TOTAL PROJECT COST	\$15,780	\$134,825	\$150,605						

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and have executed this _____ day of _____, 20____, by their duly authorized officials.

Accepted on behalf of Champaign County:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

Randall S. Blankenhorn, Secretary

Date

By: Beth McCluskey Director, Office of Intermodal Project Implementation

Date

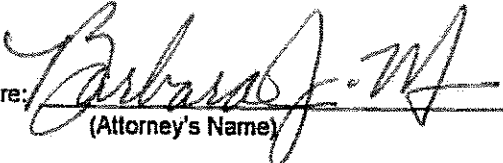
Exhibit G

GRANTEE'S OPINION OF COUNSEL

I, the undersigned, am an attorney licensed and duly admitted to practice law in the State of Illinois, and am counsel and attorney for (grantee's name) ("Grantee"). In this capacity, my opinion has been requested concerning the Grantee's eligibility for grant assistance under the provisions of the Department of Transportation Law, 20 ILCS 2705/2705-01 et. seq. and the Public Works Finance Act, 30 ILCS 370/1 ("Acts"). I have also reviewed the State/Federal Capital Assistance Grant Agreement, Contract No. (4490) ("Agreement") tendered by the State of Illinois ("State") to the Grantee. Please be advised of the following:

1. The Grantee is an eligible participant as defined in the Acts;
2. There are no provisions in the Grantee's charter or in the statutes of the State of Illinois, the United States of America, or any municipal or other local ordinances that preclude or prohibit the Grantee from entering into a capital improvement grant contract;
3. Upon execution by both parties, the Agreement will be legally binding upon the Grantee and its successors and assigns;
4. I have no knowledge of any pending or threatened litigation in either federal or state courts which would adversely affect this grant contract or which would prevent the Grantee from contracting with the State for the purpose of receiving a capital improvement grant; and
5. I have reviewed and searched the website, www.sam.gov, and found that the Grantee has no active exclusion from receiving federal funds.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible participant under the provisions of the Acts, and that the Grantee is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature: 
(Attorney's Name)

Date: 3/12/18

Attorney for: Champaign County

6202765
ARDC Number

RESOLUTION NO. 2018-81

RESOLUTION AUTHORIZING AN AGREEMENT FOR HEALTH CARE SERVICES AT THE
CHAMPAIGN COUNTY JUVENILE DETENTION CENTER WITH
CORRECT CARE SOLUTIONS, LLC

WHEREAS, The County of Champaign (hereinafter "County") is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Champaign County Juvenile Detention Center (hereinafter "JDC"); and

WHEREAS, The objective of the County is to provide for the delivery of quality health care to the inmates and detainees of the JDC, in accordance with applicable law; and

WHEREAS, Correct Care Solutions, LLC (hereinafter, "CCS"), a Kansas limited liability company) is a corporation which administers correctional health care services and desires to provide such services to the County; and

WHEREAS, An Agreement for Health Care Services at the Champaign County Juvenile Detention Center between the County and CCS has been prepared; and

WHEREAS, The agreement outlines the financial responsibilities and the scope of services of the parties; and

WHEREAS, The term of the agreement shall be March 1, 2018 through April 30, 2020;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorizes the County Board Chair to enter into the Agreement for Health Care Services at the Champaign County Juvenile Detention Center with Correct Care Solutions, LLC.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th of March A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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


CHAMPAIGN COUNTY PROBATION AND COURT SERVICES

Joseph J. Gordon
Director

Probation Services
Courthouse – Third Floor
101 E. Main Street
Urbana, IL 61801
Phone: (217) 384-3753
Fax: (217) 384-1264

Detention Services
400 S. Art Bartell Road
Urbana, IL 61802
Phone: (217) 384-3780
Fax: (217) 384-8617

MEMORANDUM

DATE: March 14, 2018
TO: Tami Ogden, Deputy County Administrator of Finance
FROM: Joe Gordon, Director 
RE: Agreement for Inmate Health Care Services at JDC

Attached you will please find an **Agreement for Inmate Health Care Services at the Champaign County Juvenile Detention Center**, effective March 1, 2018 through April 30, 2020. As you will recall, this Agreement was negotiated following the issuance of RFP 2017-009, as amended, which also resulted in an Agreement for Inmate Health Care Services at the Champaign County Correctional Center. Correct Care Solutions, LLC, is the current vendor for health care services at both the Champaign County Correctional Center and the Champaign County Juvenile Detention Center and was again selected to provide those services following the RFP process.

I am respectfully requesting that the attached **Agreement** be submitted to the Champaign County Board for approval. Following approval by the County Board, the **Agreement** should be executed by County Board Chairman C. Pius Weibel and returned to me for transmittal to Correct Care Solutions, LLC.

Thank you for your assistance and please do not hesitate to contact me or Mike Williams if you have any questions.

AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT THE CHAMPAIGN COUNTY, ILLINOIS JUVENILE DETENTION CENTER
Effective March 1, 2018 through April 30, 2020

This Agreement for Inmate Health Services (hereinafter, the "Agreement") is entered into by and between the County of Champaign, a municipality in the State of Illinois (hereinafter, the "County") acting by and through its duly elected Board of County Commissioners (hereinafter the "Board") and Department of Probation and Court Services Director (hereinafter, "Director"), and Correct Care Solutions, LLC (hereinafter, "CCS"), a Kansas limited liability company.

RECITALS

WHEREAS, the County is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Champaign County Juvenile Detention Center located at 400 S. Art Bartell Road, Urbana, Illinois 61801 (hereinafter, "Detention Center"); and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to the Juveniles and Residents of the Detention Center (hereinafter, "Detention Center Population"), in accordance with applicable law; and

WHEREAS, CCS is in the business of administering correctional health care services and desires to administer such services on behalf of the County to the Detention Center Population under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

DEFINITIONS

Contract Year – The initial, and any successive, twelve (12) month period beginning with the effective date of the Agreement.

County Juveniles/Residents – A Juvenile/Resident held under the jurisdiction of the County or Director. County Juveniles/Residents may be housed in the Detention Center or in another jurisdiction's correctional facility. However, County Juveniles/Residents housed in another jurisdiction are not covered by the provisions of this Agreement unless CCS administers health care services at the other jurisdiction's facility and is specifically set forth below.

Covered Persons – An Juvenile/Resident of the Detention Center who is: (1) part of the Detention Center's MADP; and (2) incarcerated in the Detention Center.

Detainee – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

Health Care Staff – Medical, mental health and support staff provided by CCS.

CCS Chief Medical Officer – CCS’s chief physician who is vested with certain decision making duties under this Agreement.

Inmate – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Monthly Average Daily Population (MADP) – The average number of Juveniles/Residents housed in the Detention Center on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Juveniles/Residents. The MADP shall be figured by summing the daily population for the Detention Center and Other County Juveniles/Residents (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. The daily count to be used is the one taken in the morning, usually between 6:00 a.m. and 7:00 a.m. Detention Center records shall be made available to CCS upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the Detention Center, and parolees and escapees shall not be considered part of the Detention Center’s MADP.

NCCHC – The National Commission on Correctional Health Care.

ARTICLE I
HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. CCS shall administer health care services and related administrative services at the Detention Center according to the terms and provisions of this Agreement.
- 1.1 GENERAL HEALTH CARE SERVICES. CCS will arrange and bear the cost of the following health care services:
 - 1.1.1 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed within forty-eight (48) hours of the Juvenile/Resident’s arrival at the Detention Center. The health assessment shall follow current NCCHC guidelines.
 - 1.1.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting five (5) days per week.
 - 1.1.3 MENTAL HEALTH CARE. CCS shall arrange and bear the cost of on-site mental health services for Covered Persons. CCS shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The County shall be responsible for the provision and cost of off-site or inpatient mental health services for the Detention Center Population.

- 1.1.4 **MEDICAL WASTE – COVERED.** CCS shall be responsible for the provision and cost of any medical waste services. CCS shall bear all responsibility for compliance with OSHA and any state and federal regulations with respect to medical waste.

ARTICLE II
HEALTH CARE STAFF

- 2.0 **STAFFING HOURS.** CCS shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the staffing plan attached hereto as Exhibit A. In conjunction with the staffing plan at Exhibit A:
- 2.0.1 CCS shall provide an on-call physician and/or nurse available by telephone or pager, 24 hours per day and 7 days per week.
- 2.0.2 CCS shall provide on-call mental health services available by telephone or pager, 24 hours per day and 7 days per week.
- 2.1 **STAFFING LEVELS WAIVER.** Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Juvenile/Resident population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the Director and CCS.
- 2.2 **STAFFING CHANGES.** CCS shall not change members of the Health Care Staff without prior notice to the Director.
- 2.3 **STAFF SCREENING.** The County and Director shall screen CCS's proposed Health Care Staff, employees, agents and subcontractors providing services at the Detention Center to ensure they do not constitute a security risk. The Director shall have final approval of CCS's Health Care Staff, employees, agents and subcontractors in regards to security/background clearance.
- 2.4 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of correctional facility operations, if the Director becomes dissatisfied with any member of the Health Care Staff, the Director shall provide CCS written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CCS shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the Director within ten (10) business days following CCS's receipt of the notice, CCS shall remove the individual from providing services at the Detention Center within a reasonable time frame considering the effects of such removal on CCS's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The Director reserves the right to revoke the security clearance of any Health Care Staff at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 **QUARTERLY REPORTS.** As requested by the Director, CCS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Detention Center Population.
- 3.1 **QUARTERLY MEETINGS.** As requested by the Director, CCS shall meet quarterly, or as soon thereafter as possible, with the Director, or designee, concerning health care services within the Detention Center and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.2 **MEDICAL RECORDS MANAGEMENT.** CCS shall provide the following medical records management services:
- 3.2.1 **MEDICAL RECORDS.** CCS Health Care Staff shall maintain, cause or require the maintenance of complete and accurate medical records for Covered Persons who have received health care services. Medical records shall be kept separate from Covered Person's confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Detention Center to another location for off-site services or transferred to another institution. CCS will keep medical records confidential and shall not release any information contained in any medical record except as required by published Detention Center policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Director, as property of the Director's office.
- 3.2.2 **COMPLIANCE WITH LAWS.** Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
- 3.2.3 **RECORDS AVAILABILITY.** As needed to administer the terms of this AGREEMENT, CCS shall make available to the Director or County, unless otherwise specifically prohibited, at the Director's or County's request, all records, documents and other papers relating to the direct delivery of health care services to the Detention Center Population hereunder.
- 3.3 CCS shall review provider's bills for necessary and reasonableness (and advise the Director if the service is unnecessary or unreasonable) and shall promptly code-in the Illinois Public Aid rate for all bills and furnish this information to the Director in a timely fashion. CCS shall maintain and promptly furnish the Director with

