

**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE – Finance/Policy/Justice Agenda**  
*County of Champaign, Urbana, Illinois*  
*Tuesday, November 9, 2010 – 6:00 p.m.*

---

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

	<u>Page Number</u>
<b>I. <u>Call To Order</u></b>	
<b>II. <u>Roll Call</u></b>	
<b>III. <u>Approval of Minutes</u></b>	
A. Committee of the Whole Minutes – October 12, 2010	*1-13
B. Legislative Budget Hearings Minutes – September 7, 2010	*14-19
C. Legislative Budget Hearings Minutes – September 14, 2010	*20-28
<b>IV. <u>Approval of Agenda/Addenda</u></b>	
<b>V. <u>Public Participation</u></b>	
<b>VI. <u>Communications</u></b>	
<b>VII. <u>Justice &amp; Social Services:</u></b>	
A. <u>Presentation of County-Wide Housing Study Results from Regional Planning Commission</u>	
B. <u>Monthly Reports</u> - Reports are available on each department's webpage at: <a href="http://www.co.champaign.il.us/COUNTYBD/deptrpts.htm">http://www.co.champaign.il.us/COUNTYBD/deptrpts.htm</a>	
1. Animal Control – September 2010	
2. Emergency Management Agency – Combined September/October 2010	
3. Head Start – September 2010	
4. Probation & Court Services – September 2010	
5. Public Defender – July 2010 & August 2010	
C. <u>Animal Control</u>	
1. Approval of Revised Intergovernmental Agreement for Animal Impound Services with the City of Champaign	*29-33
D. <u>Other Business</u>	
E. <u>Chair's Report</u>	
F. <u>Designation of Items to be Placed on County Board Consent Agenda</u>	
<b>VIII. <u>County Facilities:</u></b>	
A. <u>Courthouse Exterior/Clock &amp; Bell Tower Renovation Project</u>	
1. Project Update	*34

B. Facilities Director

1. Physical Plant Monthly Reports – September 2010 \*35-39
2. Recommendation of Full Project Budget for 202 Art Bartell Construction Project \*40-41
3. Update – ILEAS Roof Project

C. County Administrator

1. Lease Agreement between the County of Champaign and the Illinois Attorney General \*42-48
2. Lease Agreement between the County of Champaign and the Champaign County Humane Society \*49-52

IX. **Policy, Personnel, & Appointments:**

A. Nursing Home Board of Directors

1. Request Approval of Revised Nursing Home Personnel Policy  
(*Separate Attachment mailed to County Board Members Last Week*)

B. Appointments/Reappointments (\* indicates Chair's nominee where there is more than one applicant for an appointment)

1. Redistricting Commission – Select Seven At-Large Members, Two Democratic County Board Members, & Two Republican County Board Members
  - Anthony Ackerman\*
  - Terrance Archibald\*
  - Augustus Hallmon\*
  - Wendy Harris\*
  - Diana Herriott\*
  - Esther Patt\*
  - Richard Winkel, Jr.\*
  - Ron Bensyl\*
  - Jonathan Schroeder\*
  - Alan Kurtz\*
  - Michael Richards\*
  - William Ackermann
  - Kingsley Allan
  - John Bambenek
  - Scott Bidner
  - Daniel Duitsman
  - Chuck Eyman
  - Tony Fabri
  - James Faron
  - Richard Furman, Jr.
  - Gary Guardia
  - Larry Hall
  - Michael Herbert
  - Alvin Klein

- Durl Kruse
  - Devin Mapes
  - David McCoy
  - Theresa Michelson
  - Karen Olsen
  - James Phillips
  - Marilyn Querry
  - J.C. Reitmeier, Jr.
  - Deborah Rugg
  - Linda Stark
  - William Techau
  - Phillip Van Ness
  - Bridgett Wakefield
  - Rick Williams
  - Wayne Williams
2. Nursing Home Board of Directors – Term from 12/1/2010 to 11/30/2012
- Mary Ellen O’Shaughnessey \*53-58
3. Public Aid Appeals Committee – Terms from 12/1/2010 to 11/30/2012  
Two Positions Are Available on the Committee
- Carol Elliott \*59-60
  - James Rusk \*61-62
4. Drainage District #2 of the Town of Scott – Term from 11/19/2010 to 8/31/2013
- Roger Armstrong \*63
5. Nelson-Moore-Fairfield Drainage District – Term from 9/1/2010 to 8/31/2013
- John Heiser \*64
- C. County Administrator
1. Vacant Positions Listing (*Provided for Information Only*) \*65
  2. County Board FY2011 Calendar of Meetings \*66-68
- D. County Clerk
1. Request Approval of Liquor Ordinance Amendments \*69
- E. Board of Review Report \*70-71
- F. Other Business
- G. Chair’s Report
- H. Designation of Items to be Placed on County Board Consent Agenda

**X. Finance:**

**A. Budget Amendments & Transfers**

1. Budget Amendment #10-00091 \*72  
Fund/Dept: 080 General Corporate – 023 Recorder  
Increased Appropriations: \$80,000  
Increased Revenue: \$120,000  
Reason: To cover increased revenue due to large sales in the campus area.
  
  2. Budget Amendment #10-00092 \*73  
Fund/Dept: 080 General Corporate – 023 Recorder  
Increased Appropriations: \$35,000  
Increased Revenue: \$38,500  
Reason: To cover monies used to purchase additional document stamps.
  
  3. Budget Amendment #10-00093 \*74  
Fund/Dept: 109 Delinquency Prevention Grant Fund – 053 Mental Health Board  
Increased Appropriations: \$8,811  
Increased Revenue: \$650  
Reason: Original budget did not allow for the planned expenditures for JJ Quarter Cent funded program. Investment interest will offset a small portion of the balance of allocations. Due to the shortfall in revenue, the remaining balance will be paid out of the Mental Health Fund balance.
  
  4. Budget Amendment #10-00090 \*75  
Fund/Dept: 105 Capital Asset Replacement Fund – 059 Facilities Planning  
Increased Appropriations: \$14,150  
Increased Revenue: \$0  
Reason: Pursuant to bids received, the total expenditure for the ILEAS roof replacement increased over preliminary estimates.
  
  5. Budget Amendment #10-00089 \*76  
Fund/Dept: 091 Animal Control – 047 Animal Control  
Increased Appropriations: \$10,922  
Increased Revenue: \$0  
Reason: ERI payment for FY2010.
  
  6. Budget Amendment #10-00094 \*77  
Fund/Dept: 091 Animal Control – 047 Animal Control  
Increased Appropriations: \$2,600  
Increased Revenue: \$0  
Reason: Budget amendment to cover cost of IMRF.
- B. Request to Waive Hiring Freeze**
1. Public Defender Request to Waive Hiring Freeze for Assistant Public Defender Position \*78-80

C. State's Attorney

1. Request Approval of Application for and, if Awarded, Acceptance of FY2011 Victim Advocacy Grant Renewal \*81-83

D. Nursing Home

1. Request Approval of Application for and, if Awarded, Acceptance of FY2011 IDOT Grant \*84-87

E. County Administrator

1. General Corporate Fund FY2010 Revenue/Expenditure Projection Report  
(*To Be Distributed*)
2. General Corporate Fund Budget Change Report (*To Be Distributed*)
3. Harris & Harris Monthly Collections Report (*To Be Distributed*)
4. Resolution Authorizing Renewal of a Loan from the General Corporate Fund to the Nursing Home Fund \*88
5. Authorization for Loan to the General Corporate Fund from the Public Safety Sales Tax Fund \*89
6. Resolution to Approve FY2011 Plan for Use of the General Corporate Fund One-Time Revenues \*90
7. FY2011 Annual Tax Levy Ordinance \*91-94
8. FY2011 Annual Budget & Appropriation Ordinance \*95-96
9. Resolution Reallocating Recovery Zone Facility Bond Allocation to the Illinois Finance Authority \*97-100
10. Ordinance Authorizing the Issuance of General Obligation (Limited Debt) Tax Certificates, Series 2010A, to Finance County Facilities for the County of Champaign, Illinois, & Providing the Details of Such Certificates, & Related Matters (*Separate Attachment with Lavender Cover*) \*101-102
11. Approval of Installment Purchase Agreement (Series 2010A) (*Separate Attachment with Lavender Cover*)
12. Ordinance of the County of Champaign, Illinois, Providing for the Issuance of General Obligation Refunding Bonds, Series 2010B, Providing the Details of Such Bonds & for a Levy of Taxes to Pay the Principal of & Interest on Such Bonds, & Related Matters (*Separate Attachment with Lavender Cover*)
13. Approval of Authorization for the Issuance of Tax Anticipation Warrants

F. Treasurer

1. Monthly Report – October 2010 \*103-115

G. Auditor

1. Purchases Not Following Purchasing Policy (*Provided For Information Only – To Be Distributed*)
2. Monthly Report \*116-123

H. Other Business

I. Chair's Report

J. Designation of Items to be Placed on County Board Consent Agenda

**XI. Recess**

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**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE MINUTES**

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10 **Finance/Policy, Personnel, & Appointments/Justice & Social Services**  
11 **Tuesday, October 12, 2010**  
12 **Lyle Shields Meeting Room, Brookens Administrative Center**  
13 **1776 E. Washington St., Urbana, Illinois**  
14

15  
16 **MEMBERS PRESENT:** Carol Ammons, Jan Anderson, Steve Beckett, Ron Bensyl, Thomas  
17 Betz, Lorraine Cowart, Chris Doenitz, Matthew Gladney, Stan James,  
18 John Jay, Brad Jones, Greg Knott, Alan Kurtz, Ralph Langenheim,  
19 Brendan McGinty, Diane Michaels, Steve Moser, Alan Nudo, Steve  
20 O'Connor, Giraldo Rosales, C. Pius Weibel, Barbara Wysocki

21  
22 **MEMBERS ABSENT:** Lloyd Carter, Michael Richards, Larry Sapp, Jonathan Schroeder

23 **OTHERS PRESENT:** Kat Bork (Administrative Assistant), Deb Busey (County  
24 Administrator), Debbie Chow (Insurance Specialist), Dan Welch  
25 (Treasurer), Jim Barham (Barham Benefit Group), John Katsinas  
26 (Barham Benefit Group)

27  
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32  
33 **CALL TO ORDER**

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44  
45  
46

Betz called the Committee of the Whole meeting to order at 6:00 p.m.

**ROLL CALL**

Bork called the roll. Beckett, Bensyl, Betz, Cowart, Doenitz, Gladney, James, Jay, Jones, Knott, Kurtz, Langenheim, McGinty, Michaels, Moser, Nudo, O'Connor, Weibel, and Wysocki were present at the time of roll call, establishing the presence of a quorum.

**APPROVAL OF MINUTES**

**MOTION** by Beckett to approve the Committee of the Whole minutes of September 14, 2010; seconded by Wysocki. **Motion carried with unanimous support.**

Rosales entered the meeting at 6:01 p.m.

**APPROVAL OF AGENDA/ADDENDA**

Betz stated the recommendation for employee health insurance would be moved to the last item on the agenda after the closed session.

**MOTION** by Weibel to approve the agenda and the addendum; seconded by Wysocki.

47 McGinty stated agenda item 8.B.1 was erroneously listed under Policy and should be listed  
48 under Finance. **Weibel and Wysocki agreed to consider the change has a friendly amendment.**

49  
50 **Motion carried with unanimous support.**

51  
52 Ammons entered the meeting at 6:02 p.m.

53  
54 **PUBLIC PARTICIPATION**

55  
56 There was no public participation.

57  
58 **COMMUNICATIONS**

59  
60 Weibel announced the only Board member who had contacted him regarding being absent  
61 was Beckett, who notified Weibel he might be late. Weibel pointed out the Employee Recognition  
62 Event would be held the week of October 18<sup>th</sup>. Notices were distributed on the Board's desk. He  
63 also had a sign-up sheet for Board members to present gifts for years of service.

64  
65 Anderson entered the meeting at 6:03 p.m.

66  
67 **FINANCE**

68 **Budget Amendments & Transfers**

69 **Budget Amendment #10-00082**

70  
71 **MOTION** by Jones to recommend to the County Board approval of Budget Amendment  
72 #10-00082 from Fund 476 Self-Funded Insurance – Department 118 Property/Liability Insurance  
73 for increased appropriations of \$1,656 for the Property Loss/Damage Claims line, \$5,700 for the  
74 Auto Damage/Liability Claims line, \$743 for the Property Loss/Damage Claims line, and \$4,527 for  
75 the Property Loss/Damage Claims line with increased revenue of \$1,656 from the Other Misc.  
76 Revenue line, \$5,700 from the Other Misc. Revenue line, \$743 from the Insurance Claims  
77 Reimbursement line, and \$4,527 from the Insurance Claims Reimbursement line; seconded by  
78 Beckett. **Motion carried with unanimous support.**

79  
80 **Budget Amendment #10-00084**

81  
82 **MOTION** by Rosales to recommend to the County Board approval of Budget Amendment  
83 #10-00084 from Fund 083 County Highway – Department 060 Highway for increased  
84 appropriations of \$21,000 for the Regular Full-Time Employees line, \$17,000 for the Temporary  
85 Salaries and Wages line, \$19,000 for the Overtime line, \$15,000 for the Gasoline and Oil line,  
86 \$34,728 for the Insurance line, and \$25,000 for the Heavy Equipment Maintenance line with  
87 increased revenue of \$100,000 from the Material and Equipment Use-County Motor Fuel Tax line,  
88 and \$40,000 from the Engineering Fee-County Motor Fuel Tax line; seconded by Kurtz. **Motion**  
89 **carried with unanimous support.**



93 Budget Amendment #10-00085

94  
95 **MOTION** by Ammons to recommend to the County Board approval of Budget Amendment  
96 #10-00085 from Fund 088 Illinois Municipal Retirement – Department 044 Nursing Home for  
97 increased appropriations of \$43,350 for the IMRF-Employer Cost line with increased revenue of  
98 \$43,350 from the IMRF/Social Security Reimbursement line; seconded by Wysocki. **Motion**  
99 **carried with unanimous support.**

100  
101 Budget Amendment #10-00086

102  
103 **MOTION** by Ammons to recommend to the County Board approval of Budget Amendment  
104 #10-00086 from Fund 088 Illinois Municipal Retirement – Department 073 Illinois Municipal  
105 Retirement for increased appropriations of \$333,351 for the IMRF-Employer Cost line with  
106 increased revenue of \$80,572 from the IMRF/Social Security Reimbursement line; seconded by  
107 Langenheim.