names, dates and condition for which Juveniles/Residents are referred to other providers for service.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this Agreement, CCS shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.
- 4.1 EMERGENCY MEDICAL CARE FOR DETENTION CENTER EMPLOYEES AND VISITORS. CCS shall arrange for on-site first response emergency medical care as required for Detention Center employees, contractors and visitors to the Detention Center. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.2 RELEASE FROM CUSTODY. The County acknowledges and agrees that CCS is responsible for the payment of costs associated with services rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Detention Center. In no event shall CCS be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Detention Center including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall CCS be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Detention Center facility during transport to or from the Detention Center unless and until that person has been accepted as an Juvenile/Resident.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT
(Intentionally Omitted)

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CCS shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event that any of the health care services not covered by CCS under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the Detention Center Population as a result of the medical judgment of a physician or CCS authorized personnel, CCS shall not be responsible for arranging such services and the cost of such services shall be billed directly to the County.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The County, Detention Center, and Director and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The County and the Director shall implement policies and procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CCS shall identify to the Director those members of the Detention Center Population with medical or mental health conditions which may be worsened as a result of being incarcerated at the Detention Center or which may require extensive care while incarcerated.
- 7.2 RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Director shall provide CCS, at CCS's request, the County, Detention Center and Director's records (including medical records) relating to the provision of health care services to the Detention Center Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Detention Center Population (to the extent the County, Detention Center or Director has control of, or access to, such records). CCS may request such records in connection with the investigation of, or defense of, any claim by a third party related to CCS's conduct or to prosecute a claim against a third party. Any such information provided by the Director to CCS that the Director considers confidential shall be kept confidential by CCS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Director.
- 7.3 USE OF JUVENILES/RESIDENTS IN THE PROVISION OF HEALTH CARE SERVICES. Juveniles/Residents of the Detention Center shall not be employed or otherwise engaged or utilized by either CCS or the Director in rendering any health care services to the Detention Center Population, provided however, that Juveniles/Residents may be used in positions not involving the rendering of health care services directly to the Detention Center Population and not involving access to Detention Center Population records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE DETENTION CENTER FACILITY AND CCS. CCS and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCS, as well as for the security of the Detention Center Population and Director's staff, consistent with a correctional setting. The Director shall provide security sufficient to enable CCS, its Health Care Staff, employees, agents and subcontractors to safely provide the health care services described in this Agreement. CCS, its Health Care Staff, employees, agents and subcontractors shall follow all security procedures of the Director while

at the Detention Center or other premises under the Director's direction or control. However, any CCS Health Care Staff, employee, agent or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient and in the event of the occurrence of any riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the County. CCS shall not be liable for any loss or damages resulting from CCS's Health Care Staff, employees, agents and subcontractors failure to provide medical services due to insufficient security services.

7.5 DIRECTOR'S POLICIES AND PROCEDURES. CCS, its Health Care Staff, employees, agents and subcontractors shall operate within the requirements of the County's and Director's posted security Policies and Procedures, which impact the provision of medical services.

7.5.1 A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by CCS at the Detention Center, and CCS may make a reasonable number of copies of any specific section(s) it wishes using the Director's photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the Detention Center Population which has not been made available to CCS shall not be enforceable against CCS unless otherwise agreed upon by both parties.

7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CCS. CCS, its Health Care Staff, employees, agents and subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CCS.

7.5.4 As requested by the Director, CCS will review existing and proposed Director's policies and procedures as they relate to the delivery of medical and mental health services and confer with Director's representative as necessary to 1) provide up to date policies and procedures that offer necessary and quality care to Juveniles/Residents and 2) to insure that Director's policy and procedures are reasonably consistent with CCS policy and procedure.

7.6 DAMAGE TO EQUIPMENT. County and Director shall be liable for loss of or damage to equipment and supplies of CCS, its agents, employees or subcontractors if such loss or damage was caused by their negligence or by Juveniles/Residents.

7.7 SECURE TRANSPORTATION. The Director shall provide security as necessary and appropriate in connection with the transportation of a member of the Detention

Center Population to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by CCS. CCS shall coordinate with the DIRECTOR's office for transportation to and from the off-site services provider or hospital.

- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The Director shall provide use of County-owned office equipment, supplies and all necessary utilities (including telephone, internet access and fax line service) in place at the Detention Center health care facilities. At the termination of this Agreement, CCS shall return to the County possession and control of all County-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF DETENTION CENTER POPULATION. It is understood that the Director shall provide for all the non-medical personal needs and services of the Detention Center Population as required by law. CCS shall not be responsible for providing, or liable for failing to provide, non-medical services to the Detention Center Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 DETENTION CENTER POPULATION INFORMATION. In order to assist CCS in providing the best possible health care services to Covered Persons, the Director shall provide, as needed, information pertaining to the Covered Person that CCS and the Director mutually identify as reasonable and necessary for CCS to adequately perform its obligations under this Agreement.

ARTICLE VIII **COMPENSATION/ADJUSTMENTS**

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annualized amount to be paid by the COUNTY to CCS under this Agreement, for the initial twenty-five month term, is One Hundred Thirty Thousand Eighty Dollars and No Cents (\$130,080.00). Each monthly payment shall be in the amount of Ten Thousand Eight Hundred Forty Thousand Dollars and No Cents (\$10,840.00), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CCS on the 1st day of March, 2018 for services administered in the month of March, 2018. Each monthly payment thereafter is to be paid by the County to CCS before or on the 1st day of the month of the month of service.
- 8.1 QUARTERLY RECONCILIATION PROCESS. CCS will provide a quarterly reconciliation to the COUNTY for any amounts owed by either party pursuant to the terms of this Agreement, including, but not limited to:
- 8.1.1 ADJUSTMENT FOR STAFFING. The quarterly reconciliation shall include an adjustment based on the MADP of 25 County

Juvenile/Residents and staffing hours. For each month in the quarter reconciled, if the Detention Center's MADP is greater than 25 County Juvenile/Residents, and the actual staffing hours exceed those in Exhibit B, the compensation payable to CCS by the County shall be increased by the difference between hours provided and hours contracted, multiplied by the current cost for each position.

ARTICLE IX **TERM AND TERMINATION**

- 9.0 TERM. The term of this Agreement shall be two (2) years and one (1) month, or twenty-five (25) months from March 1, 2018 at 12:01 a.m. through April 30, 2020 at 11:59 p.m. Upon mutual agreement of the parties, this Agreement may be renewed for additional one-year periods on May 1 of each subsequent year with mutually agreed upon modifications, unless this Agreement is terminated or notice of termination is given, as set forth in this Article.
- 9.0.1 RENEWAL. Upon each subsequent renewal of this Agreement pursuant to paragraph 9.0, a modification in the annual compensation amount shall be negotiated between the parties. Should the parties reach said agreement after the renewal date, the agreed upon increase shall be retroactive to the date of the renewal. CCS reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties.
- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the Board of the County.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CCS, the County and the Director shall act in good faith and make every effort to give CCS reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County and Director may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CCS.
- 9.2 TERMINATION DUE TO CCS'S OPERATIONS. The County reserves the right to terminate this Agreement immediately upon written notification to CCS in the event that CCS discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 9.3 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:

- 9.3.1 **TERMINATION BY CCS.** Failure of the County or Director to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by CCS upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the “basis for termination.” The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to CCS. If the County provides a written response to CCS which provides an adequate explanation for the “basis for termination” and the County cures the “basis for termination” to the satisfaction of CCS, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to CCS.
- 9.3.2 **TERMINATION BY COUNTY.** Failure of CCS to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the Director or the County who shall provide sixty (60) days advance written notice specifying the termination effective date and identifying the “basis for termination.” The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice CCS shall have ten (10) days to provide a written response to the County. If CCS provides a written response to the County which provides an adequate explanation for the “basis of termination,” or cures the “basis for termination” to the satisfaction of the Director, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to the Director or the County.
- 9.4 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this Agreement, the Director, the County or CCS may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving one hundred twenty (120) days advance written notice to the other party.
- 9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the parties to this Agreement, the County shall pay CCS for all services rendered by CCS up to the date of termination of the Agreement regardless of the County’s failure to appropriate funds.
- 9.6 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this Agreement, CCS shall be allowed to remove from the Detention Center any stock medications or supplies purchased by CCS that have not been used at the time of termination. CCS shall also be allowed to remove its property from the Detention Center including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 10.0 INSURANCE COVERAGE. CCS shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:
- 10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.
- 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.
- 10.0.3 AUTOMOBILE LIABILITY. Auto liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 10.0.4 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.
- 10.1 ENDORSEMENTS. Champaign County and Champaign County Sheriff's Office will be named as an additional insured, on a primary and noncontributory basis. As an additional insured in conformance with CCS' policy, such policy will not apply to any liability arising out of the additional insured's own acts or omissions. As to CCS' defense of a suit arising out of the additional insured's own acts or omissions and those of CCS, this insurance will act as coinsurance with any other insurance available to the additional insured, in proportion to the limits of liability of all involved policies. However, this insurance does not apply to indemnity of the additional insured for its own acts and omissions, and no insurance policy will increase the extent or scope of the indemnification responsibilities of the Parties as outlined in Section 10.3 below. The naming of an additional insured will not increase the limit of liability under the respective policy
- 10.2 PROOF OF INSURANCE. CCS shall provide the County proof of professional liability or medical malpractice coverage for CCS's Health Care Staff, employees, agents and subcontractors, for the term services are provided under this Agreement. CCS shall promptly notify the Director, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CCS fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the County shall be entitled to terminate this Agreement without penalty to the County or the Director pursuant to the terms of Article IX.
- 10.3 INDEMNIFICATION. CCS agrees to indemnify and hold harmless the Champaign County Juvenile Detention Center; the Champaign County Office of

Probation and Court Services; Joseph J. Gordon, Director of the Champaign County Office of Probation and Court Services, and all subsequent Directors; and all employees of the Champaign County Office of Probation and Court Services, and the County of Champaign from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CCS, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this Agreement. The County agrees to indemnify and hold harmless CCS, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of County, its agents, employees, or independent contractors. The County and Director agree to promptly notify CCS in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The County and Director agree that CCS's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CCS as set forth above. Upon written notice of claim, CCS shall take all steps necessary to promptly defend and protect the County and Director from an indemnified claim, including retention of defense counsel, and CCS shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.4 HIPAA. CCS, the County, Detention Center, and Director and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement. The County, Detention Center and Director and their employees and agents shall indemnify and hold harmless CCS from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the County, the Director and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CCS. Each Party and their employees and agents shall indemnify and hold harmless the other Parties from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the indemnifying party and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of the Party seeking indemnification.
- 10.5 SURVIVAL. The obligations under this Article X shall survive the termination of this Agreement.

ARTICLE XI **MISCELLANEOUS**

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency

relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County or Director to exercise control or direction over the manner or methods by which CCS, its employees, agents or subcontractors perform hereunder, or CCS to exercise control or direction over the manner or methods by which the County or the Director, and their employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.

- 11.1 **SUBCONTRACTING.** In order to discharge its obligations hereunder, CCS may engage certain physicians as independent contractors rather than employees (“Contract Professionals”). CCS shall not engage any Contract Professional that does not meet the applicable professional licensing requirements and CCS shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this Agreement. As the relationship between CCS and these Contract Professionals will be that of independent contractor, CCS will not be considered or deemed to be engaged in the practice of medicine. Services provided by Contract Professionals under this Agreement shall be provided in a manner reasonably consistent with the independent medical judgment the Contract Professional is required to exercise.
- 11.2 **AGENCY.** For purposes of asserting any statutory rights afforded to the County or the Detention Center to pay providers for medical services at certain reduced rates, County and Director designate CCS as their agent to assert such rights and privileges.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** CCS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CCS will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 **WAIVER OF BREACH.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that CCS is neither bound by nor aware of any other existing contracts to which either the Director or the County are a party and which relate to the providing of health care to Juveniles/Residents at the Detention Center. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

11.7 **ASSIGNMENT.** No party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other parties; provided that consent shall not be required for (1) an assignment by CCS in connection with the sale of all or substantially all of its assets to a person that assumes and agrees to perform all of CCS' obligations under this Agreement or (ii) the merger or consolidation of CCS with or into another person that succeeds to all of CCS' rights and obligations under this Agreement. The rights and obligations of the parties shall be unaffected by a change in control of CCS.

11.8 **NOTICES.** Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; or (b) upon receipt when mailed by first-class certified mail, return receipt requested, or delivered by nationally recognized overnight delivery service addressed to the party at the address below:

If for CCS:
Correct Care Solutions, LLC
General Counsel
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

If for County:
Champaign County Probation and Court
Services, Director
Champaign County Courthouse
101 E. Main St.
Urbana, IL 61801

Such address may be changed from time to time by either party by providing written notice as provided above.

11.9 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

11.10 **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

- 11.11 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.12 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.13 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all parties.

The remainder of this page is intentionally blank.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Champaign, Illinois

Correct Care Solutions, LLC


Print Name: C. Pius Weibel
Title: Champaign County Board Chairman

By: 

Chris Bove
Title: Chief Operating Officer

Date: _____

Date: 3/14/18

By: 
Print Name: ~~Joseph S. Gordon~~ J. GORDON
Title: Champaign County Director of Probation and Court Services

Date: 3/14/18

EXHIBIT A

**CHAMPAIGN COUNTY CORRECTIONAL CENTER
URBANA, ILLINOIS**

STAFFING MATRIX

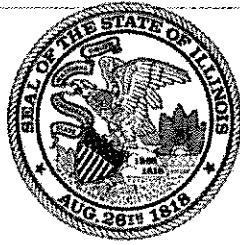
Professional Staffing (Hours per Week) Juvenile Detention Center Staffing			
Position	Hours	FTE	On Call
Physician/Medical Director	2	0.05	Yes
RN/Licensed Practical Nurse	28	0.7	Yes
Mental Health Professional	6	0.15	Yes
TOTALS	36	0.9	*

*Full-Time Equivalents (FTEs) JDC Staffing Required by RFP

Julia R. Rietz
State's Attorney

Barbara Mann
Chief of the Civil Division
email: bmanna@co.champaign.il.us

Donna M. Davis
Assistant State's Attorney
email: ddavis@co.champaign.il.us



Courthouse
101 East Main Street
P. O. Box 785
Urbana, Illinois 61801
Phone (217) 384-3733
Fax (217) 384-3816

**Office of
State's Attorney
Champaign County, Illinois**

March 2, 2018

[Via Email:
dbusey@co.champaign.il.us]

Mr. Pius Weibel
Champaign County Board Chair

Re: Closed Session Minutes Review for Champaign County Board

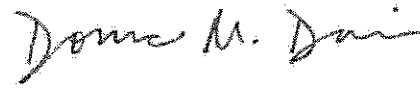
Dear Mr. Weibel:

Pursuant to the Open Meetings Act, a public body such as the Champaign County Board must review its closed session minutes at least semi-annually. The Board must then determine whether the need for confidentiality exists as to all or part of those minutes, or that the minutes or portions thereof no longer require confidential treatment, if so, the records would be available for public inspection. Therefore, the question is whether there is no longer a need to keep minutes closed in order to protect either the public interest or the privacy of an individual. Whichever conclusion that the Board draws must be then be reported in open session.

Please note that the Board may enter into closed session for the purpose of review of closed session minutes pursuant to 5 ILCS 120/2(c)(21): Discussion of minutes of meetings lawfully closed under the Act. Just as in open session, if the matter requires action by the Board, the matter must have been noticed on the posted agenda.

The County Board passed Resolution No. 7969, "Resolution Establishing Procedures for Semi-Annual Review of Closed Session Minutes by the Champaign County Board" on November 17th, 2011. Under the parameters established by the full board in Resolution 7969, none of the minutes are ripe for review.

Sincerely,

A handwritten signature in cursive script that reads "Donna M. Davis". The signature is written in black ink and is positioned above the printed name.

Donna M. Davis

DMD/jms

cc: Debra Busey, Kay Rhodes

RESOLUTION NO. 2018-66

RESOLUTION APPROVING LEASE AGREEMENT & SERVICES AGREEMENT
BETWEEN ROSECRANCE, INC. & THE COUNTY OF CHAMPAIGN, ILLINOIS

WHEREAS, The County of Champaign, Illinois and Rosecrance, Inc. desire to enter into a Lease Agreement and a Services Agreement for the Stadium View Wing of the Champaign County Nursing Home, located at 500 S. Art Bartell Road, Urbana, Illinois, for an initial term of 6-months beginning April 1, 2018 and ending September 30, 2018; and

WHEREAS, The terms of each Agreement are documented in Attachments A & B to this Resolution;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the County Board Chair is hereby authorized and directed to execute the Lease Agreement and Services Agreement for the Stadium View Wing of the Champaign County Nursing Home located at 500 S. Art Bartell Road, Urbana, Illinois, for the initial term of 6-months beginning April 1, 2018 and ending September 30, 2018 between Rosecrance, Inc. and the County of Champaign, Illinois as documented in Attachments A & B to this Resolution.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 27th day of March, A.D. 2018.

C. Pius Weibel, Chair
Champaign County Board

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is dated and entered into on March <_>, 2018, by and between COUNTY OF CHAMPAIGN, a body corporate and politic (the “Landlord”) and ROSECRANCE, INC., an Illinois corporation (the “Tenant”) is for the use of certain space under this Lease Agreement (this “Agreement”). Landlord and Tenant agree that Landlord shall grant to Tenant for and in consideration of the agreements and fee(s) set forth herein, a Lease to use the space(s) as from time to time designated by Landlord and, in common with other occupants of the Property (as defined below), a Lease to use the Property’s common areas, in accordance with the terms hereof.