108  
109 James asked where the money would come from. Busey reminded him that the Board  
110 agreed to pay the IMRF actuarial contribution in May. The IMRF Fund has a sufficient balance to  
111 cover the actuarial contribution and the money would be appropriated from the fund balance. She  
112 reviewed the fund with the Treasurer, who agreed the IMRF Fund should maintain a \$1 million  
113 balance. James supported making IMRF payments as they become due. Busey confirmed this  
114 payment catches the County up-to-date regarding General Corporate Fund employees for this fiscal  
115 year. Almost all the property tax growth in FY2011 is going to the IMRF Fund to ensure it will  
116 have sufficient funding to pay the full rate in FY2011.

117  
118 **Motion carried with unanimous support.**

119  
120 Budget Amendment #10-00087

121  
122 **MOTION** by Wysocki to recommend to the County Board approval of Budget Amendment  
123 #10-00087 from Fund 075 Regional Planning Commission – Department 732 Fringe Benefits  
124 Clearing for increased appropriations of \$15,000 for the Regular Full-Time Employees line, \$5,000  
125 for the Regular Part-Time Employees, \$20,000 for the Social Security-Employer line, \$60,000 for  
126 the IMRF-Employer Cost line, \$3,000 for the Workers' Compensation Insurance line, \$5,000 for  
127 the Unemployment Insurance line, and \$15,000 for the Employee Health/Life Insurance line with  
128 no increased revenue; seconded by Rosales.

129  
130 Weibel asked what grants would cover these additional expenses. Busey said a majority of  
131 the funding within the Regional Planning Commission is covered by grants.

132  
133 **Motion carried with unanimous support.**

134  
135 Budget Amendment #10-00088

136  
137 Budget Amendment #10-00088 from the Regional Planning Commission was distributed to  
138 the Board members because the details were not made available in advance of the meeting.

139           **MOTION** by Weibel to recommend to the County Board approval of Budget Amendment  
140 #10-00088 from Fund 075 Regional Planning Commission – Department 741 Travel Demand  
141 Model Expansion for increased appropriations of \$52,600 for the Regular Full-Time Employees  
142 line, \$500 for the Stationery & Printing line, \$500 for the Office Supplies line, \$250 for the  
143 Postage, UPS, Fed Express line, \$200 for the Gasoline & Oil line, \$25,000 for the Professional  
144 Services line, \$500 for the Job-Required Travel Expense line, \$500 for the Computer Services line,  
145 \$250 for the Business Meals/Expenses line, and \$700 for the Conferences & Training line with  
146 increased revenue of \$75,000 from the DOT-FHWA-Highway Planning & Research line and  
147 \$6,000 from the From IDOT Planning Dept. 715/722 line; seconded by Cowart.  
148

149           Betz wanted some explanation about the additional appropriation in the budget amendment.  
150 Moser said RPC wanted to study every road from Ludlow to Longview. There was no one from  
151 RPC present to explain the budget amendment and Busey was not provided with information  
152 beyond what was listed in the budget amendment. Langenheim questioned if deferring the item  
153 until the Board's questions could be answered would create a problem. Busey could not be certain  
154 because the RPC Executive Director was not present, but suggested the budget amendment could be  
155 placed on the regular County Board agenda so the questions would be answered. She noted there  
156 are only two months left in fiscal year and RPC may what to spend the money in the current fiscal  
157 year. Deferring the item might prevent RPC from appropriating all the money in the current year.  
158 They had to wait until today for the Chief Deputy Auditor to return in order to obtain the new fund  
159 numbers for this amendment.  
160

161           Kurtz said the budget amendment needs explanation that RPC has not provided at this  
162 meeting. Bensyl remarked the amendment is revenue neutral and the Board could vote it down at  
163 full Board meeting if an explanation is not provided by then. Moser stated the RPC applied for this  
164 grant in September. It is for a road study outside the municipal area. He did not know what the  
165 study was exactly for, but it would go the planning personnel and had been approved by the RPC  
166 Board. Busey suggested sending the amendment to the full Board meeting without  
167 recommendation so that it could be placed on that agenda.  
168

169           **MOTION** by Becket for a substitute motion to send Budget Amendment #10-00088 to the  
170 County Board without recommendation; seconded by Kurtz. Weibel and Cowart agreed to accept  
171 the substitute motion as the main motion. **Motion carried.**  
172

173 Budget Transfer #10-00005  
174

175           **MOTION** by Kurtz to recommend to the County Board approval of Budget Transfer #10-  
176 00005 from Fund 080 General Corporate – Department 031 Circuit Court and Fund 080 General  
177 Corporate – Department 140 Correctional Center for a transfer of \$270 to the Correctional Center  
178 Office Supplies line from the Circuit Court Professional Services line; seconded by Ammons.  
179 **Motion carried with unanimous support.**  
180

181 Budget Transfer #10-00006  
182

183           **MOTION** by Wysocki to recommend to the County Board approval of Budget Transfer  
184 #10-00006 from Fund 076 Tort Immunity Tax Fund – Department 075 General Corporate for a

185 transfer of \$39,312 to the Workers' Compensation Insurance line from the Insurance line; seconded  
186 by O'Connor. **Motion carried with unanimous support.**

187

188 McGinty announced that the budget amendment did not need to be signed by Board  
189 members due to the revisions of the County Board Rules.

190

191 **Nursing Home**

192 **Approval of Resolution Regarding Charges for Services**

193

194 **MOTION** by Anderson to approve the Resolution Regarding Charges for Services;  
195 seconded by Rosales.

196

197 James asked if the Nursing Home was asking to increase its prices due to a survey of rates of  
198 other local nursing homes. Busey said the increased rates were also based of the costs of providing  
199 services at the Champaign County Nursing Home. They do have comparisons with other nursing  
200 homes. The increases are consistent with those rates. James wondered if the County Board wanted  
201 to increase the rates when they are trying to increase the daily census at CCNH. He wanted to know  
202 how CCNH compared to fair market value, because some of the CCNH costs are offset by  
203 taxpayers. Busey said there are nine local nursing homes and the CCNH rates are ranked 5th for a  
204 semi-private home. She would provide the detailed information for Board members before the full  
205 Board meeting. James suggested the County take a long hard look at not being in the nursing home  
206 business when the taxpayer-supported home was being compared to private nursing homes. He  
207 questioned if the cost justified being in this business. James thought it was unfair to taxpayers for  
208 the rates to be raised every year.

209

210 Nudo confirmed the rate increase was reviewed by the Nursing Home Board of Directors.  
211 They were careful to set a rate increase that was competitive with other nursing facilities. Anderson  
212 concurred with Nudo and added that CCNH was trying to make the charges reflective of the cost of  
213 providing skilled nursing services. The County Board has said CCNH has to come out financially  
214 even.

215

216 Knott, who has two relatives living at CCNH as private pay residents, thought this was a  
217 reasonable increase. He would rather see small annual increases rather than large increase in one  
218 year to catch up the rates. Michaels said it would have been helpful to have a comparison of the  
219 current charges with the requested rates.

220

221 **Motion carried.**

222

223 **Sheriff's Office**

224 **Request for a Permanent Waiver of the Hiring Freeze**

225

226 **MOTION** by Beckett to approve the Sheriff's request for a permanent waiver of the hiring  
227 freeze for his Law Enforcement and Court Security Divisions; seconded by O'Connor.

228

229 Kurtz said the Sheriff's request made sense in order to have sufficient coverage in the  
230 surrounding towns and the Courthouse for the safety of residents and the Sheriff's officers.

231 James agreed with ideas expressed in the Sheriff's memo. He noted that the Rantoul Police  
232 Department has grown even when as its population has decreased. He would have liked to have  
233 seen statistics on crime and Sheriff's staffing from 10 years ago for a comparison. Any jobs can be  
234 justified, but hard numbers are preferable. Nudo pointed out that that Sheriff's Office has forgone  
235 eleven staff people and supported the permanent waiver. Busey confirmed the Sheriff is asking for  
236 this waiver after cutting 9.5 FTE positions since 2009.

237  
238 **Motion carried.**

239  
240 **Regional Planning Commission**

241 Approval of Resolution Allocating Qualified Energy Conservation Bond Volume Cap Received by  
242 the County of Champaign

243  
244 **MOTION** by Wysocki to approve the Resolution Allocating Qualified Energy Conservation  
245 Bond Volume Cap Received by the County of Champaign; seconded by Weibel.

246  
247 Moser asked for an explanation of the request. Busey thought Cameron Moore would be at  
248 the meeting to answer questions about the RPC items. She thought this was allocated to the  
249 Champaign County schools at the beginning of the year until July 31<sup>st</sup>. The schools did not use it  
250 all by the deadline and would like a new deadline of the end of the year. The offer was made to all  
251 schools and the ones that participated were listed in the resolution.

252  
253 Ammons inquired if the money could only be used by the school districts or returned. Busey  
254 thought Moore had commitments from schools to use the entire allocation in this year. It does not  
255 return to the County if it is not used.

256  
257 Nudo said this money would reduce the interest payment on bonds. He hoped the schools  
258 would piggyback this money on their 1% school facilities sales tax money.

259  
260 **Motion carried with unanimous support.**

261  
262 Approval of Resolution Designating the County of Champaign as a Recovery Zone & Allocating  
263 Recovery Zone Economic Development Bond Volume Cap Received by Said County

264  
265 **MOTION** by Ammons to approve the Resolution Designating the County of Champaign as  
266 a Recovery Zone & Allocating Recovery Zone Economic Development Bond Volume Cap  
267 Received by Said County; seconded by Weibel. **Motion carried with unanimous support.**

268  
269 **County Administrator**

270 General Corporate Fund FY2010 Revenue/Expenditure Projection Report

271  
272 Busey distributed her reports to the Board. The picture seems to be improving by the end of  
273 the third quarter. The General Corporate Fund (GCF) has received two months income tax revenue  
274 from the State of Illinois in one month. The GCF could see ten to eleven months of income tax  
275 revenue in this fiscal year. This represents an improvement of \$400,000 to 500,000 over where the  
276 fund was three to four months ago. The General Government Fees still look to be down by

277 \$410,000, but this is a lesser deficit than originally anticipated. The sales tax revenues are coming  
278 in close to what was budgeted. The total revenue projection is a deficit of \$732,000 or 98% of the  
279 budget.  
280

281 The expenditures were amended during the year and look to be underspent by \$490,000. On  
282 paper, the GCF is underspending its budget because the revenue lines were not amendment when  
283 the expenditure budget was cut earlier this year. Projections show a possible \$630,000 positive  
284 budget this year. There are still many unpredictable items in the budget. Busey hopes to end the  
285 fiscal year with a balanced or revenue positive budget. She changed the summary report to show  
286 the actual fund balance with the outstanding loan to the Nursing Home.  
287

#### 288 General Corporate Fund Budget Change Report

289  
290 The budget change report was provided and has not changed since the previous month.  
291

#### 292 Harris & Harris Monthly Collections Report

293  
294 Busey announced the GCF has received \$165,600 in collections year-to-date. Overall, the  
295 taxing entities who receive the money from outstanding fees collected have received \$756,983.  
296 This is definitely a positive program for the taxing bodies.  
297

298 **MOTION** by Kurtz to receive and place on file the General Corporate Fund FY2010  
299 Revenue/Expenditure Projection Report, General Corporate Fund Budget Change Report, and  
300 Harris & Harris September 2010 Collections Report; seconded by Jones. **Motion carried with**  
301 **unanimous support.**  
302

#### 303 Approval of Agreement with William Blair to Provide Underwriting Services in the Issuance of 304 Appropriate Financing for the Art Bartell Facility Construction Project & Refunding of 2003 Bonds

305  
306 Busey distributed information to the Board about the agreement with William Blair &  
307 Company to provide underwriting services for the issuance of appropriate financing for what is now  
308 being called the 202 Art Bartell Road construction project and the possible refunding of the 2003  
309 Nursing Home bonds. The recommendation for the new building is to issue \$2.2 million in bonds.  
310 The County will use \$2,249,000 in recovery zone economic development bonding authority for this  
311 building. The differing amortization costs and financing options were listed.  
312

313 Refunding the 2003 Nursing Home bonds will also be reviewed. The County will want to  
314 consider this option if at least a 5% improvement can generated. It appears the County could save  
315 \$229,874 if the bonds are refunded. Busey requested the agreement with William Blair & Company  
316 for underwriting services be approved by the Board.  
317

318 **MOTION** by Beckett to approve the agreement with William Blair & Company to provide  
319 underwriting services in the issuance of appropriate financing for the Art Bartell Facility  
320 Construction Project & refunding the Series 2003 Bonds; seconded by Wysocki.  
321

322 Michaels asked if the County was going to retire the 2003 bonds, issue new bonds, and then  
323 issue additional new bonds to pay for the construction of a new building. Busey said each issue  
324 would be handled separately. Bonds would be issued to pay for the new building. William Blair &  
325 Company provided alternatives in their memo. While Busey was talking to the company, Elizabeth  
326 Hennessy, suggested refunding the 2003 bonds because current interest rates create an opportunity  
327 to generate savings for the taxpayers.

328  
329 James inquired if William Blair was the only company who offers these services. Busey  
330 answered no, but the County Board approved going forward with William Blair last month. She  
331 described the positive features on working with William Blair & Company. James asked if the rates  
332 greatly vary. Busey said the rates were effectively very close from one firm to another. Other firms  
333 charge for different expenses. William Blair only charges on bonds issued on the rate quoted in the  
334 agreement.

335  
336 Nudo questioned if the overall savings would make it prudent to go to a lower amortization  
337 rate. Busey agreed to look into it. The bonds for the building's construction were projected at  
338 twenty years and revenue or savings were identified to cover the annual cost over the twenty-year  
339 period. Nudo asked Busey to look at the advantages and possibility of a fifteen-year amortization.

340  
341 **Motion carried with unanimous support.**

342  
343 **FY2011 Budget**

344  
345 Busey provided the Consolidated Budget Report and Fund Summary Report to the Board as  
346 a separate attachment with their agenda packets. The consolidation of the individual budget was  
347 presented at the September Legislative Budget Hearings. Busey stated the Board needs to receive  
348 and place the FY2011 Budget on file at its October 21<sup>st</sup> meeting. No action is needed at tonight's  
349 meeting. There will be a full presentation of the FY2011 Budget on October 21st. She  
350 recommended any questions or concerns be raised sooner rather than later so they can be answered  
351 in advance of the meeting.

352  
353 During the last two weeks, Moody's Rating Agency conducted a new rating review of the  
354 County. William Blair & Company assisted Busey with this review. The County's rating was  
355 downgraded to AA2 from AA1. This is the same rating the County had the last time it issued  
356 bonds. Moody's Rating Agency stated the only reason for the downgrade was the marginal position  
357 of the GCF balance. This verifies the need to increase the GCF balance into the 10-12% range.