1. Basic Lease Terms. This Section 1 contains the basic terms of this Agreement and all provisions of this Agreement should be read in accordance therewith:

- A. Property: 500 Art Bartell Road, Urbana, IL 61802
- B. Leased Premises: Stadium View Wing consisting of approximately 16,860 square feet of floor area as identified on Schedule A (the “Leased Premises”).
- C. Commencement Date: April 1, 2018, or the date which the Landlord receives approval from the Illinois Department of Public Health, whichever occurs later.
- D. Initial Term: Six (6) Months
- E. End of Initial Term: September 30, 2018, or six (6) months after the date which the Landlord receives approval from the Illinois Department of Public Health, whichever occurs later.
- F. Monthly Lease Fee: \$16,860.00 (12.00/sq. ft. per year)

2. Leased Premises Grant and Equipment Use. Landlord hereby grants Tenant a Lease to use certain space and shall have access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week. Landlord agrees to provide those services specifically set forth on Schedule B (the “Services”) to the Leased Premises for normal service use in such reasonable quantities and during such reasonable hours as shall be determined by Landlord. During the term of this Agreement, Tenant shall also have the right to use any equipment owned by Landlord and currently located in the Leased Premises (“Existing Equipment”), without additional compensation therefore. Tenant shall have the obligation during the term of this Agreement to keep such Existing Equipment, as identified on Schedule C, in good working order, and to repair and replace the same as and when necessary, and shall not remove any Existing Equipment from the Property without Landlord’s prior approval. Tenant acknowledges that the Existing Equipment shall at all times be and remain the personal property of Landlord, and that Tenant’s Lease under this Agreement to use the Existing Equipment shall in all events expire upon the expiration or other termination of this Agreement.

3. Early Access. Landlord hereby agrees to permit Tenant access to the Premises, at Tenant’s sole risk and expense, after the date of execution of this Lease and prior to the Commencement Date to perform any work (Tenant’s Work) required by Tenant, including installing trade fixtures and Tenant’s personal property, measurements, painting, installation of server room wiring and telecommunications equipment, provided that such Tenant’s Work is coordinated with Landlord and complies with this Lease and all other reasonable restrictions and conditions Landlord may impose, all such access shall be during normal business hours or at such other times as are reasonably designated by Landlord. If Tenant enters the Premises prior to the Commencement Date,

all of the agreements and covenants of Tenant in this Lease, except the payment of Rent, shall apply and be in force, including, without limitation, the insurance requirements. During any such entry into the Premises before the Commencement Date, Tenant shall not interfere in any way with any construction work or other activity by Landlord in the Premises and Tenant shall cooperate in all responsible ways with Landlord while Landlord is carrying on any activity within the Premises. During the early access period, Tenant shall be responsible for all daily waste disposal, construction clean-up, and janitorial services with respect to the Leased Premises. Further, prior to access, Tenant shall provide all required insurance certificates evidencing compliance with the insurance requirements of this Agreement.

4. Maintenance. During the Term of this Lease, Landlord shall repair and maintain the heating, ventilation, lighting, plumbing, electrical systems, air conditioning, gas, oxygen, suction (to the extent oxygen and suction equipment is owned and operated by Landlord), sprinklers and life safety systems, water and sewage in the Leased Premises (collectively "**Landlord Maintenance**"). All such overhead costs associated with such Landlord Maintenance shall be included in Tenant's monthly payment of Monthly Lease Fees. The Monthly Lease Fees has been derived based on the reasonable and customary anticipated Services used by Tenant. In the event any Landlord Maintenance may be necessitated by the negligence or willful misconduct of Tenant and Tenant's officers, agents, employees, representatives, contractors, vendors, invitees, and patients (collectively, "**Tenant Parties**"), Tenant shall reimburse Landlord for all costs and expenses incurred in connection with such repairs and maintenance. In such event, Tenant shall reimburse Landlord for its actual costs incurred within thirty (30) days following written notice thereof. Landlord shall not be liable to Tenant in any manner whatsoever, and there will not be any abatement of the Monthly Lease Fees for failure to furnish or for any delay or interruption in furnishing any Landlord Maintenance or any other service identified in this Lease. Tenant hereby releases all claims against Landlord for damages for interruption or stoppage of any of the Landlord Maintenance or any other services identified in this Lease. Tenant, at Tenant's sole cost and expense, shall clean, maintain, preserve, repair and replace, as necessary, all portions of the interior of the Leased Premises including, but not limited to, all wall coverings, floor coverings, window treatments, all signs, locks, alarms, security devices, telecommunications equipment, doors, hardware, all plate and other glass, and all of Tenant's personal property and fixtures ("**Tenant Maintenance**"). In the event Tenant should fail to perform any Tenant Maintenance required of Tenant under this Agreement in a prompt and good workmanlike manner after Landlord's written demand, Landlord shall have the right to perform such maintenance and repairs at Tenant's cost.

5. Leased Premises Use. During the term of this Agreement, Tenant shall use the Leased Premises solely for the operation of a residential and outpatient behavioral health services clinic that provided Medicaid services for licensed adult treatment services and programs in accordance with all laws, including those laws promulgated by the Department of Human Services Division of Alcoholism and Substance Abuse, all under the trade name "*Rosecrance*." Landlord will obtain the required regulatory consents necessary for the Landlord to lease the Leased Premises to the Tenant for Tenant's use as described herein and Tenant shall obtain all licensure necessary to provide the licensed adult treatment services and programs.

6. Property Use and Security Personnel. Tenant will have reasonable use of: (i) the Designated Smoking Areas, (ii) the Employee Parking Lot (including two designated "Van Parking Spaces"), (iii) the Visitor Parking lot, (iv) the Employee Access to the Building and the Visitor Access to the Building, and (v) the Prairie Park and Weaver Park common areas, each as specifically designated **Schedule A**. The Designated Smoking Areas are the only area the Tenant's employees and agents may smoke. The Employee Parking Lot is the only area the Tenant's employees and agents may park. The Visitor Parking lot is the only area the visitors to, and invitees of, the Tenant may park.

The Employee Access to the Building designated area is the only area the Tenant's employees and agents may use for ingress and egress to the Leased Premises. The Visitor Access to the Building designated area is the only area the visitors to, and invitees of, the Tenant may use for ingress and egress to the Leased Premises. Prairie Park and Weaver Park may be used by Tenant upon receipt of Landlord's written authorization setting forth the times and the activities that such parks may be used from time to time by Tenant's employees, agents, and patients. Tenant's employees responsible for providing the residential and outpatient behavioral health services shall 24 hours per day, seven days per week, (A) secure and monitor the entrance to the Leased Premises and the door leading to the nursing home and (B) provide surveillance of persons entering or leaving this area. In addition to the Tenant's employees responsible for providing the residential and outpatient behavioral health services, Tenant shall provide, at Tenant's sole cost and expense, security personnel, or a dedicated employee from 11 p.m. to 7 a.m., seven days per week, solely for the purposes of: (A) securing and monitoring the entrance to the Leased Premises and the door leading to the nursing home and (B) providing surveillance of persons entering or leaving this area. Tenant agrees and acknowledges that Tenant shall be liable for any and all liability resulting from the failure of Tenant's personnel to monitor, secure, and provide the required surveillance set forth above.

7. Signage. Tenant shall be entitled to have its name displayed on pre-approved building standard signage, including suite entry door signage and building directory signage, all at Tenant's cost and expense. Any changes to such signage thereafter shall be subject to Landlord's written consent and approval as hereinafter provided and shall be provided at Tenant's sole cost and expense. Tenant shall not paint, display, inscribe, maintain, erect, or affix any sign, picture, advertisement, notice, lettering, or direction on any part of the inside or outside of the Property, or Leased Premises, without the prior written consent of Landlord. Tenant shall cause all such signage to be in compliance with applicable laws. Landlord reserves the right to require Tenant to remove any such sign, whether or not previously consented to by Landlord in the sole determination of Landlord for any or no reason. In the event Tenant does not promptly effect such removal upon notice from Landlord, Landlord shall have the right to remove same at Tenant's expense, and Tenant shall promptly reimburse Landlord for the cost of removal.

8. Duration of Agreement. Upon the End of Initial Term, or any extension thereof, the term of this Agreement and the Lease herein granted shall be automatically extended for an additional thirty (30) days, upon the same terms and conditions as contained herein, unless either party gives notice to the other in writing to the contrary at least thirty (30) days prior to the End of Initial Term or any extension thereof. Notwithstanding the above and any other provision to the contrary, either party may terminate this Agreement for any reason upon sixty (60) days' advance written notice to the other party.

9. Termination of Agreement. Upon any termination of this Agreement, whether by lapse of time or otherwise, or upon any revocation of Tenant's Lease herein granted, the Tenant shall cease all use of the Leased Premises, the Property and all services immediately and, at Tenant's cost, shall remove all signage and repair any damage such removal causes. For each and every month or portion thereof that Tenant continues use of the Leased Premises after the termination of the Agreement by lapse of time or otherwise, without the express written consent of Landlord, Tenant shall pay Landlord an amount equal to double the Monthly Lease Fee computed on a per-month basis for each month or portion thereof that Tenant continues the use of the Leased Premises.

10. Payment and Escalations. Tenant agrees to pay to Landlord the Monthly Lease Fee plus applicable sales or use taxes, in advance, on the first business day of each calendar month during the Initial Term and all extensions thereof, without any deduction, offset, notice, or demand. If the Commencement Date shall be other than the first day of a month fees for any such month shall be

prorated. All Monthly Lease Fees and other sums payable in this Agreement, including Taxes payable to the Landlord, shall be payable to Champaign County Nursing Home, Attention: Administrator, at 500 Art Bartell Road, Urbana, Illinois 61802. In addition to any other sums due, Tenant shall pay monthly late charges equal to five percent (5%) of all amounts that have not been paid to Landlord within five (5) days of their respective due dates. The parties agree that such late charges are fair and reasonable compensation for costs incurred by Landlord where there is default in any payment due under this Agreement. Upon execution hereof, Tenant will pay to Landlord the Monthly Lease Fee for the first full month of the initial term.

11. Taxes and Utilities.

A. Taxes. In addition to the Monthly Lease Fee, should the Property be subject to taxation during the term of this Agreement, Tenant shall pay to Landlord Tenant's Proportionate Share of all such Taxes. For purposes of this Agreement "Taxes" are defined as any tax, assessment, Lease, fee, or governmental charge, general or special, ordinary or extraordinary, now or hereafter assessed, levied, or imposed against any legal or equitable interest in the Property or any part thereof, or against Landlord's receipt of rent, or against any of Landlord's personal property used in the operation and/or maintenance of the Property, and the reasonable cost, if any, to challenge or appeal said Taxes. For purposes of this Agreement, "Tenant's Proportionate Share" shall be equal to 12.7% of the Taxes. Tenant's Proportion Share of the Taxes shall be payable to Landlord five (5) days prior to the date such Taxes are due to the applicable taxing authority.

B. Utilities. In addition to the Monthly Lease Fee, during the Term, Tenant shall be solely responsible for, and promptly pay when due, an amount equal to 12.7% of all charges (collectively, the "Tenant's Share of the Utility Charges") of heat, water, sewer charges, gas, electricity and any other utilities or services (collectively, the "Utilities") used on, in, or about the Property other than: (i) telephone and internet service that will be contracted directly between Tenant and a third party and (ii) snow removal being provided by Landlord as set forth on **Schedule B**. Tenant's Proportion Share of the Utility Charges shall be payable to Landlord five (5) days prior to the date such Utility charges are due to the applicable authority.

12. Damages. Tenant will not damage or deface the furnishings, walls, floors, or ceilings, nor make holes for the hanging of pictures or make or suffer to be made any waste, obstruction, or unlawful, improper, or offensive use of the Leased Premises or the common area facilities. Tenant will not cause damage to any part of the Property or the property of Landlord or disturb the quiet enjoyment of any other Tenant or occupant of the Property. At the termination of this Agreement, the Leased Premises shall be in as good condition as when Tenant commenced the use thereof, normal wear and tear excepted. Landlord will have the right, at any time and from time to time, to enter the Leased Premises to inspect the same, to make such repairs and alterations as Landlord reasonably deems necessary, and the costs of any such repair resulting from the act or omission of Tenant's shall be reimbursed to Landlord by Tenant upon demand. Landlord shall have the right to show the Leased Premises to prospective Tenants, provided Landlord will use reasonable efforts not to disrupt Tenant's business.

13. Indemnification. Landlord and its respective directors, managers, officers, agents, servants, and employees shall not, subject to the following sentence and applicable law, be liable for, and Tenant waives all right of recovery against such entities and individuals for any damage or claim with respect to any injury to person or damage to, or loss or destruction of any property of Tenant, its

employees, authorized persons and invitees due to any act, omission or occurrence in or about the Landlord or the Property. Without limitation to any other provision hereof, subject to law, as Landlord is a political entity, each party hereto hereby agrees to indemnify, defend, and hold harmless the other party hereto, and such other party's officers, directors, managers, employees, shareholders, partners, agents, and representatives from and against any liability to third parties arising out of: (A) in the case of Tenant as an indemnifying party, Tenant's use and occupancy of the Leased Premises, Tenant's Default pursuant to the provision of this Agreement, and/or any negligent act or omission of Tenant or Tenant's officers, directors, employees, shareholders, partners, agents and representatives, contractors, customers, or invitees; (B) in the case of Landlord as an indemnifying party, Landlord's Default pursuant to the provisions of this Agreement and/or any Landlord act or omission constituting negligence or willful malicious misconduct. Tenant assumes all risk of loss with respect to all personal property of Tenant, its agents, employees, contractors, and invitees within or about the Leased Premises or Property. Tenant acknowledges that it is the Tenant's responsibility to maintain insurance to cover the risks set forth in this paragraph. Landlord has no obligation to provide any security services or equipment or personnel.

14. Casualty of Property. If the Property, including any portion of the Leased Premises, is made unusable, in whole or in part, by fire or other casualty not due to negligence of Tenant, Landlord may, at its option, terminate this Agreement upon notice to Tenant, effective upon such casualty, or may elect to repair, restore or rehabilitate, or cause to be repaired, restored or rehabilitated, the Property, without expense to Tenant, within ninety (90) days or within such longer period of time as may be required because of events beyond Landlord's control. The Monthly Lease Fee shall be abated on a per diem basis for the portions of the Leased Premises that are unusable.

15. Default. Tenant shall be deemed to be in default under this Agreement (a "Default"): (a) if Tenant defaults in the payment of the Monthly Lease Fee or other sums due hereunder or (b) if Tenant defaults in the prompt and full performance of any other provisions of this Agreement and any such default continues in excess of five (5) business days after written notice by Landlord.

Should Tenant be in Default hereunder, Landlord shall have the option to pursue any one or more of the following remedies without any additional notice or demand whatsoever and without limitation to Landlord in the exercise of any remedy:

- A. Landlord may, if Landlord so elects, without any additional notice of such election or demand to Tenant, either forthwith terminate this Agreement and the Lease to use any portion of the Property, and may enter into the Leased Premises and take and hold possession of the contents thereof, without releasing Tenant, in whole or in part, from the Tenant's obligation hereunder. In the event of such termination, Landlord may, at its option, declare the entire amount of the Monthly Lease Fee, which would become due and payable during the remainder of the term, to be due and payable immediately, in which event, Tenant agrees to pay the same immediately upon receipt of such notice.
- B. Pursue any other remedy now or hereafter available to Landlord. Landlord's exercise of any rights or remedy shall not prevent it from exercising any other right or remedy under this Agreement, in law, or in equity.

Tenant agrees to pay all costs and expenses, including reasonable attorney's fees, expended, or incurred by Landlord in connection with the enforcement of this Agreement, the collection of any sums due hereunder, any action for declaratory relief in any way related to this Agreement or the protection of preservation of any rights hereunder.

16. Estoppel Certificate. Tenant agrees, within thirty (30) days following written notice by Landlord, to execute, acknowledge, and deliver to Landlord, a statement in writing addressed to Landlord or other party designated by Landlord certifying that this Lease is in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the actual commencement and expiration dates of the Lease, stating the dates to which rent and other charges, if any, have been paid, and stating whether or not the signor is aware of any default by either party under this Lease, without inquiry or investigation.

17. No Referral Requirement. Landlord shall not be required to refer any of its Residents to Tenant with respect to any such services or programs Tenant provides, and Landlord may elect to refer Residents to other health care entities offering such services or programs or may elect to provide Residents with the names of more than one health care organization (including Tenant) which provides such services or programs.

18. Regulatory Compliance. The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules and regulations. Subject to and except for the provision of Medicaid services for licensed adult treatment services and programs in accordance with all laws, including 77 Ill. Admin Code Section 300.300 (Adult Treatment Programs), it is not a purpose, nor is it a requirement, of this Agreement or of any other agreement, between the parties, to offer or receive any remuneration or benefit of any nature, or to solicit, require, induce, or encourage the referral of any resident, payment of which may be made in whole or in part by the Medicare or Medicaid programs or otherwise. No payment made or received under this Agreement is in return for the referral of residents or in return for the purchasing, leasing, licensing, ordering, or arranging for or recommending the purchasing, leasing, licensing, or ordering of any good, service, item, or product for which payment may be made in whole or in part under the Medicare or Medicaid programs or otherwise. In the event of any legislative or regulatory change or determination that has or would have an adverse effect on the parties' performance of their obligations herein, or should either party be found in violation of any laws or regulation arising from this Agreement, then this Agreement shall be renegotiated to comply with then current law. Each party agrees to promptly notify the other of any investigation alleging a violation of any federal or state law, which may adversely affect this Agreement.

19. Notice of Audits, Warrants, Regulatory, Civil, and/or criminal action. Tenant agrees to provide notice to Landlord of any audit, search warrant, subpoena, complaint, or regulatory notice, which it receives involving the Leased Property. Notice shall be provided within 24 hours of such receipt.

20. Contingence for Approval. Notwithstanding anything to the contrary in this Agreement, the obligations of the parties shall be expressly contingent upon Landlord securing the approval of this Agreement by the Illinois Department of Public Health and County Board of Landlord. Landlord shall have thirty (30) days from and after the date Tenant delivers to Landlord a fully executed copy of this Agreement in which to secure such approvals. In the event Landlord is unable to secure all such necessary permits and Leases within said thirty (30) days, Landlord shall have the right to terminate this Agreement, whereupon the parties shall be relieved of all further liability under this Agreement. Notwithstanding anything to the contrary in this Agreement, the obligations of the parties shall be expressly contingent upon Tenant securing a license from the Illinois Department of Human Services; Division of Alcoholism and Substance Abuse (DASA) to provide services at the Premises. Tenant shall have forty-five (45) days from and after this Agreement is fully executed to secure such license. If Tenant is unable to secure all such necessary licenses within forty-five (45) days, Tenant shall have the right to terminate this Agreement, whereupon the parties shall be relieved of all further liability under this Agreement.

21. Tenant's Insurance. Tenant, at Tenant's expense, shall procure and maintain, during the Term of this Lease, comprehensive general liability insurance with an A- or better rated national insurance company with limits of not less than \$1,000,000 for personal injury (including death) and \$1,000,000 for property damage, and professional liability insurance covering the risk of personal injury or death with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The policy or policies shall be issued by a company or companies licensed to do business in the state in which the Premises is located and shall be in a form reasonably acceptable to Landlord, shall name Landlord as an additional insured as their interests may appear under this Lease only, and shall contain a provision that Landlord will be given prior written notice for any cancellation of coverage in accordance with the policy terms and conditions. In addition, such policies shall: (i) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; and (ii) have commercially reasonable deductible amounts. Certificates of all such insurance shall be delivered to Landlord upon request from Landlord. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense such reasonable types of insurance coverage and in such reasonable amounts covering the Leased Premises and Tenant's operations therein, as may be otherwise required to be carried by applicable laws.