358  
359 Nudo asked what the downgraded rating meant in terms of interest rates. Busey did not  
360 know at this time. The impact is only known when the bonds go to market. The bonds  
361 recommended tonight anticipated the AA2 rating.

362  
363 **Resolution Implementing Personnel Policy for Non-Bargaining Position Upgrades**

364  
365 Busey reminded the Board that a new classification system was approved for non-bargaining  
366 employees this year. Some employees' positions were upgraded. At the time no consideration was  
367 given to increasing the salaries of the upgraded positions that would usually occur per the Personnel

368 Policy. She requested enacting promotion raises to go into effect on December 1, 2010 for the eight  
369 employees.

370 **MOTION** by James to approve the Resolution Implementing Personnel Policy for Non-  
371 Bargaining Position Upgrades; seconded by Moser.

372  
373 James noted the employees had been carrying out the duties of the upgraded positions  
374 without a corresponding salary increase. He felt this should be done to recognize the talents of  
375 those employees and keep qualified employees in the County's employ.

376  
377 Jay inquired how much the increased salaries would cost in total. Busey answered it would  
378 be an expense of \$23,000 for one year for all eight employees.

379  
380 **Motion carried.**

381  
382 **Treasurer**  
383 **Monthly Report – September 2010**

384  
385 Welch reviewed the past performance of the GCF. The GCF borrowed less from other  
386 funds this year than previously and this is a move in the right direction. In other good news, non-  
387 payroll expenditures spent \$1.1 million less and payroll spent \$700,000 less this year.

388  
389 Welch anticipated \$270 million will be collected in real estate taxes in 2010. He has made  
390 five distributions. The property taxes are 97.93% collected to date. His office is required by the  
391 State to notify delinquent taxpayers via certified mail at a cost of \$3.25 per letter. He has had  
392 discussions with Speaker Madigan's office about how expensive the certified notices are, as he will  
393 have to send out over 2,000 notices and publish names in the newspaper. He believed more  
394 individuals would pick up the notices if they were sent via regular instead. There did not seem to be  
395 any support for this issue from Speaker Madigan's office.

396  
397 Bensyl exited the meeting at 6:51 p.m.

398  
399 Ammons asked about the outstanding loans. Welch explained one is a \$333,142 outstanding  
400 loan to the Nursing Home from the GCF. The other three outstanding loans were made to the GCF  
401 from the Public Safety Sales Tax Fund, the Recorder Automation Fund, and the Probation Services  
402 Fund. The loans from the Recorder Automation Fund and the Probation Services Fund will be  
403 repaid in November. The \$1.5 million Public Safety Sales Tax Fund loan will be reauthorized to  
404 ensure the GCF can get through the next fiscal year. April is low point for the GCF before  
405 distribution of property taxes. The reauthorized loan is needed to sustain the GCF through April  
406 2011. Ammons asked if the GCF will be in the exact same position next April. Welch expects a  
407 smaller loan will be needed next April. He anticipates the fund will be in a \$500,000 better position  
408 next year. As Treasurer, Welch looks at cash flow and when the County will receive revenue to  
409 meet its monthly expenditures.

410  
411 **MOTION** by Nudo to receive and place on file the Treasurer's September 2010 report;  
412 seconded by Gladney. **Motion carried with unanimous support.**

413

414 Ammons exited the meeting at 10:10 p.m.

415

416 **Auditor**

417 **Purchases Not Following Purchasing Policy**

418

419 No list of purchases not following the Purchasing Policy was provided to the Board.

420

421 **Monthly Report – September 2010**

422

423 **MOTION** by Rosales to receive and place on file the Auditor's September 2010 monthly  
424 report; seconded by Jones. **Motion carried with unanimous support.**

425

426 **Other Business**

427

428 There was no other business.

429

430 **Chair's Report**

431

432 There was no Chair's report.

433

434 **Designation of Items to be Placed on County Board Consent Agenda**

435

436 Agenda items 7.A.1-5, 7-8, C.1-2, D.4 were designated for the consent agenda.

437

438 **POLICY, PERSONNEL, & APPOINTMENTS**

439 **Appointments/Reappointments**

440

441 **MOTION** by Weibel to appoint Eugene Hood to the Harwood & Kerr Drainage District for  
442 a term beginning October 22, 2010 and ending August 31, 2013; seconded by Moser. **Motion**  
443 **carried with unanimous support.**

444

445 **Administrator's Report**

446 **Vacant Positions Listing**

447

448 The vacant positions listing was provided for information only.

449

450 **Renewal of Liability & Workmen's Compensation Insurance Policies**

451

452 **MOTION** by Beckett to approve the renewal of the liability & workmen's compensation  
453 insurance policies; seconded by Kurtz. **Motion carried with unanimous support.**

454

455 **Recommendation for Voluntary Employee Insurance Policies**

456

457 **MOTION** by James to approve the recommended voluntary employee insurance policies;  
458 seconded by Wysocki.

459



460 Anderson asked if employees could accumulate money in their flexible spending accounts.  
461 Busey explained that any money placed in a flexible spending account has to be spent in the same  
462 fiscal year.

463  
464 **Motion carried with unanimous support.**

465  
466 Recommendation for Non-Bargaining Employee Health Insurance for FY2011

467  
468 Busey distributed the recommended Health Alliance POS-C250 health insurance plan to be  
469 offered to the non-bargaining employees in FY2011. She further recommended the County  
470 establish Health Reimbursement Accounts for employees which will provide up to \$750  
471 reimbursement per year towards single out-of-pocket maximum costs in excess of \$1,500 or  
472 towards the \$250 co-pay for MRI scans, CAT scans, outpatient surgery, inpatient hospitalization,  
473 and maturity care as those expenses occur throughout the year. The reimbursement, limited to \$750  
474 per employee, will be applied towards the expenses for the employee or their covered dependents.

475  
476 **MOTION** by Beckett to approve offering the Health Alliance POS-C250 plan for all  
477 County employees in FY2011 and establishing a Health Reimbursement Account to provide \$750  
478 reimbursement per employee towards single out-of-pocket maximum costs in excess of \$1,500 or  
479 for the \$250 co-pay for specific expenses; seconded by Moser. **Motion carried.**

480  
481 Recommendation for Amendment to RECG Agreement

482  
483 Busey stated the amendment recommended by the RECG Policy Group effectively changed  
484 the amount of time any participating agency provides assistance to another entity. For example, the  
485 Sheriff will provide assistance to the City of Champaign for five days without expecting  
486 compensation. After five days, the other entities will expect compensation. Typically, federal  
487 monies are available for any disasters lasting over five days.

488  
489 **MOTION** by Beckett to approve the amendment to RECG Agreement; seconded by Kurtz.  
490 **Motion carried with unanimous support.**

491  
492 Employee Recognition Events Update

493  
494 The Employee Recognition Event would be held next week before the County Board  
495 meeting at 6:00 p.m. Cake and punch will be served instead of the lunch provided in previous  
496 years. A resolution honoring employees will be read at the County Board meeting.

497  
498 Approval of Award of Contract for Bid 2010-006 Emergency Operations Center Audio Visual  
499 System

500  
501 Busey said the bid results were received on Friday afternoon. The six responses are very  
502 competitive and the committee is still evaluating them. She requested approval to bring a  
503 recommendation of award of bid to the County Board meeting next week.

504

505           **MOTION** by Beckett for the recommendation of award of contract for Bid 2010-006  
506 Emergency Operations Center Audio Visual System to be brought to the October County Board  
507 meeting; seconded by Weibel. **Motion carried with unanimous support.**  
508

509 Closed Session Pursuant to 5 ILCS 120/2(c)1 to Consider the Employment, Compensation,  
510 Discipline, Performance, or Dismissal of Specific Employees of Champaign County  
511

512           **MOTION** by Wysocki to enter into closed session pursuant to 5 ILCS 120/2(c)1 to consider  
513 the employment, compensation, discipline, performance, or dismissal of specific employees of  
514 Champaign County. She further moved the following individuals remain present: the County  
515 Administrator, Recording Secretary, the County’s Health Insurance Broker, and the County’s  
516 Insurance Specialist; seconded by McGinty. **Motion carried with a roll call vote of 20 to 1.**  
517 Ammons, Anderson, Beckett, Betz, Cowart, Doenitz, Gladney, James, Jay, Jones, Knott, Kurtz,  
518 Langenheim, McGinty, Michaels, Moser, Nudo, Rosales, Weibel, and Wysocki voted in favor of  
519 the motion. O’Connor voted against the motion  
520

521           Kurtz exited the meeting at 7:01 p.m.  
522

523           The Board entered into closed session at 7:02 p.m. and resumed open session at 7:15 p.m.  
524

525 **County Clerk**  
526 **Monthly Fees Report – September 2010**  
527

528           **MOTION** by Ammons to receive and place on file the County Clerk monthly fees report for  
529 September 2010; seconded by Moser. **Motion carried with unanimous support.**  
530

531 **Other Business**  
532

533           There was no other business.  
534

535 **Chair’s Report**  
536

537           There was no Chair’s report.  
538

539 **Designation of Items to be Placed on County Board Consent Agenda**  
540

541           Agenda items 8.A.1, C.2-3 & C.5 were designated for the consent agenda.  
542

543 **JUSTICE & SOCIAL SERVICES**  
544 **Monthly Reports**  
545

546           **MOTION** by James to receive and place on file the Animal Control – August 2010, Head  
547 Start – August 2010, and Probation & Court Services – August 2010 monthly reports; seconded by  
548 Rosales. **Motion carried with unanimous support.**  
549  
550

551 **Other Business**

552

553 There was no other business.

554

555 **Chair's Report**

556

557 There was no Chair's report.

558

559 **Designation of Items to be Placed on County Board Consent Agenda**

560

561 There were no items for the consent agenda.

562

563 **APPROVAL OF CLOSED SESSION MINUTES**

564

565 **MOTION** by Beckett to approve the Committee of the Whole closed session minutes of  
566 September 14, 2010; seconded by Wysocki. **Motion carried with unanimous support.**

567

568 **RECESS**

569

570 Betz recessed the meeting at 7:19 p.m.

571

572 Respectfully submitted,

573

574 Kat Bork

575 Administrative Assistant

576

577 *Secy's note: The minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*

1 CHAMPAIGN COUNTY BOARD  
2 **BUDGET HEARING MINUTES**  
3

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4  
5 **LEGISLATIVE BUDGET HEARINGS**

6 **Tuesday, September 7, 2010**

7 **Brookens Administrative Center, Lyle Shields Meeting Room**

8 **1776 E. Washington St., Urbana**  
9

10 5:30 p.m.

11  
12 **MEMBERS PRESENT:** Carol Ammons, Jan Anderson, Steve Beckett, Ron Bensyl, Matthew  
13 Gladney, Stan James, John Jay, Greg Knott, Alan Kurtz, Ralph  
14 Langenheim, Brendan McGinty, Diane Michaels, Steve Moser, Alan  
15 Nudo, Steve O'Connor, Michael Richards, Giraldo Rosales, Jonathan  
16 Schroeder, C. Pius Weibel, Barbara Wysocki  
17

18 **MEMBERS ABSENT:** Tom Betz, Lloyd Carter, Lorraine Cowart, Chris Doenitz, Brad Jones,  
19 Larry Sapp, Samuel Smucker  
20

21 **OTHERS PRESENT:** Jeff Blue (County Engineer), Kat Bork (Administrative Assistant),  
22 Deb Busey (County Administrator), Holly Jordan (Developmental  
23 Disabilities Board President), Cameron Moore (RPC Executive  
24 Director), Elizabeth Murphy (RPC Chief Financial Officer), Tracy  
25 Parsons (Mental Health Board Access Initiative Grant), Deborah  
26 Townsend (Mental Health Board Vice-President), Peter Tracy  
27 (Mental Health Board & Developmental Disabilities Board Executive  
28 Director)  
29

30 **CALL TO ORDER**  
31

32 The hearing was called to order at 5:44 p.m. by Finance Chair McGinty.  
33

34 **ROLL CALL**  
35

36 Bork called the roll. Ammons, Anderson, Beckett, Bensyl, James, Knott, Kurtz, McGinty,  
37 Michaels, Nudo, O'Connor, Rosales, Schroeder, Weibel, and Wysocki were present at the time of  
38 the roll call. McGinty declared a quorum and proceeded with the meeting.  
39

40 **APPROVAL OF AGENDA/ADDENDUM**  
41

42 **MOTION** by Beckett to approve the agenda; seconded by James. **Motion carried with**  
43 **unanimous support.**  
44  
45  
46  
47

48 **BUDGET PRESENTATIONS**

49 **Champaign County Mental Health Board & Developmental Disabilities Board**

50  
51 The budgets were distributed to Board members. Peter Tracy introduced Mental Health  
52 Board Vice-President Deborah Townsend, Developmental Disabilities Board President Holly  
53 Jordan, and Tracy Parsons, who works for the Mental Health Board on the Access Initiative Grant.  
54 The budgets presented in this presentation included the Mental Health Board, Developmental  
55 Disabilities Board, Drug Court Fund, Quarter Cent Fund, and the Access Initiative Grant budgets.  
56

57 Tracy remarked that the situation with the State of Illinois as worsened since last year. His  
58 is very worried about how the state budget will impact the agencies that provide mental health,  
59 developmental disabilities, and substance abuse services in the community. Payments to providers  
60 have been delayed and cuts made by the State. Even if there is a tax increase, the concern is that it  
61 might not filter down until April 2011. This would leave agencies to make serious changes or go  
62 out of business due to the lack of funding. The Mental Health Board and Developmental  
63 Disabilities Board see their role as trying to stabilize the situation and maintain as many critical  
64 services as possible.  
65

66 The priorities of the Mental Health Board include focusing on the youth services sector.  
67 The Parenting with Love & Limits program (implemented in partnership with the Court Services  
68 Department and the State's Attorney) and the Access Initiative Project (a federal cooperative  
69 agreement) will focus primarily on youth of color who are over-represented in the juvenile justice  
70 system. Six additional staff and Parsons were hired by the Mental Health Board to run the Access  
71 Initiative Project. The Developmental Disabilities Board money is integrated with the MHB money  
72 in an effort to further its impact. Other areas of interest for FY2011 will include the established  
73 Drug Court and the Mental Health Court that is being implemented. The MHB provides about  
74 \$200,000 in funding to the Drug Court. Tracy is looking into how funding can be redirected to  
75 provide adequate services for people involved in the Mental Health Court when it is initiated. The  
76 integration of physical and behavioral health is another area of concentration for the boards. The  
77 MHB has co-funded a perinatal depression program with the County Board of Health for the past  
78 two years. Because of budgetary issues, the Board of Health will not be able to contribute to the  
79 program in FY2011. The MHB will continue that program because the board thinks it is important.  
80 A significant challenge facing the boards has to do with the gaps caused by the State of Illinois's  
81 budgetary situation.  
82

83 The Developmental Disabilities Board (DDB) will focus on five major areas: vocational  
84 services, flexible family support, residential, comprehensive services for young children, and the  
85 adult day programming. The DDB has redirected money to support the apartment services for  
86 people with developmental disabilities because the State walked away from this program. The  
87 DDB also funds three family groups related to developmental disabilities.  
88

89 Richards entered the hearing at 5:51 p.m.  
90

91 Tracy spoke about service integration and efforts to work with partners in County  
92 government. These areas of integration include the Memorandum of Understanding between the  
93 MHB and DDB for coordination and staff support and the Memoranda of Understanding with the  
94 County Board for Drug Court and the Quarter Cent Fund. The MHB is attempting to maintain all

95 the programs funded through the Quarter Cent Fund, such as the RPC Diversion Program and the  
96 Don Moyer Boys & Girls Club. The MHB is adding some of its money to these programs because  
97 of lacking revenue. Staff meets on a quarterly basis with a group that includes the State's Attorney,  
98 Court Services staff, and Connie Kaiser from the Juvenile Detention Center to review how the  
99 Quarter Cent money is being used. Another area of collaboration is the Parenting with Love &  
100 Limits program. The MHB works with law enforcement and the State's Attorney on this evidence-  
101 based practice. There are also a couple of anti-stigma programs that use the Roger Ebert Film  
102 Festival and the Disability Expo as centerpieces. Tracy offered to answer any questions from the  
103 Board.