22. Waiver of Subrogation. Landlord requires that all insurance required to be maintained by Tenant pursuant to this Agreement shall contain a waiver of subrogation rights by the insurer against the Landlord for loss, damage, or injury to Landlord's property caused or contributed to by act or omission of Tenant, its agents, employees, or invitees. Tenant hereby releases Landlord from and against any claim for such loss, damage or injury and agrees to indemnify and hold the Landlord harmless from all loss, damage and expense, including court costs and experts', consultants', and attorneys' fees, resulting directly or indirectly from assertion of subrogation rights by Tenant' insurer or insurers against the Landlord, which obligation shall expressly survive the termination or expiration of this Lease.

23. General Terms.

- A. This is the only Agreement between the parties with respect to the subject matter hereof. No other agreements are effective. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void. The invalidity or unenforceability of any provision hereof shall not affect the remainder hereof.
- B. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Agreement or its acceptance of fees shall not be a waiver and shall not prevent Landlord from enforcing any provision of this Agreement in the future. No receipt of money by Landlord shall be deemed to waive any default of Tenant or to extend, reinstate or continue the term hereof.
- C. **Schedules A, B, C, and D** attached hereto are hereby incorporated herein by this reference. The laws of the State in which the Property is located shall govern this Agreement. This Agreement shall, in the event of conflict, supersede any Schedules.
- D. All parties signing this Agreement as a partnership or co-signing individuals shall be jointly and severally liable for all obligations of Tenant.

- E. Tenant represents and warrants to Landlord that there are no agents, brokers, finders, or other parties with whom Tenant has dealt who are or may be entitled to any commission or fee with respect to this Agreement.
- F. Neither Tenant nor anyone claiming by, through, or under Tenant shall assign this Agreement or permit the use of any portion of the Property by any person other than Tenant. In the event of any such permitted assignment, Tenant shall not thereby be relieved of any of its obligations under this Agreement.
- G. The Rules and Regulations of the Property as defined in **Schedule C** hereto and any additional schedules that may be attached hereto are expressly made a part of this Agreement and Tenant expressly covenants and agrees to abide by all of such Rules and Regulations and such additional terms, as well as such modifications to such Rules and Regulations as may be hereafter adopted by Landlord.
- H. All notices hereunder shall be in writing. Notices to Tenant shall be deemed to be duly given if mailed by registered or certified mail, postage prepaid, addressed to Tenant at:

David Gomel, Authorized Representative
Rosecrance, Inc.
1021 North Mulford Road
Rockford, Illinois 61107

Notice to Landlord shall be deemed to be duly given if mailed by registered or certified mail, postage prepaid, to Landlord at:

Administrator
Champaign County Nursing Home
500 Art Bartell Road
Urbana, Illinois 61802

- I. This Agreement grants Tenant the Lease to use the Leased Premises and those areas of the Property identified in Section 5 and Schedule A for the specific purposes herein set forth without diminution of the legal possession or control thereof by Landlord and shall be revocable at the option of Landlord upon the destruction of the Property or the breach by Tenant of any term or condition herein set forth.
- J. Landlord may assign this Agreement and/or any fees hereunder without Tenant's consent and Tenant agrees to attorn to any such assignee.
- K. In no event shall Landlord be liable to Tenant for any indirect, special, or consequential damages and/or lost profits arising out of or related to this agreement. In any event, the parties agree that Landlord's liability to Tenant shall in no event exceed the total fees paid to Landlord by Tenant during the current term.
- L. This Lease is and shall be expressly subject and subordinate at all times to (a) any present or future ground, underlying, or operating lease of the Property, and all amendments, renewals, and modifications to any such lease, and (b) the lien of any present or future mortgage or deed of trust encumbering fee title to the Property, the Leased Premises and/or the leasehold estate under any such lease. If any such mortgage

or deed of trust is foreclosed, or if any such lease is terminated, upon request of the mortgagee, beneficiary or Landlord, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the Landlord under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, beneficiary, Landlord, or purchaser at foreclosure, as the case may be, to execute and deliver such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment on the form customarily used by such party

- M. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties further agree that signatures of this Agreement may be exchanged by facsimile or other electronic transmission and that the facsimile or electronic copies of each party's respective signature shall be binding as if the same were an original signature.

<Signature Page Follows>

IN WITNESS HEREOF, the parties have executed this Agreement on the date set forth above.

LANDLORD:

COUNTY OF CHAMPAIGN

By: _____

Name: _____

Its: _____

TENANT:

ROSECRANCE, INC.

By: _____

Name: _____

Its: _____

SCHEDULE A
LEASE PREMISES ATTACHED

Lease Agreement - Attachment A Stadium View Wing (Highlighted)

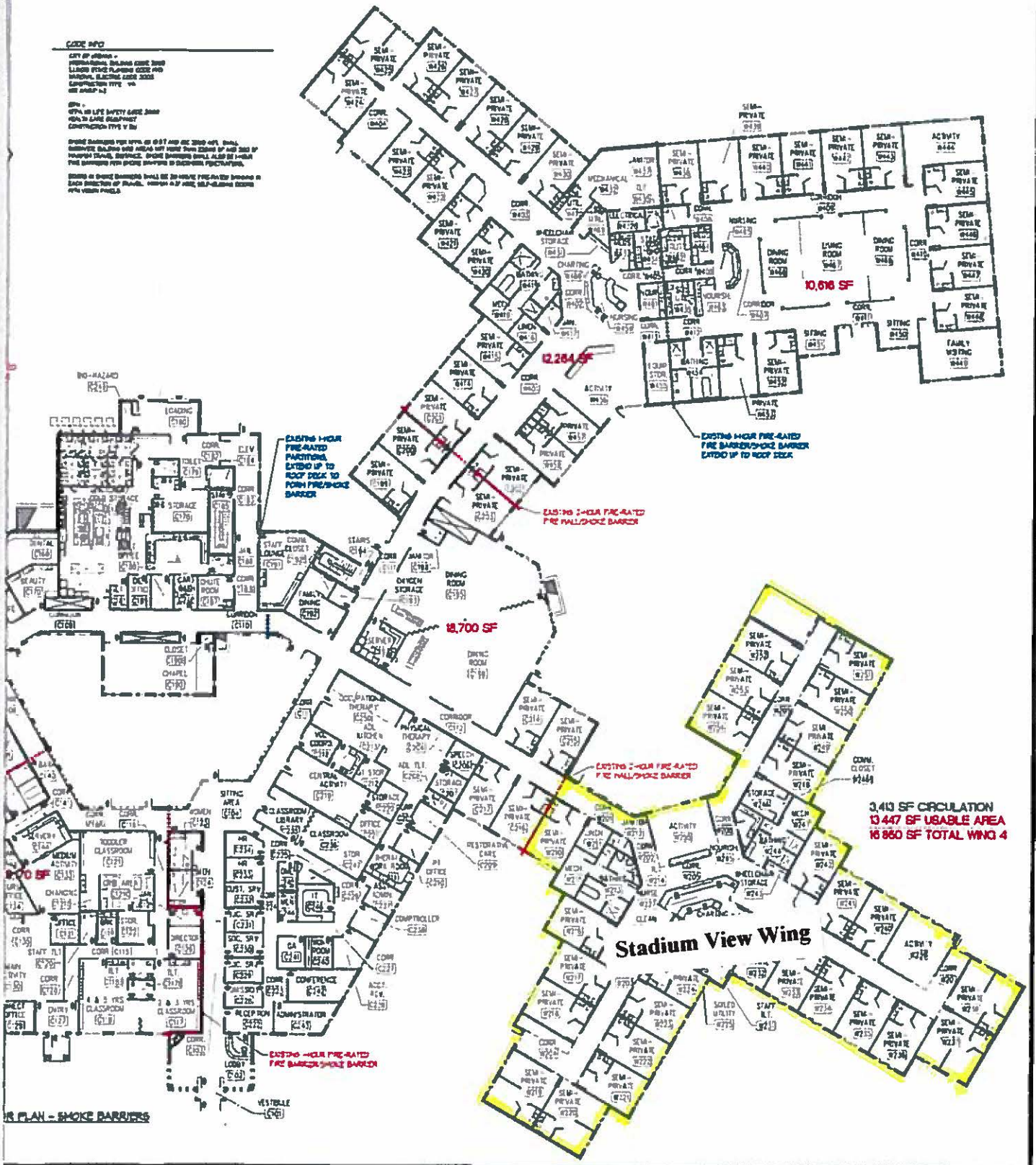
CODE INFO

CITY OF URBANA -
INTERNATIONAL BUILDING CODE 2009
LUBBOCK FIRE-RESISTANCE CODE 2009
MICHIGAN ELEC. CODE 2008
CONSTRUCTION TYPE - IV
SEE SAMP. 4.1

SP-1
OPEN TO LIFE SAFETY CODE 2009
RISK TO LIFE EQUIPMENT
CONSTRUCTION TYPE V-B

DRIVE DAMPING FOR SP-1 AS @ 17 AND 18 2009 OPT. SHALL
REINFORCE BUILDING WITH AREA OFF FROM FROM CODES OF 100 2009 OF
100000 (SHEAR, BUCKLE, DRIFT DAMPING SHALL ALSO BE 100000
THE DAMPING FROM FROM DAMPING IN DAMPING, FLEXIBILITY,

DRIVE IN DRIVE DAMPING SHALL BE TO HAVE FIRE-RESISTANCE BARRIERS IN
EACH DIRECTION OF DRIFT. 100000 A/F 100000 SELF-DRIVING CODES
100000 100000



1st FLOOR - SMOKE BARRIERS

igw
ARCHITECTURE

CHAMPAIGN COUNTY
ADMINISTRATIVE SERVICES



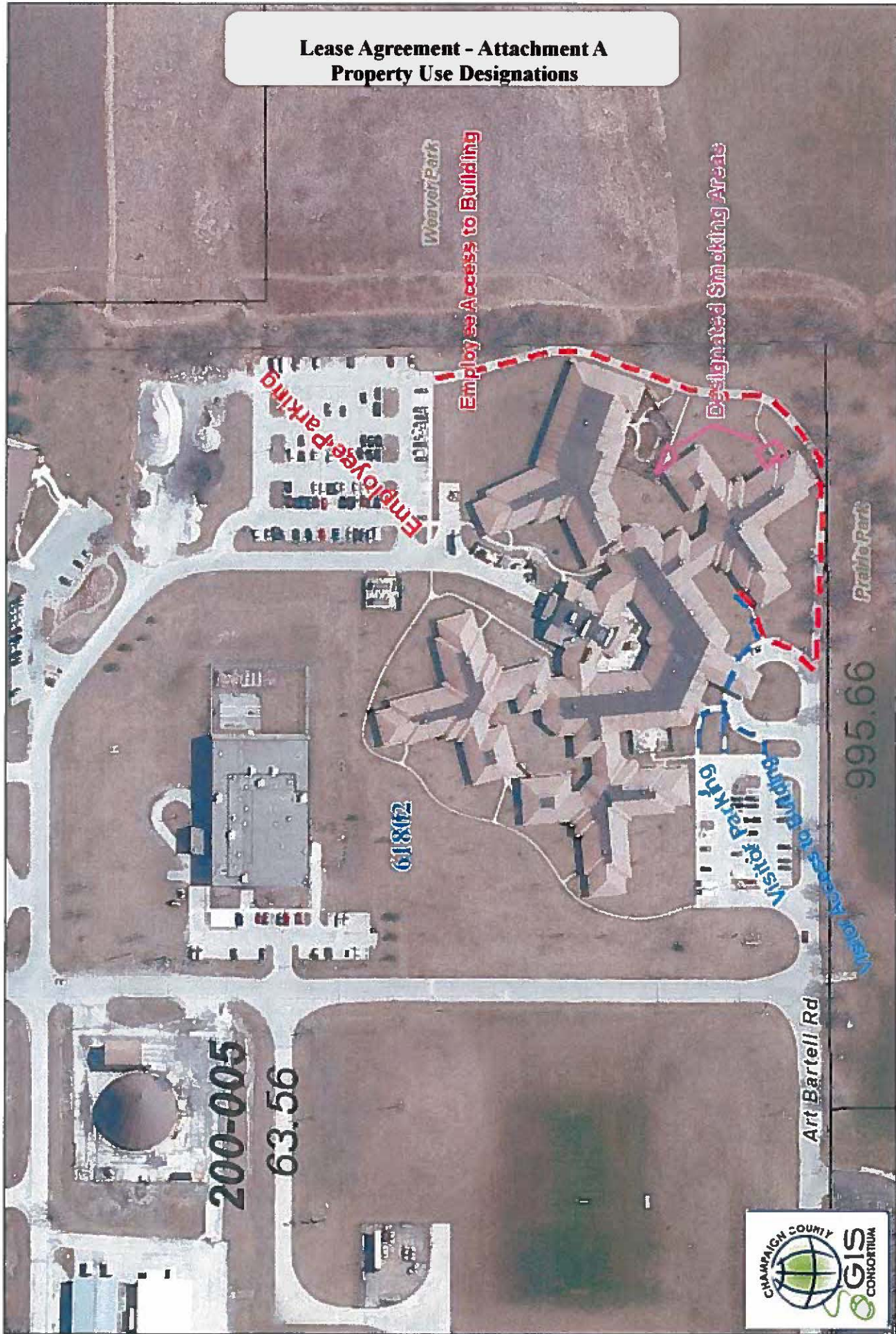
FIRST FLOOR OVERALL PLAN - SMOKE BARRIERS
CHAMPAIGN COUNTY NURSING HOME
AREA SUMMARY
URBANA, ILLINOIS

FILE # 08
DATE 08/20/09

LS1.1

GIS Webmap Public Interface Champaign County, Illinois

Lease Agreement - Attachment A Property Use Designations



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110 Feet

Date: Friday, March 2, 2018



**SCHEDULE B
SERVICES**

Services shall include:

Landlord shall provide, at Landlord's cost, usual and customary snow removal in the Designated Smoking Area, the Employee Parking Lot, and the Employee Access to the Leased Premises provided that the snow removal is reasonable and feasible for Landlord to provide and does not involve modifications or additions to the existing Lease Premises/Property systems or equipment.

**SCHEDULE C
EQUIPMENT LISTING ATTACHED**

**SCHEDULE D
RULES AND REGULATIONS**

1. Tenant's employees and contractors will conduct themselves in accordance with the Landlord's third party vendor rules and regulations.
2. Tenant will not affix anything to the windows, walls, or any other part of the Leased Premises or the Property or make alterations or additions to the Leased Premises or the Property without the prior written consent of Landlord except for posting signage as noted in the Agreement.
3. Tenant will not prop open any corridor doors, exit doors or door connecting corridors during or after business hours.
4. All corridors, halls, elevators, and stairways shall not be obstructed by Tenant or used for any purpose other than egress and ingress.
5. No advertisement or identifying signs, other than those approved by Landlord, or other notices shall be inscribed, painted, or affixed on any part of the corridors, doors or public areas, without Landlord's prior written consent (and then only at Tenant's cost).
6. Tenant shall not, without Landlord's prior written consent, store or operate in the Leased Premises any large business machine, reproduction equipment, heating equipment, stove, vending or coin operated machine, or conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the Property, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous because of fire or any explosives shall be brought into the Property. No offensive gases, odors, or liquids will be permitted.
7. The electrical current shall be used for ordinary lighting purposes only unless written permission to do otherwise shall first have been obtained from Landlord at an agreed cost to Tenant.
8. If Tenant requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Tenant's expense by the personnel designated by Landlord.
9. Tenant may not conduct business in the common areas or any other area in the Property except in its Leased Premises without the prior written consent of Landlord.
10. Tenant will bring no animals other than service animals into the Property.
11. Tenant shall not remove furniture, fixtures, or decorative material from the Leased Premises without the written consent of Landlord and such removal shall be under the supervision and regulations of the Landlord.
12. Tenant will not use the Property for manufacturing or storage of merchandise except as such storage may be incidental to general retail purposes. All chemicals, whether lethal or not, must be kept in locked closet, provided by Tenant, at all times when in the Property.
13. Tenant will not occupy or permit any portion of the Leased Property for manufacture, sale, gift, or use of liquor, narcotics, controlled substances, firearms, fireworks, or tobacco in any form.
14. Tenant will not use the Leased Premises for any immoral or illegal purposes.

15. No additional locks or windows of the Property shall be added by Tenant nor shall any changes be made on existing locks or the mechanisms thereof.
16. Tenant shall, before leaving the Leased Premises unattended for an extended period, close and securely lock all doors and shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be paid by Tenant.
17. All property belonging to Tenant or any employee, agent, or invitee of Tenant shall be at the risk of such person only and Landlord shall not be liable for damages thereto or for theft or misappropriation thereof.
18. If Tenant does not remove any property belonging to Tenant from the Property at the end of the term, at the option of Landlord, Tenant shall be conclusively presumed to have conveyed such property to Landlord under this Agreement as a bill of sale without further payment or credit by Landlord to Tenant and Landlord may remove the same and Tenant shall pay Landlord all costs of such removal upon demand.
19. Tenant's caregivers, agents, or employees agree to abide by all rules and regulations of Landlord, and if requested shall execute any applicable forms requested by Landlord.
20. Tenant shall solely bill residents and their third party payors directly for all services. Landlord shall not be responsible for payment for any services provided.
21. Tenant shall not represent that Tenant is in any way employed by or an agent of Landlord.
22. Tenant shall not use the premises for any other purpose except as outlined in Section 4.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is dated and entered into on March <____>, 2018 (“**Commencement Date**”), by and between COUNTY OF CHAMPAIGN, a body corporate and politic (“**Contractor**”) and ROSECRANCE, INC., an Illinois corporation (“**Company**”).

A. Company is leasing that certain premises described on **Schedule A** from Contractor (the “**Leased Premises**”).

B. Company requests that Contractor provide certain food service, laundry, and housekeeping services.

1. Services. Contractor agrees to provide to Company, through a third-party provider, within the Leased Premise, food services, laundry, and housekeeping services as specifically set forth on **Schedule B** (the “**Service**”) subject to the terms and conditions set forth herein.

2. Independent Contractor Status.

A. Independent Contractor. Contractor is an independent contractor under this Agreement, and nothing herein will be construed to create a partnership, joint venture, agency, or employment relationship between Contractor and Company. Neither Contractor nor Company will have authority to enter into agreements of any kind on behalf the other, or otherwise bind or obligate the other in any manner to any third party, by virtue of the relationship contemplated by this Agreement.

B. Method of Performance. Contractor will have the right to determine the method and means of performing the Services. Contractor agrees to follow all reasonable suggestions or recommendations made by Company with respect to the performance of the Services.

C. Taxes. Contractor will be solely responsible for all federal, state, and local taxes and related contributions attributable to the payments from Company to Contractor for Services performed. Contractor further acknowledges and agrees that Contractor is an independent contractor for federal, state and local income and employment tax purposes, including FICA and FUTA.