104  
105 Wysocki appreciated the overview of programs and funding sources versus the state  
106 revenue. She asked Tracy if the MHB and DDB would be able to fulfill these projects next year or  
107 would some projects need to be traded off to fulfill certain programs. Tracy said trading may be  
108 possible, but it will be subject to conversations with the agencies during the course of the year. The  
109 boards have given staff the authority to redirect money if necessary through a contract amendment  
110 process. Tracy wants to try and maintain the major priorities. All of the federal grant matches are  
111 from programs funded by the MHB and DDB. These matches have to continue to be a priority or  
112 they will lose the federal Access Initiative money. A big investment was made to the Parenting  
113 With Love & Limits program as the evidence-based practice. It is showing good returns. The  
114 project developer, Scott Sells, will be at the October MHB meeting to provide research on the  
115 project's impact and recidivism numbers.

116  
117 **MOTION** by Beckett to receive and place on file the Mental Health Board &  
118 Developmental Disabilities Board budget presentation; seconded by Weibel. **Motion carried with**  
119 **unanimous support.**

120  
121 RPC & Related Funds

122  
123 Cameron Moore and Elizabeth Murphy distributed the Regional Planning Commission  
124 (RPC) budget. Moore explained the FY2011 proposed budget is in the neighborhood of \$22  
125 million. This budget accommodates over 116 departments with 85% of the income coming from  
126 federal and state grants. Salaries and fringe benefits amount to 65% of total expense. Moore  
127 anticipates slightly reduced staffing levels during the next year. Continuation of staffing levels is  
128 related to the enhanced federal stimulus funding for the Weatherization program, LIHEAP, National  
129 Spatial Data Infrastructure Grant, Energy Efficiency and Conservation Block Grants, State Metro  
130 Planning Grant, and the Safe Routes to Schools contract with the City of Champaign. RPC hopes  
131 the Safe Routes to Schools will be an ongoing contract with the City of Champaign. He anticipated  
132 those grants and programs would have the same funding level or some growth in FY2011.

133  
134 The County Planning Contract is budgeted at \$68,833. This is a 10% decrease from the  
135 current year as directed by the County Board. The membership dues the County pays to RPC are  
136 budgeted at \$22,365 for FY2011. This represents a 0% increase for third year in a row. Senior  
137 Services programs will absorb a 4% decrease. The Mental Health Board also provides support for  
138 the Senior Services programs. The County's support for CUUATS through the Highway  
139 Department will be increased by 5% for total of \$26,284. This type of increase is a standard  
140 practice for CUUATS and the CUUATS members have agreed to continue this practice. This  
141 money leverages over \$475,000 in other state and federal funding. The Court Diversion project is

142 budgeted at \$141,302, which is a 0% increase. The Police Training local match will increase by 5%  
143 to \$6,652 and is tied to state grant contributions to leverage other funding. The County's portion of  
144 the GIS Consortium funding will include the base allocation of \$214,245 and additional funding of  
145 \$19,565 for the Assessment Mapping Project. The GIS Consortium funding has taken a 10% cut  
146 from the current amount. It will be combined with the Champaign County GIS Special Projects  
147 budget at about \$31,500. Moore stated RPC has tried to be realistic in drafting the budget while  
148 also building in flexibility. He feels it represents a stable budget over the current year. RPC will  
149 probably begin to see significant revenue declines about this time next year.

150  
151 Kurtz asked how much the RPC budget will decrease as the federal stimulus funding comes  
152 to an end. It was hard for Moore to predict the impact because some programs that received  
153 significant increases through the stimulus package have seen a continuation of funding. He was  
154 concerned with the LIHEAP funding at federal level. It appears likely that LIHEAP will be cut to  
155 pre-stimulus levels. He anticipates the increases in the Weatherization program could continue.  
156 Murphy confirmed the Weatherization and Head Start expansions will extend to next June and  
157 September respectively.

158  
159 Wysocki asked Moore to describe how the financial picture translates to the personnel  
160 growth over the last year. Moore stated RPC has so many different funding sources which are  
161 experiencing different levels of fluctuation. RPC personnel has increased by 30 people when  
162 compared to the pre-stimulus figures. Most of the personnel increases were in the LIHEAP,  
163 Weatherization, and Head Start programs. He has seen some staff contraction in the transportation  
164 area.

165  
166 Gladney entered the hearing at 6:08 p.m.

167  
168 Moore issued nine layoff notices in Head Start at the beginning of the summer. This was in  
169 anticipation of a significant loss in state funding. The state came through very late and RPC is in  
170 the process of recalling all nine layoffs. These individuals were simply moved to other positions in  
171 Head Start not funded by the state.

172  
173 Wysocki inquired if the Weatherization program involved year-long positions. Moore  
174 explained RPC does weatherization evenly through the year. The LIHEAP program has big surges  
175 during the year with people looking for assistance. LIHEAP mostly involves year-round  
176 employees.

177  
178 Weibel exited the hearing at 6:09 p.m. Jay entered the hearing at 6:10 p.m. Weibel returned  
179 to the hearing at 6:10 p.m.

180  
181 Ammons asked Moore about the revenue sources described in the budget. Moore expressed  
182 that some funding sources are very restrictive. Every minute staff spends working has to be charged  
183 to a particular funding source and multiple staff can be charged to a funding source.

184  
185 **MOTION** by Beckett to receive and place on file the RPC & Related Funds budget  
186 presentation; seconded by Nudo. **Motion carried with unanimous support.**

187

188 Jeff Blue was not yet present to give his presentation on the County Highway budget. The  
189 Board waited for him to arrive.

190  
191 Knott exited the hearing at 6:13 p.m. Langenheim entered the hearing at 6:16 p.m. Kurtz  
192 exited at 6:16 p.m. Knott returned to the hearing at 6:17 p.m. Kurtz returned at 6:18 p.m.

193  
194 Champaign County Highway

195  
196 Jeff Blue distributed the Champaign County Highway budget presentation manual to the  
197 County Board members. Blue reviewed the changes to the Highway organizational chart.

198  
199 Weibel exited the hearing at 6:23 p.m.

200  
201 Blue presented the budget highlights and purposes of each fund. The Motor Fuel Tax Fund  
202 budgeting was decreased by 10% from previous years due to a lack of revenue. The State  
203 Legislature promised a 15% increase in MFT allotments for five years to help compensate for the  
204 increased wear caused by the law allowing 80,000-pound trucks on roads. Blue has not seen this  
205 promised increase yet and he is not depending on it. He talked about the relationship between the  
206 township road districts and the County Highway Department. The township road districts receive  
207 help from the County Highway Department on engineering and construction. The County also does  
208 the townships' programs and bidding. Blue spoke about the benefit of having CUUATS to perform  
209 all the regional transportation planning and studies on corridors and traffic. He felt this is money  
210 well spent. Blue announced the sign program should be completed this year.

211  
212 Weibel returned to the hearing at 6:30 p.m. Richards exited the hearing at 6:30 p.m.

213  
214 Of the \$2.4 million revenue in the Highway Fund, \$1.6 million is spent on personnel. That  
215 accounts for the salaries of all Highway employees, except for Blue. Other commodities are paid  
216 by this fund, including a large amount of diesel. Blue reminded the Board about the truck that  
217 caught on fire and was replaced with a new truck. Having a new truck now will lessen maintenance  
218 costs in the near future. Blue's budget anticipates expending the total \$2.4 million for a balanced  
219 budget. The Highway expense per capita will decrease in FY2011. Highway has continued to  
220 come close to projected costs when projects are built. The pavement management study shows the  
221 roads are being kept in pretty good shape overall.

222  
223 The County Bridge Fund supplies money for the engineering of bridges and culverts. Blue  
224 budgeted \$900,000 for this fund in FY2011. He reviewed a number of county bridge projects  
225 coming up in the future.

226  
227 Ammons exited the hearing at 6:38 p.m.

228  
229 Blue is working with IDOT to determine whether some of the \$2.5 million road  
230 improvement project for County Road 11 can be funded with federal aid. This would lessen the  
231 County's burden for the project. The Motor Fuel Tax Fund will have an unbalanced budget in  
232 FY2011. Blue is trying to stay on top of road maintenance to keep the pavement condition index in  
233 a good place. The Motor Fuel Tax Fund source is the distribution of taxes on gas. Nineteen cents  
234 per gallon goes to the state's Motor Fuel Tax Fund. The state's portion is 45.6%. The local portion



235 is 54.4%, of which counties with populations under of one million (like Champaign County) receive  
236 18.27% of that amount. The report from the 2010 pavement management analysis by Applied  
237 Research Associates was included. Blue described how the reconstruction costs can escalate if  
238 maintenance is not performed on schedule.

239  
240 Ammons returned to the hearing at 6:44 p.m.

241  
242 Weibel asked why no work was planned on County Road 22 until after 2014 when the  
243 pavement management study shows the road has differing conditions. Blue explained it is the last  
244 seal coat road on the County system. This road is rougher with more cracking, but does not have  
245 much traffic.

246  
247 Knott asked whether Blue had a total figure on Olympian Drive and how that would impact  
248 the fund balance. Blue said there would be a presentation during the Committee of the Whole  
249 meeting about Olympian Drive. Blue answered questions from other Board members about the  
250 increased maintenance being done on the County's roads in concurrence with the pavement  
251 management study.

252  
253 Wysocki inquired how the program of having the Highway Department maintain the  
254 County's fleet of vehicles was working. Blue said the program was working out beautifully. He  
255 thought it was saving the other departments both time and money. There are two mechanics on  
256 staff now. The General Corporate Fund transfers money to Highway to pay for the mechanic  
257 positions and the individual departments are billed for the parts.

258  
259 Jay asked the Board members to look at the Motor Fuel Tax Fund flowchart Blue provided  
260 to notice that the municipalities receive a larger portion of the funding than counties do.

261  
262 Moser entered the hearing at 6:53 p.m.

263  
264 **MOTION** by Beckett to receive and place on file the Champaign County Highway  
265 Department budget presentation; seconded by Weibel. **Motion carried with unanimous support.**

266  
267 **ADJOURNMENT**

268  
269 The hearing was adjourned at 6:55 p.m.

270  
271 Respectfully submitted,

272  
273 Kat Bork  
274 Administrative Assistant

275  
276 *Secy's note: The minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*

1 CHAMPAIGN COUNTY BOARD  
2 **BUDGET HEARING MINUTES**  
3

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4  
5 **LEGISLATIVE BUDGET HEARINGS**

6 **Tuesday, September 14, 2010**

7 **Brookens Administrative Center, Lyle Shields Meeting Room**

8 **1776 E. Washington St., Urbana**  
9

10 5:30 p.m.

11  
12 **MEMBERS PRESENT:** Carol Ammons, Jan Anderson, Steve Beckett, Ron Bensyl, Tom Betz,  
13 Chris Doenitz, Matthew Gladney, Stan James, John Jay, Brad Jones,  
14 Greg Knott, Alan Kurtz, Ralph Langenheim, Brendan McGinty,  
15 Diane Michaels, Alan Nudo, Michael Richards, Giraldo Rosales,  
16 Larry Sapp, Samuel Smucker, C. Pius Weibel, Barbara Wysocki  
17

18 **MEMBERS ABSENT:** Lloyd Carter, Lorraine Cowart, Steve Moser, Steve O'Connor,  
19 Jonathan Schroeder  
20

21 **OTHERS PRESENT:** Kat Bork (Administrative Assistant), Andrew Buffenbarger (Nursing  
22 Home Administrator), Deb Busey (County Administrator), John  
23 Peterson (Board of Health Treasurer), Mike Scavatto (Management  
24 Performance Associates President), Bobbi Scholze (Board of Health  
25 President)  
26

27 **CALL TO ORDER**

28  
29 The hearing was called to order at 5:32 p.m. by Finance Chair McGinty.  
30

31 **ROLL CALL**  
32

33 Bork called the roll. Anderson, Beckett, Bensyl, Betz, Gladney, James, Jones, Knott, Kurtz,  
34 Langenheim, McGinty, Michaels, Nudo, Weibel, and Wysocki were present at the time of the roll  
35 call. McGinty declared a quorum and proceeded with the hearings.  
36

37 Kurtz and Bensyl exited the hearing at 5:33 p.m.  
38

39 Beckett called for a point of order because if one more Board member left the room, the  
40 quorum would be lost and the meeting would have to stop.  
41

42 Kurtz and Bensyl returned to the hearing at 5:34 p.m. Rosales entered the  
43 hearing at 5:34 p.m.  
44  
45  
46  
47

48 **APPROVAL OF AGENDA/ADDENDUM**

49  
50 **MOTION** by Beckett to approve the agenda; seconded by Langenheim. **Motion carried**  
51 **with unanimous support.**

52  
53 **BUDGET PRESENTATIONS**  
54 **Champaign County Nursing Home**

55  
56 Scavatto made a PowerPoint presentation about the Champaign County Nursing Home's  
57 financial outlook. CCNH should close FY2010 with a loss of \$300,000. This puts CCNH in a  
58 better position than last year and the Board applauded at the news. Scavatto explained the census  
59 remains tenuous and is the biggest factor in profitability. They are picking up indications that  
60 government reimbursement through Medicare and Medicaid will be frozen or more difficult in the  
61 future. The intergovernmental transfer remains unsettled and this has a devastating impact on cash  
62 flow. Scavatto is working diligently with others to get more political muscle behind the  
63 intergovernmental transfer. Scavatto stated CCNH wants to move beyond profitability to develop  
64 its capability as a better healthcare organization. The Nursing Home Board of Directors has been  
65 focused on this approach. Change has been very difficult for some at CCNH, but the vast majority  
66 of employees are pitching in and pulling together. The goal is to change the way employees behave  
67 and approach their work. There will be more emphasis on things that build an organization, such as  
68 systems and training. Scavatto said the cash calls have been the capital project of installing smoke  
69 barriers and the increased IMRF funding. CCNH was able to cope with those unexpected expenses.

70  
71 Ammons entered the hearing at 5:39 p.m.

72  
73 Scavatto described the challenges facing CCNH. The cash position is very important  
74 because more cash equates to more flexibility. Scavatto wants to build up the cash reserves, but  
75 obligations continue to outstrip cash flow. Government reimbursement represents 65% of CCNH's  
76 total reimbursement. The zero increase to this reimbursement in FY2011 will outstrip general  
77 inflation. CCNH is looking at increasing the private pay rate by 3%, which is competitive in the  
78 local market. The revenue is dependent on payer mix and this can change during the year. Great  
79 strides were being made to reduce CCNH's dependency on contract nursing this year. This  
80 improvement has been hurt lately by high turnover. Fortunately, the census has been higher during  
81 the last few months. The census target of 195 was only exceeded in July. A lower census can  
82 quickly hurt CCNH. However, CCNH will end FY2010 in a much better profitability position than  
83 it did in FY2009. For CCNH to progress, Management Performance Associates (MPA) is focusing  
84 a much greater emphasis on customer services, staff training, better communication, and better  
85 supervision. If CCNH continues to reach its census goal, then more resources can be directed to  
86 these organization building factors.

87  
88 CCNH's average daily census is 195 and the occupancy rate has been about 80% of the 143  
89 beds in the facility. Medicaid continues to dominate the census at 50% of residents. Medicare  
90 payers comprise about 15% of the census and generate almost 30% of the revenue. This makes  
91 Medicare very important. There is more need for dementia services in the community as the  
92 dementia unit runs close to capacity. Scavatto announced MPA was in the progress of reshaping  
93 CCNH's dementia services. The new dementia unit manager is a long-term CCNH employee who

94 trained at the Rush Program in Chicago. Scavatto emphasized that cash was needed to expand  
95 dementia services.  
96

97       Regarding the operating revenues, Medicare A brings in about \$4 million, Medicaid brings  
98 in about \$4.8 million, and private pay brings in about \$4.5 million. Scavatto stated 93% of CCNH  
99 revenues come from patient services. He wants to reach the point where CCNH can function  
100 without the property tax. He described the balance needed in the payer mix to cover expenditures.  
101 The balance is currently 30% Medicare, 34% Medicaid, and 31% private pay. McGinty asked if  
102 this was Scavatto's goal for revenue balance. Scavatto said it was a good balance, though he would  
103 like to see stronger Medicare reimbursement. The dilemma is that every skilled facility has the  
104 same strategy to go after Medicare. Medicare is the biggest payer now, but Scavatto thinks  
105 Medicare will start to pay less and less. MPA has had some success in figuring out why the State of  
106 Illinois has not moved forward on the intergovernmental transfer. The federal government is  
107 involved in the transaction and it has been a year since MPA has gotten any resolution. The impact  
108 on CCNH's cash flow amounts to about \$628,000. Scavatto knows CCNH has about \$1.8 million  
109 in outstanding accounts payable. The more political influence brought to bear on this issue, the  
110 better it will be.  
111

112       Ammons asked how far behind CCNH was on its accounts payable. Scavatto answered the  
113 total amount is \$1.8 million, with almost \$1 million of that amount over 90 days. Ammons wanted  
114 to know if CCNH was behind on its 2009-2010 bills. Scavatto would be surprised in any FY2009  
115 bills are unpaid and FY2010 has not ended yet. This is what happens when an operation does not  
116 have cash. CCNH has struggled to make its payroll during the month when there are three payrolls.  
117 Another set of tax anticipation warrants may need to be issued closer to the end of the year.  
118

119       On the expenditure side, Scavatto explained that salaries and benefits are the largest  
120 expenditure. Under professional services, the largest expense is the therapy vendor on the Medicare  
121 program at about \$550,000. Ammons asked if CCNH changed therapy companies. Scavatto  
122 confirmed they switched to Alliance Rehab for therapy services. Non-labor costs include principle  
123 and interest on the construction loan. CCNH is going with the full funding rate for IMRF and is  
124 hoping to get by with a 10% increase on health insurance. MPA is looking to improve productivity  
125 at every chance. Scavatto noted unscheduled absences are down at CCNH and productivity should  
126 be up. The future operating issues will involve developing some reserve, developing a plan to fund  
127 capital expenditures in next several years, and manage within an intensifying regulatory  
128 environment.  
129

130       Weibel inquired what capital expenditures might occur in such a new facility. Scavatto  
131 answered that electric beds or broken equipment will need to be replaced. Nursing homes are  
132 always exposed to new regulatory requirements, like the smoke barriers. CCNH's walls were  
133 constructed with drywall that constantly gets dinged in any healthcare facility. These walls will end  
134 up being replaced with thick vinyl.  
135

136       Ammons wanted to know what plan will be put in place to reverse the trend of approaching  
137 \$2 million in outstanding accounts payable. Scavatto said the only strategy that makes sense is to  
138 get the intergovernmental transfer finished. Ammons asked if there was a realistic date when the  
139 County could expect the payments it is owed by the state. Scavatto answered no, because Illinois  
140 ranks 50<sup>th</sup> in what it pays for Medicaid. Ammons asked how long CCNH could hold on. Scavatto

141 expressed that CCNH is doing much better this year than last year. The County must recognize the  
142 source of cash is with the state and federal governments. The completion of the intergovernmental  
143 transfer would put a considerable dent in the account payables balance.

144  
145 James was concerned with the need to start putting money aside for future capital  
146 expenditures, such as roof repair. He has not heard the projections that were given when the new  
147 home facility was being constructed come true. The County Board was told so many rooms were  
148 needed and those rooms are not being filled. James was worried about the facility's HVAC system.  
149

150 Nudo, who sits on the Nursing Home Board of Directors, explained they are looking at how  
151 to improve revenue and the payer mix. He asked for some details about the new Admissions  
152 Director to be shared with the Board. Buffenbarger explained the new Admissions Director has  
153 been working for a couple of months. She has done a great job building the census and visits the  
154 hospitals every day, in addition to developing brochures and distributing advertising.  
155

156 **MOTION** by Knott to receive and place on file the Champaign County Nursing Home  
157 budget presentation; seconded by Beckett. **Motion carried with unanimous support.**

158  
159 General Corporate, Public Safety Sales Tax, GIS, Capital Equipment, & Other Related Funds  
160

161 Busey presented the budgets for the General Corporate, Public Safety Sales Tax, GIS,  
162 Capital Equipment, and other related funds with a PowerPoint presentation. The Board was given  
163 binders that included the individual General Corporate Fund (GCF) budgets and a hard copy of the  
164 PowerPoint presentation. Busey prepared a balanced budget in accordance with the budget process  
165 resolution approved by the County Board. The Board also directed GCF departments to present  
166 budgets with 4% cuts in FY2011 due to continuing declining revenues. Busey provided an  
167 overview from of the actual FY2009 budget, the original FY2010 budget, the current anticipated  
168 FY2010 budget, the change from FY2009 to the current FY2010 budget, the FY2001 budget, and  
169 the change from the original FY2010 to the FY2011 budget. She pointed out the Farnsworth award  
170 of \$1 million was included in the FY2009 revenue and expenditures amount. This was used to  
171 forgive the \$1 million outstanding loan to the Champaign County Nursing Home from the GCF.  
172 Busey considers the true revenue and expenditure in FY2009 to be \$31.2 million. The shortfall  
173 experienced in FY2009 was about \$500,000, of which \$405,000 was due to the fact that the County  
174 did not receive income tax revenue in last two months of the year.  
175

176 Richards entered the hearing at 6:06 p.m.  
177

178 Busey presented the FY2010 anticipated revenue of \$30.2 million and expenditures of \$30.1  
179 million. The FY2011 budget is balanced at \$30,920,984. This is a net decrease of \$533,000 over  
180 the original FY2010 budget. The GCF is dealing with a dramatic decrease in revenue. The primary  
181 revenue sources are property taxes, state shared revenues, and fees. Property taxes are going up at a  
182 much slower pace than in the five to seven years preceding FY2009. The state shared revenues  
183 have dropped and might show some rebound in FY2011. The fees revenue is fairly stable after  
184 being adjusted from being slightly overstated at beginning of FY2010. The interfund revenue has  
185 increased since FY2009 because departments with special funds have optimized them to offset the  
186 cuts in the GCF. Busey described the other smaller revenue sources. The local shared revenue is  
187 declining, partially due to reaching the tenth year of the fringe development agreement for

188 properties annexed by the City of Urbana. The total revenue changes for FY2011 includes a  
189 \$14,467 increase in property tax, diminishing state grants, fees down by \$336,338 (about \$200,000  
190 of this amount is in real estate transaction fees and the rest is in Circuit Clerk fees), interfund  
191 revenue is down, intergovernmental revenue is down, and state shared revenue is down.  
192 Miscellaneous revenue is up, primarily due to an increase in penalties on property taxes.

193  
194 Busey expressed that the lack of state shared revenue was the reasons GCF budget have  
195 been cut. She provided an overview of the five core revenues (use tax, income tax, Quarter Cent  
196 Sales Tax, One Cent Sales Tax, and the corporate personal property replacement tax). There has  
197 been a drastic reduction from FY2008 to FY2009 in both the income tax and the Quarter Cent Sales  
198 Tax. Busey was basing the FY2011 budget on posted information by the Department of Revenue  
199 about what Champaign County will receive from the State of Illinois. The One Cent Sales Tax has  
200 an 8% decline over the FY2010 original figure. The Quart Cent Sales Tax has a 1% increase over  
201 the FY2010 original figure. The use tax is down 9%. The inheritance tax had 0% growth. State  
202 reimbursement is up 29.5% over where it was at the beginning of FY2010. That amount is still  
203 \$500,000 than that reimbursement was in FY2009. In state salary reimbursements, the Department  
204 of Revenue sent a letting stating it would only pay 40% of the amount it is obligated to pay under  
205 the statutes next year. That goes to reimbursements of specific salaries for the State's Attorney,  
206 Assistant State's Attorneys, Public Defender, and Supervisor of Assessments. The income tax is  
207 projected to be down 5.3%. The income tax revenue is projected for FY2011 with the assumption  
208 that the County will receive twelve months of revenue. This is 20% less than the amount actually  
209 received in FY2008, which is the last year the County received twelve full months of income tax  
210 revenue. The County has started receiving income tax revenue every month and the Treasurer  
211 believes that will continue.

212  
213 The largest expenditure is personnel at 73%. \$500,000 in personnel costs have been  
214 removed when the FY2011 proposed budget is compared to the FY2009 budget. The other  
215 expenditures remain fairly stable. The FY2011 expenditure budget is based on what was actually  
216 spent in FY2009. Services are budgeted to spend less in FY2011 than in FY2009. Busey listed the  
217 percentage cuts taken by each GCF department. Some departments did not take the full 4% cut as  
218 directed by the Board. The Auditor's Office shows an increase because the Auditor did not cut any  
219 expenses and Auditor's salary increased in FY2011. However, the Auditor has committed to  
220 paying County back the amount required for the cut out of his paycheck. Public Properties cut more  
221 than 4% because a good amount of the savings for that department comes from utilities. The Board  
222 of Review made no budget cuts in FY2011 because that entire budget is effectively personnel costs  
223 for the three appointed Board of Review members. One of the Board of Review positions was  
224 vacant for four months, so less was spent in FY2010. The County Clerk's Office cut over 5%. The  
225 Recorder cut the equivalent of 4% after the purchase document stamps were subtracted from the  
226 department budget. The Recorder has no control over the purchase document stamps that constitute  
227 a majority of her budget. The Supervisor of Assessments required an increase in publication costs  
228 next year, which offset what the office did cut. The Public Defender cut as much as he said he  
229 could and had some corresponding increases in Public Defender fees which offset the additional cut.  
230 The Sheriff cut as much as he could and had to absorb wage increases written in the Law  
231 Enforcement Division contract. The State's Attorney cut 3.6% and said that was as far as she could  
232 possibly cut. Both Court Services and the Juvenile Detention Center had revenue changes for state  
233 reimbursement which offset their personnel cuts. The Coroner cut 2.3% from this budget. The  
234 remaining departments cut the required 4%.

235 The total expenditure changes included a decreased personnel budget of \$214,581 or 1%.  
236 Commodities have been reduced by \$47,200 or almost 3%. The services budget has decreased by  
237 \$191,904 or 3%. The capital budget increased because no capital was budgeted last year. The  
238 \$80,000 will be spent on Sheriff's vehicles. The Sheriff had to replace vehicles after three years of  
239 cutting this portion of this budget. Transfers were cut by 35%.

240  
241 Jay entered the hearing at 6:19 p.m.

242  
243 Busey stated the total expenditure cuts amount to \$532,955 or 1.7%. She provided a  
244 summary of the staffing changes resulting from the 4% cuts. Another 13.6 positions have been  
245 effectively eliminated after eliminating 30 positions last year. Those changes saved \$500,400. In  
246 many instances, employees' hours were reduced, higher level positions were replaced with lower  
247 level positions, and vacancies went unfilled. At the same time the personnel expense were added by  
248 salary increases in the FOP contracts and increases to elected officials salaries. Busey is projecting  
249 the health insurance increase to cost \$244,875. The total net change end up being \$214,581 after  
250 those increases were subtracting from the savings. The non-personnel expenditure changes  
251 included numerous line item cuts in commodities. The utilities costs are reduced by \$212,000. The  
252 County's participation in the co-op and some building improvements has meant the gas and electric  
253 services costs have been decreasing. The Capital Asset Replacement Fund is not being fully funded  
254 next year.