3. Compensation and Payment. In exchange for Contractor’s provision of the Services, Company agrees to pay Contractor a monthly fee equal to \$950 per day (the “**Base Monthly Service Fee**”), all payable on the first business day of each calendar month during the Initial Term and all extensions thereof, without any deduction, offset, notice, or demand. In addition to the Base Monthly Service Fee, to the extent additional residents/patients are present or admitted to the Lease Premises after the first business day of a month resulting in there being more than 25 residents/patients admitted at the Leased Premises, then for each resident/patient admitted during such month, Company shall pay Contractor \$38 per day per resident/patient during such month on the first business day of the immediately following month (the “**True-up Service Payment**”). The Base Monthly Service Fee and the True-up Service Payment are collectively referred to herein as the “**Monthly Service Fee**”. If the Commencement Date shall be other than the first day of a month fees for any such month shall be prorated. All Monthly Service Fees and

other sums payable in this Agreement shall be payable to Champaign County Nursing Home, Attention: Administrator, at 500 Art Bartell Road, Urbana, Illinois 61802. In addition to any other sums due, Company shall pay monthly late charges equal to five percent (5%) of all amounts that have not been paid to Company within five (5) days of their respective due dates. The parties agree that such late charges are fair and reasonable compensation for costs incurred by Contractor where there is default in any payment due under this Agreement. Upon execution hereof, Company will pay Contractor the Monthly Service Fee for the first full month of the initial term. Company shall provide Contractor, from time to time, Company's census records upon Contractor's request.

4. Duration of Agreement. This agreement will commence on the date on which Company first begins treating patients at the Premises, and terminate on September 30, 2018, or six (6) months after the date which the Landlord receives approval from the Illinois Department of Public Health, whichever occurs later (the "**Initial Term**"). The Initial Term of this Agreement shall be automatically extended for an additional thirty (30) days, upon the same terms and conditions as contained herein (collectively, the "**Term**"), unless either party gives notice to the other in writing to the contrary at least thirty (30) days prior to the end of the Initial Term or any extension thereof. Notwithstanding the above and any other provision to the contrary, either party may terminate this Agreement for any reason upon sixty (60) days' advance written notice to the other party.

5. Termination upon Breach. Notwithstanding Section 4, this Agreement may be terminated immediately by Contractor upon written notice to the Company in the event the Company receives a notice of breach of any obligation under this Agreement and fails to cure within ten (10) days after written notice of the breach.

6. Effect of Termination. Upon any termination of this Agreement, whether by lapse of time or otherwise, Contractor shall cease all Services immediately and all rights, obligations or liabilities accrued under this Agreement prior to termination of this Agreement, and any other right, obligation, or liability which by its nature or express duration extends beyond the termination of this Agreement (including Company's obligation to make payment for the Services provided), will survive termination and continue in effect indefinitely or for that express duration. The provisions of this Agreement that do not survive termination of this Agreement will nonetheless be controlling on, and will be used in construing and interpreting the rights and obligations of the parties with regard to any dispute, controversy or claim which may arise under, out of, in connection with, or relating to this Agreement.

7. Compliance. Contractor will observe and comply with all federal, state, and local laws, ordinances, regulations, rules, and standards that may apply to the Services.

8. Insurance. Company, at Company's expense, shall procure and maintain, during the Term of this Agreement, comprehensive general liability insurance with an A- or better rated national insurance company with limits of not less than \$1,000,000 for personal injury (including death) and \$1,000,000 for property damage, and professional liability insurance covering the risk of personal injury or death with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The policy or policies shall be issued by a company or companies licensed to do business in the state in which the Leased Premises is located and shall be in a form reasonably

acceptable to Contractor, shall name Contractor as an additional insured as its interests may appear under this Agreement only, and shall contain a provision that Contractor will be given prior written notice for any cancellation of coverage in accordance with the policy terms and conditions. In addition, such policies shall: (i) be primary insurance as to all claims thereunder and provide that any insurance carried by Contractor is excess and is non-contributing with any insurance requirement of Company; and (ii) have commercially reasonable deductible amounts. Certificates of all such insurance shall be delivered to Contractor upon request from Contractor. Company shall carry and maintain during the entire Term, at Company's sole cost and expense such reasonable types of insurance coverage and in such reasonable amounts covering the Leased Premises and Contractor provided Services, as may be otherwise required to be carried by applicable laws.

9. **Indemnification.** Contractor and its respective directors, managers, officers, agents, servants, and employees shall not, subject to the following sentence and applicable law, be liable for, and Company waives all right of recovery against such entities and individuals for any damage or claim with respect to any injury to person or damage to, or loss or destruction of any property of Company, its employees, authorized persons and invitees due to any act, omission or occurrence in or about the Leased Premises. Without limitation to any other provision hereof, subject to law, as Contractor is a political entity, each party hereto hereby agrees to indemnify, defend, and hold harmless the other party hereto, and such other party's officers, directors, managers, employees, shareholders, partners, agents, and representatives from and against any liability to third parties arising out of: (A) in the case of Company as an indemnifying party, Company's use and occupancy of the Leased Premises, Company's Default pursuant to the provision of this Agreement, and/or any negligent act or omission of Company or Company's officers, directors, employees, shareholders, partners, agents and representatives, contractors, customers, or invitees; (B) in the case of Contractor as an indemnifying party, Contractor's Default pursuant to the provisions of this Agreement and/or any Contractor act or omission constituting negligence or willful malicious misconduct. Company assumes all risk of loss with respect to all personal property of Company, its agents, employees, contractors, and invitees within or about the Leased Premises. Company acknowledges that it is the Company's responsibility to maintain insurance to cover the risks set forth in this paragraph. Contractor has no obligation to provide any security services or equipment or personnel.

10. **Default.** Company shall be deemed to be in default under this Agreement (a "Default"): (a) if Company defaults in the payment of the Monthly Service Fee or other sums due hereunder or (b) if Company defaults in the prompt and full performance of any other provisions of this Agreement and any such default continues in excess of five (5) business days after written notice by Contractor.

Should Company be in Default hereunder, Contractor shall have the option to pursue any one or more of the following remedies without any additional notice or demand whatsoever and without limitation to Contractor in the exercise of any remedy:

A. Contractor may, if Contractor so elects, without any additional notice of such election or demand to Company, terminate this Agreement.

B. Pursue any other remedy now or hereafter available to Contractor. Contractor's exercise of any rights or remedy shall not prevent it from exercising any other right or remedy under this Agreement, in law, or in equity.

Company agrees to pay all costs and expenses, including reasonable attorney's fees, expended, or incurred by Contractor in connection with the enforcement of this Agreement, the collection of any sums due hereunder, any action for declaratory relief in any way related to this Agreement or the protection of preservation of any rights hereunder.

11. Waiver of Subrogation. Contractor requires that all insurance required to be maintained by Company pursuant to this Agreement shall contain a waiver of subrogation rights by the insurer against Contractor for loss, damage, or injury to Contractor's property caused or contributed to by act or omission of Company, its agents, employees, or invitees. Company hereby releases Contractor from and against any claim for such loss, damage or injury and agrees to indemnify and hold Contractor harmless from all loss, damage and expense, including court costs and experts', consultants', and attorneys' fees, resulting directly or indirectly from assertion of subrogation rights by Company' insurer or insurers against Contractor, which obligation shall expressly survive the termination or expiration of this Agreement.

12. General Terms.

- A. This is the only Agreement between the parties with respect to the subject matter hereof. No other agreements are effective. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void. The invalidity or unenforceability of any provision hereof shall not affect the remainder hereof.
- B. All waivers must be in writing and signed by the waiving party. Contractor's failure to enforce any provision of this Agreement or its acceptance of fees shall not be a waiver and shall not prevent Contractor from enforcing any provision of this Agreement in the future. No receipt of money by Contractor shall be deemed to waive any default of Company or to extend, reinstate or continue the term hereof.
- C. **Schedules A and B** attached hereto are hereby incorporated herein by this reference. The laws of the State in which the Leased Premises is located shall govern this Agreement. This Agreement shall, in the event of conflict, supersede any Schedules.
- D. All parties signing this Agreement as a partnership or co-signing individuals shall be jointly and severally liable for all obligations of Company.
- E. All notices hereunder shall be in writing. Notices to Company shall be deemed to be duly given if mailed by registered or certified mail, postage prepaid, addressed to Company at:

David Gomel, Authorized Representative
Rosecrance, Inc.
1021 North Mulford Road
Rockford, Illinois 61107

Notice to Contractor shall be deemed to be duly given if mailed by registered or certified mail, postage prepaid, to Contractor at:

Administrator
Champaign County Nursing Home
500 Art Bartell Road
Urbana, Illinois 61802

- F. In no event shall Contractor be liable to Company for any indirect, special, or consequential damages and/or lost profits arising out of or related to this agreement. In any event, the parties agree that Contractor's liability to Company shall in no event exceed the total fees paid to Contractor by Company during the current term.
- G. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties further agree that signatures of this Agreement may be exchanged by facsimile or other electronic transmission and that the facsimile or electronic copies of each party's respective signature shall be binding as if the same were an original signature.

<Signature Page Follows>

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Commencement Date first set forth above.

CONTRACTOR:

COUNTY OF CHAMPAIGN

By: _____

Name: _____

Its: _____

COMPANY:

ROSECRANCE, INC.

By: _____

Name: _____

Its: _____

SCHEDULE A
LEASED PREMISES ATTACHED

GIS Webmap Public Interface Champaign County, Illinois



Services Agreement - Attachment A
Property Use Designation



110

Feet

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SCHEDULE B

DESCRIPTION OF SERVICE

1. Food Services. Contractor will provide each resident three meals and two snacks a day at the Leased Premises throughout the Term in compliance with applicable laws, and shall use its commercially reasonable efforts to provide the meals and snacks in a manner that is of a quality and nature consistent with industry standards. Contractor and Company will work in good faith to agree upon any material changes to the menu or the pricing.
2. House Keeping Services. Contractor will provide janitorial services twice each calendar week to the Leased Premises in accordance with industry standards upon times that are mutually agreed upon by Contractor and Company.
3. Laundry Services. Contractor will provide bed linen cleaning services once each calendar week in accordance with industry standards upon times that are mutually agreed upon by Contractor and Company.