255  
256 The total revenue and expenditure budgets match at \$30,920,984. The County Board  
257 adopted a contingent policy which states the contingency appropriation goal is 1% of the total  
258 anticipated expenditure for the GCF. The contingent appropriation in the FY2011 budget is \$218,730  
259 or 0.71%. Busey highly recommended leaving this amount in the contingent line because  
260 uncertainty remains with state shared revenues, the GCF balance is significantly short of the 12.5%  
261 goal, and the County has a liability associated with three expiring labor contracts in November, four  
262 labor contracts with wage reopeners in December, and a pending arbitration with one labor contract.  
263 The FY2011 GCF balance goal is \$3,865,123 and the anticipated beginning fund balance will be  
264 \$1,946,136 or 6.3%. This places the fund balance at half of its goal. The GCF will need to work on  
265 rebuilding the fund balance so the fund does not need to borrow for cash flow during the year.

266  
267 Busey announced the estimated growth in the total EAV for FY2010 is 1.4%. Under the  
268 property tax extension limitation law, the CPI factor the County can apply is 2.7%. Busey  
269 presented the levy amounts. Each of the levies in the County's top aggregate would increase by  
270 3.57% for a total growth of \$642,267. The Mental Health and Developmental Disabilities levies are  
271 based on a slightly different calculation because they abate differently in enterprise and TIF zones.  
272 The problem is \$91,000 was not enough growth for IMRF. Busey made adjustments to the property  
273 tax levies to make them work within the budget requirements. The GCF and Social Security growth  
274 is going to IMRF. She discovered the County Highway Fund has not been paying for Social  
275 Security or IMRF. It is the only fund that has not been paying these costs. Busey worked out a plan  
276 with the County Engineer for the County Highway Fund to phase in the Social Security and IMRF  
277 payments over four years. Some of the County Bridge growth will go to County Highway to begin  
278 paying their share of IMRF and Social Security. Extension Education made a 4% cut and their  
279 growth went to IMRF.

280

281 Jones asked if the property tax rate dropped or increased. Busey answered that the rate  
282 stayed fairly stable last year. This happens when the CPI is greater than the EAV growth.  
283

284 Busey recommended property levy rates. The Tort Immunity Tax Fund has gap of \$218,000  
285 between revenue and expenditure in FY2011. This covers the GCF's share to Self-Funded  
286 Insurance of workers' compensation, auto, liability, property, and general liability. The required  
287 contribution in FY2011 is \$1,337,000 and the available revenue is \$1,118,682 for a gap of  
288 \$218,318. In FY2007 there was no gap, but the actuarials are going up faster than property taxes.  
289 The plan for correction Busey presented was for the available balance in Self-Funded Insurance to  
290 absorb the deficit. Priority will need to be given to the Tort Immunity levy next year. The Self-  
291 Funded Insurance Fund pays for the actual liability claims and insurance. The FY2011 expenditure  
292 is anticipated to be \$1,848,889 and the revenue is anticipated at \$1,913,500. IMRF Fund required a  
293 38% increase to fully fund the rate increase from 2009. The Capital Asset Replacement Fund only  
294 appropriated revenue for current technology and equipment expenditures. This is the fourth year of  
295 short funding to the Capital Asset Replacement Fund. Ammons asked how the construction the  
296 new building will impact this fund. Busey explained the new building is paid for out of a separate  
297 fund, not Capital Asset Replacement.  
298

299 Busey noted the \$500,000 transfer to GCF from the Public Safety Sales Tax Fund to offset  
300 facilities and maintenance expenses in the public safety buildings will not be continued after  
301 FY2011. Busey's summarized the overall budget as having a continuing lack of certainty regarding  
302 the state shared revenues; the \$956,547 shortfall in GCF support, including Tort Immunity, the  
303 Capital Asset Replacement Fund annual shortfall of \$242,576, and no money set aside for capital  
304 facilities issues (roof replacements, HVAC, etc.); the fund balance goal shortfall; and non-  
305 bargaining employee wages being frozen for a second year. On the positive side, the budgets are  
306 balanced except for Tort Immunity, there is some money in the contingency budget, and IMRF is  
307 fully funded.  
308

309 **MOTION** by James to receive and place on file the General Corporate, Public Safety Sales  
310 Tax, GIS, Capital Equipment, & Other Related Funds budget presentation; seconded by Rosales.  
311 **Motion carried with unanimous support.**  
312

### 313 Champaign County Board of Health

314  
315 Bobbi Scholze, the Board of Health President, and John Peterson, the Board of Health  
316 Treasurer, presented the FY2011 County Board of Health (BOH) budget.  
317

318 Ammons, Gladney, Knott, and Kurtz exited the hearing at 6:38 p.m.  
319

320 Peterson described how the BOH was largely dependent on contracting with the  
321 Champaign-Urbana Public Health District (CUPHD) for a majority of its services, including all the  
322 core services mandated by the State of Illinois.  
323

324 Doenitz entered the hearing at 6:39 p.m.  
325

326 Peterson expressed that the BOH had approved a balanced budget with a fund balance at  
327 almost 23% to address contingency expenses. A number of unexpected expenses can arise during



328 the year for public health, such as the food poisoning case at Lincoln's Challenge in Rantoul.  
329 CUPHD recently informed the BOH that a large migrant population has moved to Rantoul and there  
330 was concern about an increase in TB cases in that population. The BOH and CUPHD continue to  
331 be concerned with flu prevention. The significant change in CUPHD's budget request to the BOH  
332 was due to H1N1 grants awarded in FY2010 not continuing into FY2011.

333  
334 Ammons returned to the hearing at 6:41 p.m.

335  
336 Last year, the BOH completely cut its funding for Senior Services through the Regional  
337 Planning Commission and this year the joint funding of a perinatal depression program with the  
338 Mental Health Board will cease. The programs were cut to direct money to CUPHD to meet their  
339 increased budget requests. The Smile Healthy program for dental services for children was initially  
340 funded with a grant from the County Board through the General Corporate Fund. This grant was  
341 diminished over several years and has stopped. The BOH has cut the Smile Healthy program, while  
342 still trying to maintain some funding, due to the lack of revenue.

343  
344 Sapp entered the hearing at 6:42 p.m.

345  
346 In order to balance the budget, Peterson explained that the BOH fully funded CUPHD's  
347 budget request and gave the remaining portion of its FY2011 anticipated revenue to Smile Healthy.  
348 Smile Healthy is the only program outside of CUPHD that the BOH is funding at present. The  
349 Board's hands are tied in being unable to negotiate costs or programs with CUPHD because of the  
350 way the contract is written. CUPHD sets the services that will be provided and the price. The BOH  
351 sent a recommendation to the County Board to issue the required termination notice to renegotiate  
352 the CUPHD contract terms. This request was not approved by the County Board. The CUPHD  
353 contract term ends on November 30, 2013.

354  
355 Smucker entered the hearing at 6:44 p.m. and Sapp exited the hearing at 6:44 p.m.

356  
357 Peterson spoke about ongoing concerns that include the BOH's lack of negotiating power  
358 for the types and costs of its services provided through CUPHD. There is potential from the  
359 community to step up to plate in providing free dental services. The Smile Healthy model is not  
360 ideal because to uses County tax dollars to pay for child dental care that is all eligible to be covered  
361 by Medicaid. CUPHD has been able to capture significant Medicaid reimbursement through its  
362 dental clinic. The CUPHD clinic model appears to be a more efficient program than children being  
363 seen in private dental offices and might be the way to fund future dental services.

364  
365 Kurtz returned to the hearing at 6:46 p.m.

366  
367 Peterson shared information the BOH has received about the Frances Nelson Health Center  
368 working with Smile Healthy and other providers to develop a program housed at the health center.

369  
370 Wysocki inquired if the programs cut by the BOH are being picked up elsewhere. Peterson  
371 replied the BOH just funds Smile Healthy as an outside program and that funding was reduced for  
372 FY2011. Scholze added that the funding cut will affect the amount of major dental surgery being  
373 offered through Smile Healthy.

374

375           Rosales asked about the recent salmonella outbreak. Peterson stated it did not affect the  
376 BOH's budget. Rosales asked if fines were being used for violations of the state-wide smoking ban.  
377 Peterson explained the BOH discussed the impact of the smoking ban at length when the Tobacco  
378 Free Communities Grant was up for renewal. The BOH has to respond to and monitor complaints.  
379 Smoking fines can be issued, but it is not a major area of activity for the BOH.

380  
381           **MOTION** by Beckett to receive and place on file the Champaign County Board of Health  
382 budget presentation; seconded by Kurtz. **Motion carried with unanimous support.**

383  
384 **ADJOURNMENT**

385  
386           The hearing was adjourned at 6:50 p.m.

387  
388           Respectfully submitted,

389  
390           Kat Bork  
391           Administrative Assistant

392  
393           *Secy's note: The minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*

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

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

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

WHEREAS, the County currently provides Animal Control Services throughout the County and has expertise in the handling of animals; and

WHEREAS, it is the intent of this agreement permit the City to more fully safeguard the citizens of the City of Champaign; and

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

NOW THEREFORE, the parties hereby mutually agree as follow:

1. **County to Provide Animal Control Services.** The County shall provide animal control services for the City. Services shall include: responding to animal-related calls, investigating complaints and violations, impounding animals, issuing citations, generating reports and all other enforcement activities concerning the provisions of Chapter 7 of the Champaign Municipal Code, 1985, as amended, entitled “Animals” (“Animal Control Ordinance”). Nothing contained herein shall prevent the City from engaging in any of the aforementioned activities as it deems appropriate.
2. **Compliance With Laws; Inspections of Records.** The County shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Chapter 7. The Chief of Police, as ex officio Animal Control Warden, or his designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of animal-related calls within the City’s jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.

3. **Nature of Relationship**. The County is acting as an Independent Contractor and shall be solely responsible for the control of personnel, standards of performance, discipline, training, benefits and all other aspects of employment and performance.
4. **Training**. The County shall be responsible for training of its animal control personnel with regard to investigation practices and procedures. The City shall provide copies of current municipal ordinances and arrange for at least one training session of County animal control personnel regarding completion of city Notices to Appear (NTA) forms and reports. The purpose of said training sessions shall be to acquaint County animal control personnel with city ordinances and city court procedures relating to ordinance enforcement. This training is not intended to modify or replace existing training programs or policies concerning general animal control and investigation practices and procedures.
5. **Issuing City NTAs**. County animal control personnel shall investigate matters pursuant to established policies and procedures and, upon a determination that probable cause exists that a violation of Chapter 7 is being or has been committed, shall issue Notice(s) to Appear (NTA) for the same pursuant to the procedures of the City. Animals shall be impounded as permitted by Chapter 7.
6. **Report Writing**. County animal control personnel shall prepare a written report of investigations of alleged violations of Chapter 7 using the A.R.M.S system. Necessary equipment will be provided by the City. The original NTA will be delivered to the City Legal Department – 102 N. Neil Street, Champaign, Illinois within forty-eight (48) hour of issuance of the NTA or completion of the report, whichever is earlier. If this period ends during a weekend or a legal holiday, or at a time when the City Legal Department is not open, the original NTA shall be delivered within four (4) hours of when the City Legal Department reopens. Supplemental reports may be requested by the City and shall be provided within a reasonable time of such request so as to permit the timely processing of the matter. The City agrees to report the disposition of cases submitted upon request.
7. **Court Appearances**. The County agrees to make its animal control personnel available for all necessary court appearances to prosecute cases. The City shall provide reasonable notice of court appearances and shall make reasonable attempts to continue court appearances to accommodate

scheduled vacations or animal control personnel. It is hereby agreed that the appearance of designated animal control personnel in court shall be required upon receipt of a "Notice" from the City and that subpoenas will not be required to compel appearance of animal control personnel employed by the County. A copy of each Notice will be provided to the County Animal Control Administration.

**8. Evidence Preservation.** In the event evidence must be preserved for the prosecution of a municipal ordinance matter, the County shall secure and preserve such evidence in the same manner and pursuant to the same procedures as would be required for criminal prosecutions.

**9. Dedication of Personnel.** The County shall commit 1.5 Full Time Equivalent (FTE) to provide the services contracted for herein. The County is not required to designate a specific person to serve the City, but shall be required to commit a minimum of 60 hours per week for animal control services for the City.

**10. Contact Information; Confidentiality.** The County shall provide to the City a current list of animal control personnel, together with their home addresses and telephone numbers and regularly update the same. The City agrees to exercise all reasonable efforts to maintain the confidentiality of said information, and disclose the same only to the extent required by law, judicial order, or City policy.

**11. Payment.** The City shall pay the sum of \$115,467.37 annually, payable in monthly installments of \$9622.28 for the period of July 1, 2010 through June 30, 2011; and \$118,931.39 annually, payable in monthly installments of \$9910.95 for the period of July 1, 2011 through June 30, 2012; and \$122,499.33 annually, payable in monthly installments of \$10,208.28 for the period of July 1, 2012 through June 30, 2013.

**12. Animal Control Vehicle.** The City provided to the County a vehicle equipped for animal transports for animal control purposes in July 2005. The County assumed title and all responsibility and control for the operation and maintenance of the vehicle. This contract includes all future replacement of and responsibility of the Animal Control Vehicle to be provided by the County.

**13. Duration.** The initial term of this agreement shall be from the date last signed by the parties until June 30, 2013, unless earlier terminated by either party. The Agreement shall automatically renew

annually commencing on the 1<sup>st</sup> day of July of the applicable year and terminate on June 30 of the following year. All terms and conditions will remain in full force and effect unless otherwise amended as set forth herein.

**14. Indemnification.** To the fullest extent allowed by law, the County shall defend, indemnify and save harmless the City and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workers Compensation claims, and including the cost of defending same including costs and attorneys fees, of or by anyone whomsoever proximately caused by the negligence or intentional misconduct of those performing services pursuant to this agreement and the acts or omissions of employees or agents, except to the extent caused by the negligence or intentional misconduct of the City, its officers or employees. The City shall cooperate fully with the County and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

**15. Termination.** Either party may terminate this contract with or without cause by providing forty-five (45) days written notice to the other party.

**16. Notices.** Written notices shall be sent by first class mail, return receipt requested to:

City Manager  
City of Champaign  
102 N. Neil Street  
Champaign, Illinois 61820

Champaign County Administrator  
1776 E. Washington Ave  
Urbana, Illinois 61801

With copies to:

Champaign Chief of Police  
82 E. University Avenue  
Champaign, Illinois 61820

Champaign County Animal Control Administrator  
1776 E. Washington Ave  
Urbana, Illinois 61801

17. **Amendments.** This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the County. In the event of an extraordinary event, or an amendment to an applicable Federal or State law, or City of Champaign ordinance, or judicial interpretation of the same, the parties hereby agree to negotiate any necessary amendments to facilitate the uninterrupted provision of services provided for herein on a fair and just basis.

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

19. **Transfer of Powers.** By this Agreement, the City shares with the County all powers, whether arising by statute or its home rule status, necessary to perform this Agreement within the jurisdiction of the Champaign Municipal Code.

20. **Entire Agreement.** This writing constitutes the entire agreement between the parties and supersedes all prior understandings, written or oral, between the parties relating to its subject matter.

IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein:

CITY OF CHAMPAIGN  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

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

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

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

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

ATTEST: \_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
States Attorney

CB 2009-\_\_\_\_\_

**COURTHOUSE MASONRY STABILIZATION & RESTORATION PROJECT**

Prepared By: E Boatz November 4, 2010

	ORIGINAL CONTRACT	CHANGE ORDERS	CONTRACT TOTAL	PAYMENTS THIS MONTH	PAYMENTS YEAR TO DATE	BALANCE TO FINISH
<b>Original Project Budget</b>	\$6,747,552.14					
<b>Current Budget w/Change Orders</b>	\$7,213,877.05					
<b><i>Architect Fees-White &amp; Borgognoni</i></b>						
Basic Service	\$425,641.74			\$0.00	\$418,343.11	\$7,298.63
Amend #1-Option 4 Tower		\$43,425.00		\$0.00	\$42,740.15	\$684.85
Amend #2-Temp Cool/Jury Assembly		\$853.40		\$0.00	\$853.40	\$0.00
Amend #3-Tower Exit		\$6,221.74		\$0.00	\$6,221.74	\$0.00
Amend #4-Security Camera		\$4,130.73		\$0.00	\$4,130.73	\$0.00
Amend #5-Clk Face Stone;Lightning Prot		\$10,129.12		\$0.00	\$10,129.12	\$0.00
Amend #6-Bollard Security/Crthse Plaza		\$2,845.00		\$0.00	\$2,845.00	\$0.00
Amend#7-South Security; Energy Mod		\$23,388.00		\$0.00	\$23,388.00	\$0.00
Amend #8-Pathways & landscaping		\$11,738.20		\$0.00	\$11,738.20	\$0.00
Amend #9 - Emergency Masonry Repair		\$3,077.50		\$0.00	\$3,077.50	\$0.00
Amend #10 - Test/Balance Existing HVAC		\$2,143.05		\$0.00	\$2,143.05	\$0.00
<b>Total Architect Fees</b>	\$425,641.74	\$107,951.74	\$533,593.48	\$0.00	\$525,610.00	\$7,983.48
<b><i>Reimbursables-White &amp; Borgognoni</i></b>						
Analysis/Testing; On-site Observation	\$82,052.72					
Amendment #1 - Option 4 Tower		\$7,494.18	\$89,546.90	\$0.00	\$88,524.93	\$1,021.97
Miscellaneous Reimbursable Expenses	\$55,879.50					
Amendment #1- Option 4 Tower		\$20,593.82	\$76,473.32	\$0.00	\$40,338.17	\$36,135.15
<b>Total Reimbursable Expenses</b>	\$137,932.22	\$28,088.00	\$166,020.22	\$0.00	\$128,863.10	\$37,157.12
<b><i>Building Const - Roessler Const</i></b>						
Existing Building	\$2,787,950.00	\$350,817.72	\$3,138,767.72	\$117,496.87	\$3,131,476.59	\$7,291.13
Tower	\$2,804,150.00	\$352,855.57	\$3,157,005.57	\$118,179.39	\$3,149,296.70	\$7,708.87
<b>Owner Items</b>			\$174,490.06	\$0.00	\$174,490.06	
Contingency	\$591,878.18	-\$111,795.11	\$0.00			\$0.00
<b>Total Building Construction</b>	\$6,183,978.18	\$703,673.29	\$6,470,263.35	\$235,676.26	\$6,455,263.35	\$15,000.00
<b><i>Additional Contracts</i></b>						
Todd Frahm - Gargoyles		\$44,000.00	\$44,000.00	\$0.00	\$44,000.00	\$0.00
<b>Total Additional Contracts</b>	\$0.00	\$44,000.00	\$44,000.00	\$0.00	\$44,000.00	\$0.00
<b>PROJECT TOTAL</b>	\$6,747,552.14	\$291,834.85	\$7,213,877.05	\$235,676.26	\$7,153,736.36	\$60,140.60

% of Project Paid to Date

99.17%



**Physical Plant Monthly Expenditure Report**  
**September, 2010**

<u>EXPENDITURE ITEM</u>	<u>FY2009 YTD 9/30/2009</u>	<u>FY2009 ACTUAL 11/30/2009</u>	<u>FY2009 YTD as % of Actual</u>	<u>FY2010 ORIGINAL BUDGET</u>	<u>FY2010 BUDGET 9/30/2010</u>	<u>FY2010 YTD 9/30/2010</u>	<u>FY2010 YTD as % of Budget</u>	<u>FY2010 Remaining Balance</u>
Gas Service	\$353,268	\$410,906	85.97%	\$547,793	\$538,793	\$326,732	60.64%	\$212,061
Electric Service	\$656,978	\$879,648	74.69%	\$974,737	\$974,737	\$675,885	69.34%	\$298,852
Water Service	\$35,123	\$47,286	74.28%	\$57,000	\$57,000	\$47,501	83.33%	\$9,499
Sewer Service	\$30,844	\$41,186	74.89%	\$35,800	\$35,800	\$31,041	86.71%	\$4,759
All Other Services	\$204,468	\$261,866	78.08%	\$241,743	\$240,922	\$209,351	86.90%	\$31,571
Cths R & M	\$34,277	\$39,649	86.45%	\$30,113	\$42,258	\$40,729	96.38%	\$1,529
Downtown Jail R & M	\$33,652	\$52,714	63.84%	\$26,498	\$18,949	\$7,140	37.68%	\$11,809
Satellite Jail R & M	\$47,133	\$54,266	86.86%	\$27,342	\$27,342	\$25,132	91.92%	\$2,210
1905 R & M	\$11,982	\$13,601	88.10%	\$10,075	\$10,075	\$8,115	80.55%	\$1,960
Brookens R & M	\$23,041	\$27,275	84.48%	\$31,020	\$24,446	\$16,808	68.75%	\$7,638
JDC R & M	\$5,889	\$6,037	97.55%	\$11,366	\$10,743	\$4,438	41.31%	\$6,305
1701 E Main R & M	\$24,553	\$26,980	91.01%	\$45,000	\$31,350	\$13,160	41.98%	\$18,190
Other Buildings R & M	\$3,671	\$13,676	26.84%	\$7,520	\$14,189	\$8,204	57.82%	\$5,985
Commodities	\$65,224	\$69,679	93.61%	\$64,207	\$65,623	\$53,834	82.04%	\$11,789
Gas & Oil	\$5,060	\$6,369	79.44%	\$10,810	\$10,577	\$6,306	59.62%	\$4,271
1701 - South Garage Remodel	\$107,065	\$108,755	98.45%	\$0	\$5,299	\$16	0.31%	\$5,283
Totals	\$1,642,229	\$2,059,894		\$2,121,024	\$2,108,103	\$1,474,392		\$633,711

Prepared by:  
Ranae Wolken  
10/25/2010

This report does not include information on personnel, intergovernmental loans and capital projects.

Electric Utilities - FY2010

Period	Courthouse	204 E Main	502 S Lierman	JDC	1905 E Main	1701 E Main Rear EMA/METCAD	Nite Lite	Brookens	ITC	1705 E Main North Garage	1705 E Main South Garage	Monthly Totals
December	\$15,098.34	\$7,346.38	\$8,776.98	\$4,351.68	\$4,371.47	\$149.44	\$254.17	\$5,172.19	\$7,225.78	\$80.68	\$117.27	\$52,944.38
January	\$15,939.57	\$6,879.57	\$9,520.51	\$4,741.26	\$5,302.29	\$154.44	\$248.64	\$6,972.73	\$7,481.97	\$65.21	\$144.95	\$57,451.14
February	\$14,835.64	\$6,674.54	\$8,309.10	\$4,067.02	\$4,387.50	\$130.23	\$243.57	\$9,124.23	\$6,340.91	\$60.75	\$112.50	\$54,285.99
March	\$17,583.26	\$6,710.69	\$9,004.40	\$3,706.08	\$4,346.92	\$123.51	\$229.13	\$8,746.31	\$5,803.86	\$54.55	\$99.70	\$56,408.41
April	\$23,488.94	\$7,296.74	\$11,944.26	\$4,369.40	\$5,070.46	\$116.15	\$221.00	\$12,493.38	\$6,896.33	\$53.44	\$71.23	\$72,021.33
May	\$27,073.52	\$7,532.80	\$12,503.10	\$4,569.01	\$5,579.12	\$121.83	\$185.31	\$13,429.61	\$7,101.37	\$49.94	\$56.74	\$78,202.35
June	\$38,668.52	\$8,384.98	\$17,146.48	\$5,749.11	\$7,699.49	\$167.92	\$168.87	\$17,095.94	\$9,852.03	\$55.17	\$83.95	\$105,072.46
July	\$32,804.74	\$9,479.04	\$17,331.22	\$6,367.64	\$8,419.67	\$127.05	\$167.07	\$15,816.22	\$8,358.64	\$65.32	\$67.15	\$99,003.76
August	\$31,854.54	\$9,190.76	\$17,338.30	\$5,477.36	\$7,109.60	\$119.20	\$168.26	\$16,914.62	\$8,330.34	\$67.82	\$57.15	\$96,627.95
September	\$28,206.69	\$8,436.90	\$15,903.43	\$5,235.91	\$7,260.74	\$153.04	\$180.78	\$14,027.96	\$8,166.72	\$54.89	\$61.34	\$87,688.40
October												\$0.00
November												\$0.00
Total to Date	\$245,553.76	\$77,932.40	\$127,777.78	\$48,634.47	\$59,547.26	\$1,362.81	\$2,066.80	\$119,793.19	\$75,557.95	\$607.77	\$871.98	\$759,706.17

Prepared by Ranae Wolken  
10/25/2010

Denotes billing from Integrys

Gas Utilities - FY2010

Period	Courthouse	204 E Main	502 S Lierman	JDC	1905 E Main	1701 E Main Rear EMA/METCAD	Brookens	ITC	1705 E Main North Garage	1705 E Main South Garage	Monthly Totals
December	\$12,146.91	\$2,768.92	\$7,849.04	\$2,036.89	\$1,370.26	\$366.53	\$3,500.41	\$14,358.77	\$376.97	\$164.02	\$44,938.72
January	\$17,577.70	\$3,790.73	\$12,163.62	\$3,198.80	\$1,808.75	\$648.46	\$6,322.46	\$23,179.19	\$583.06	\$1,151.07	\$70,423.84
February	\$17,116.01	\$3,649.78	\$10,514.45	\$2,874.68	\$1,654.72	\$464.97	\$5,531.14	\$18,285.82	\$561.63	\$954.72	\$61,607.92
March	\$13,817.44	\$2,654.20	\$7,097.29	\$1,523.73	\$1,433.01	\$275.89	\$3,170.57	\$17,035.11	\$372.23	\$572.40	\$47,951.87
April	\$12,963.80	\$682.47	\$8,195.81	\$863.02	\$1,561.30	\$132.35	\$2,511.79	\$5,361.76	\$194.05	\$214.00	\$32,272.30
May	\$12,432.92	\$445.10	\$6,370.42	\$568.45	\$1,295.86	\$85.57	\$1,438.75	\$343.34	\$77.37	\$99.48	\$23,157.26
June	\$9,198.57	\$360.55	\$3,426.04	\$178.37	\$1,229.67	\$77.66	\$581.15	\$317.61	\$65.57	\$81.71	\$15,516.90
July	\$8,579.18	\$356.24	\$3,492.70	\$151.65	\$1,266.61	\$77.33	\$143.81	\$316.25	\$65.57	\$80.48	\$14,529.82
August - Ameren	\$3,894.10	\$158.66	\$1,359.72	\$28.77	\$407.76	\$90.83	\$76.87	\$367.50	\$87.74	\$94.08	\$6,566.03
August - Integrys	\$5,555.33	\$243.98	\$2,440.06	\$56.74	\$829.61	\$8.52	\$0.00	\$39.71	\$0.00	\$10.79	\$9,184.74
September - Ameren	\$1,281.91	\$102.07	\$958.50	\$79.58	\$205.48	\$64.93	\$115.42	\$266.66	\$63.76	\$65.43	\$3,203.74
September - Integrys	\$5,106.52	\$266.60	\$3,513.13	\$110.11	\$985.96	\$8.11	\$359.36	\$104.33	\$0.00	\$11.62	\$10,465.74
October - Ameren											\$0.00
October - Integrys											\$0.00
November - Ameren											\$0.00
November - Integrys											\$0.00
Total to date	\$119,670.39	\$15,479.30	\$67,380.78	\$11,670.79	\$14,048.99	\$2,301.15	\$23,751.73	\$79,976.05	\$2,447.95	\$3,499.80	\$340,226.93

Prepared by Ranae Wolken  
10/25/2010

Building/Grounds Maintenance work hour comparison

FY2010

Weekly Period	Repair & Maintenance	Scheduled Maintenance	Nursing Home	Special Project	Grounds Maintenance	Other Tenants	TOTAL
11/29/09-12/5/09	384.00	2.00	0.00	17.00	0.00	0.00	403.00
12/6/09-12/12/09	342.00	0.00	0.00	48.00	14.50	0.00	404.50
12/13/09-12/19/09	268.75	0.00	0.00	113.00	0.50	0.00	382.25
12/20/09-12/26/09**	197.50	0.00	5.00	15.00	37.25	0.00	254.75
12/27/09-1/2/10*	202.50	0.00	5.00	0.00	87.25	0.00	294.75
1/3/10-1/9/10	284.75	0.00	3.25	0.00	151.25	0.00	439.25
1/10/10-1/16/10	304.75	0.00	2.00	36.50	19.50	4.50	367.25
1/17/10-1/23/10*	212.75	0.00	5.00	0.00	47.50	15.00	280.25
1/24/10-1/30/10	342.75	23.00	9.50	0.00	24.00	0.00	399.25
1/31/10-2/6/10	309.75	0.00	1.75	0.00	39.50	0.00	351.00
2/7/10-2/13/10	324.75	0.00	5.00	2.00	101.25	2.00	435.00
2/14/10-2/20/10*	234.25	0.00	1.75	0.00	59.00	10.50	305.50
2/21/10-2/27/10	298.25	14.00	0.00	0.00	50.75	7.50	370.50
2/28/10-3/6/10	288.50	77.75	0.00	0.00	30.00	0.00	396.25
3/7/10-3/13/10	345.00	0.00	0.00	0.00	43.00	25.00	413.00
3/14/10-3/20/10	270.00	34.00	4.50	22.75	45.50	7.00	383.75
3/21/10-3/27/10	285.00	40.00	0.00	0.00	74.00	0.00	399.00
3/28/10-4/3/10*	210.00	39.25	0.00	7.75	52.25	18.50	327.75
4/4/10-4/10/10	287.00	44.50	0.00	5.00	66.00	7.25	409.75
4/11/10-4/17/10	205.75	46.00	3.00	0.00	51.50	0.00	306.25
4/18/10-4/24/10	258.50	0.00	0.00	72.00	71.50	0.00	402.00
4/25/10-5/1/10	266.75	0.00	0.00	48.00	74.25	0.00	389.00
5/2/10-5/8/10	202.75	0.00	3.25	80.00	68.75	0.00	354.75
5/9/10-5/15/10	261.50	0.00	0.00	71.50	70.50	0.00	403.50
5/16/10-5/22/10	296.50	0.00	3.00	18.00	55.50	0.00	373.00
5/23/10-5/29/10	260.50	0.00	3.50	12.00	68.00	0.00	344.00
5/30/10-6/5/10*	247.00	0.00	15.00	0.00	52.50	0.00	314.50
6/6/10-6/12/10	312.75	0.00	4.50	0.00	59.50	0.00	376.75
6/13/10-6/19/10	342.75	0.00	9.00	0.00	67.50	0.00	419.25
6/20/10-6/26/10	265.75	16.00	3.00	0.00	67.50	0.00	352.25
6/27/10-7/3/10	292.00	25.00	1.50	0.00	59.00	0.00	377.50
7/4/10-7/10/10*	231.25	0.00	0.00	0.00	45.00	0.00	276.25
7/11/10-7/17/10	209.75	0.00	8.75	40.00	74.25	2.00	334.75
7/18/10-7/24/10	276.25	20.00	2.00	31.50	44.50	0.00	374.25
7/25/10-7/31/10	321.50	0.00	0.00	0.00	60.00	0.00	381.50
8/1/10-8/7/10	256.75	0.00	0.00	35.50	67.50	0.00	359.75
8/8/10-8/14/10	239.75	4.50	10.25	0.00	67.50	0.00	322.00

Building/Grounds Maintenance work hour comparison

FY2010

8/15/10-8/21/10	272.25	19.50	16.00	0.00	69.25	0.00	377.00
8/22/10-8/28/10	179.00	52.50	38.25	0.00	57.50	0.00	327.25
8/29/10-9/4/10	211.75	70.50	33.00	0.00	66.00	0.00	381.25
9/5/10-9/11/10*	189.75	24.50	5.50	0.00	55.50	0.00	275.25
9/12/10-9/18/10	234.00	22.50	0.00	0.00	69.75	0.00	326.25
9/19/10-9/25/10	216.00	18.00	0.00	23.00	71.00	0.00	328.00
9/26/10-10/2/10	280.00	15.00	4.00	0.00	52.50	0.00	351.50
10/3/10-10/9/10	288.50	7.00	5.50	0.00	67.50	0.00	368.50
10/10/10-10/16/10*	265.50	0.00	5.75	0.00	44.50	0.00	315.75

\*week includes a holiday

One work week: 435.00 hours with regular staff

There are currently 164.74 comp time hours available to the maintenance staff

Total comp time hours earned in FY10 to date- 2673.1

Total spent to date on overtime in FY09 - \$1,616.47 (Original Budgeted Amount - \$3,000)

Prepared by: Ranae Wolken  
10/25/2010



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

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

ADMINISTRATIVE SUPPORT  
INFORMATION TECHNOLOGY  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

Date: November 1, 2010

To: Steve Beckett, Deputy Chair of County Facilities Committee  
& Members of the County Board

Re: Total Project Budget for the 202 Art Bartell Road Project

From: Alan Reinhart, Facilities Director  
Deb Busey, County Administrator

The following expenditures for the 202 Art Bartell Road building project have been paid for out of the 2010 Physical Plant Budget through the General Corp. Budget. These costs are not included in the total at the end of this document:

* BAC Existing Site Survey	\$948.39
* Soil Boring & Reports	\$2,180.00
* Deans Blueprint-Bid Documents	\$301.40
* IGW Consultation Services	<u>\$13,300.00</u>

Total Cost \$16,729.79

As the owner of a new building, we will be required to request and pay for the initial tap or hook-up to existing utilities and for permits to the City of Urbana. The following are estimated amounts, based on previous new construction projects; we will have to pay these estimated costs:

Electric/Gas Service Application	\$7,500.00
Urbana Building Permit	\$3,400.00
Water/Fire Service Application	\$2,000.00
* Builders Risk Insurance	<u>\$1,800.00</u>

Sub Total \$14,700.00

Historically during our construction projects we have removed specific items from the Contractors scope of work and have completed these items in-house with our own forces or have hired specific companies that support our Technologies. The estimated costs are:

New Building Structured Cabling (phone & data)	\$10,000.00
Carpeting 9,000 sq. ft. @ \$20	\$20,000.00
Site Signage	\$2,000.00
Security System	\$10,000.00
Fixtures/Furnishing/Moving	\$10,000.00
Landscaping	<u>\$4,000.00</u>
Sub Total	\$56,000.00

To complete the fiber optic loop for the east campus and incorporate this new facility into the loop, fiber cable will need to be installed from ILEAS to EOC (1905), from EOC (1905) to 202 Art Bartell Road and from the Brookens building to the New Nursing Home. The estimated costs are:

Complete Fiber Optic Loop	\$23,560.00
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To keep data and phone communications intact during a sustained power outage, we must supply emergency power to specific areas of the Brookens Administration Building. This will keep communications between the downtown buildings and the east campus loop open. With the use of portable generators supplied by EMA, we can use them to power the three (3) critical rooms in the Brookens building. Minor design work and building wiring changes will have to take place to accomplish this. This **will not** address life safety or other needed emergency power requirements for the Brookens Administration Building. The estimated costs are:

Generator Wiring	\$10,000.00
Generator Installation Design	<u>\$4,000.00</u>
Sub Total	\$14,000.00

When the Lease expires on the rented property at 302 N. Broadway (old Gill Building) ILEAS will move their storage to the vacated old Highway shop building. Minor lighting and heating modifications will be needed to meet their needs. The estimated costs are:

ILEAS Lighting & Heating	\$5,000.00
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When the Physical Plant moves from 302 N. Broadway into the new space at 202 Art Bartell Road, they will complete the installation of specific wiring and associated piping for the welding, carpentry, grounds and storage areas. The estimated costs are:

Maintenance Area build-out (in-house)	\$30,000.00
---------------------------------------	-------------

Complete the development of the Site Storm for the East Campus; this was started during the East Campus Master Plan. Construction of this storm water drainage connection would relieve the requirements for storm water detention related to the new County Storage Building project as well as all future developments within the northern and eastern portions of the East Campus Site. The estimated costs are:

East Campus Site Storm	\$447,457.00
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**Total Owner Costs & East Campus improvements requested: \$590,717.00**

**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN  
AND THE ILLINOIS ATTORNEY GENERAL**

This lease agreement is made and entered into this 19<sup>th</sup> day of November, 2010, by and between the County of Champaign (hereinafter referred to as "Landlord") and the Illinois Attorney General (hereinafter referred to as "Tenant").

**ARTICLE I**

**Premises**

Landlord does hereby lease to Tenant 1,100 square feet of office space located in Pod 200 of the Champaign County Brookens Administrative Center, which is located at 1776 E. Washington Street, Urbana, Illinois. The office space leased is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A". Common conference rooms located within the Brookens Administrative Center will be made available to Tenant by Landlord with reasonable prior notice to Champaign County Administrative Services at Brookens Administrative Center.

**ARTICLE II**

**Term**

This lease agreement shall commence December 1, 2010 and continue through and including November 30, 2014 unless sooner terminated or extended by written agreement of the parties.

**ARTICLE III**

**Rent**

From December 1, 2010 to November 30, 2011 - \$16,674.74/annually payable in equal monthly installments of \$1,389.57, in advance, on the first day of each calendar month.

The annual rent will increase each year by the lower of the Annual Consumer Price Index (CPI) for the prior year as defined in Section 18-185 of the Property Tax Code, or by five percent (5%). If the CPI is negative, the annual rent will remain the same.

**ARTICLE IV**

**Utilities**

At no additional cost to Tenant, Landlord shall provide electricity, plumbing, and heat and air conditioning, during the appropriate seasons. Landlord shall not be liable for failure to furnish or for suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance, or any cause or reason whatsoever beyond the control of Landlord.



## ARTICLE V

### Use of Lease Premises

1. Tenant shall use and occupy the said lease premises as a business office for the Illinois Attorney General, and shall not use and occupy the said lease premises for any other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the lease premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.

2. Tenant shall commit no act of waste and shall take good care of the said lease premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the lease premises, conform to all laws, orders, and regulations of the federal, state and municipal or local governments or any or their departments. Tenant further agrees to hold Landlord harmless from any fines, penalties and costs incurred by Tenant's violation or non-compliance with the said laws, orders and regulations.

3. Tenant shall not use or permit the use of machinery or equipment which shall cause and unreasonable consumption of utilities within the said lease premises beyond that made known to Landlord at the time of the execution of this lease agreement.

4. Tenant shall not use any equipment or engage in any activity on that said lease premises which shall cause an increase in the liability insurance rate of the Brookens Administrative Center, or which shall create or cause undue expense to Landlord for maintenance or utilities.

5. At the expiration or termination of this lease agreement, if there is no written extension agreement of the said lease agreement, Tenant shall surrender and deliver the said lease premises to Landlord in as good a condition as when Tenant first received possession of the lease premises, ordinary wear and tear and damage by the elements, fire and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety (90) days of the commencement of this lease agreement written notice specifying what parts, if any, of the said lease premises are not in good order.

## ARTICLE VI

### Subletting and Assignment

Tenant shall not assign, mortgage, pledge, or encumber this lease, or sublet the said lease premises or any part thereof, without first obtaining the written consent of Landlord.

## ARTICLE VII

### Alterations

1. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the said lease premises or any part thereof without the prior written approval of Landlord of the design, plans and specifications therefore. Tenant shall keep the said lease premises and the building and grounds of which it is a part free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including mechanic's liens.

2. It is specifically understood that all alterations, installations, changes, replacements, additions or improvements upon the said lease premises shall, at the election of the Landlord, remain upon the said lease premises and be surrendered by the Tenant with the said lease premises at the

expiration of this lease agreement without disturbance or injury. Shall Landlord require Tenant to remove any or all alterations, installations, changes, replacements, additions or improvements upon the said lease premises upon termination of this lease agreement or any extension thereof, Tenant agrees to remove those items so designated by Landlord at the sole cost and expense of Tenant. Shall Tenant fail to remove those items so designated by landlord, then Landlord may cause the said items to be removed, and Tenant agrees to reimburse Landlord for the cost of such removal, together with any and all damage which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

3. Maintenance and repair of any items installed by Tenant as outlined in this Article shall be the sole responsibility of Tenant, and Landlord shall have no obligation to maintain or repair the said items.

4. Tenant shall promptly repair any and all damages caused to the said lease premises or to the building and grounds of which the said lease premises are a part which are occasioned by the installation or removal of any alteration made pursuant to this Article.

## **ARTICLE VIII**

### **Parking**

1. At no additional cost to Tenant, Tenant's employees may park in the rear parking lot located at the northern and northeastern portion on which the said lease premises are located, and in the east parking lot located at the southeast portion of the said property. Parking spaces shall be available on a first come, first served basis.

2. Tenant's temporary business guests and visitors shall be permitted to use the visitors' reserved spaces available off Washington Avenue and in the northeast parking lot off of Lierman Avenue of the property on which the lease premises are located. Parking spaces shall be available on a first come, first served basis.

## **ARTICLE IX**

### **Signs, Notices and Advertisements**

1. Tenant shall be entitled to place its organizational name and logo in a space on the exterior of the building to be designated by Landlord.

2. Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds of the said lease premises, or the exterior or interior of the building of which the said lease premises is a part, except on the doors of the said lease premises, and only in a size, color and style approved by the Landlord.

## **ARTICLE X**

### **Insurance**

Tenant is a Constitutional Officer of the State of Illinois and, as such, is self-insured for liability.

**ARTICLE XI**

**Services**

At no additional cost, Landlord agrees to furnish custodial services to Tenant that are customary in the building of which the said lease premises is a part. Landlord shall furnish adequate lavatory supplies, and normal and usual maintenance, Monday through Fridays, except legal holidays.

**ARTICLE XII**

**Personal Property**

Tenant shall be solely responsible for insuring its personal property and the personal property of its employees to the extent damages are not proximately caused by Landlord's own negligence or willful or wanton misconduct. Landlord shall not be liable for any accident, damage to, or theft of property of Tenant or its employees; Landlord shall not be liable for damages to property of Tenant or its employees resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus, water, steam, or other causes; and Tenant expressly releases landlord from any liability incurred or claimed by reason of damage to Tenant's or its employees' property.

**ARTICLE XIII**

**Damage to Lease Premises**

If through no fault of Tenant the said lease premises are damaged by fire or other casualty to such extent that the said lease premises are totally destroyed, or if the damage occurs during the last six months of the term of this lease agreement, this lease agreement shall cease, and Tenant shall be entitled to a refund of any rent paid for the period subsequent to the time of the damage. In all other cases when the said lease premises are damaged by fire or other casualty through no fault of Tenant, Landlord shall repair the damage as soon as practicable, and if the damage has rendered the said lease premises untenable in whole or in part, Tenant shall be entitled to a rent abatement until Landlord has repaired the damage. Should the said lease premises not be restored to tenantable condition within three months from the date of the said damage, then Tenant may, at its option, terminate this lease agreement in its entirety. In determining what constitutes repair of damage by Landlord as soon as practicable, consideration shall be given to delays caused by strike, disposition of insurance claims related to the said damage, and other causes beyond Landlord's control. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent.

No compensation, claim, or diminution of rent shall be allowed or paid by Landlord to Tenant by reason of inconvenience, annoyance, or injury to Tenant's business arising from the necessity of repairing the said lease premises or any portion of the building of which the said lease premises are a part.

Landlord shall not be liable for damages for, nor shall this lease agreement be affected by, conditions arising or resulting from construction on a contiguous premises which may affect the building of which the said lease premises are a part.

**ARTICLE XIV**

**Access**

Landlord, its agents and its employees shall have the right to enter the said lease premises at all reasonable hours and necessary times to inspect the said lease premises and to make necessary repairs and improvements to the said lease premises and the building in which the said lease premises are located. The said inspection and any repairs or improvements which are necessary to the said lease premises shall be performed at a time mutually agreeable to both parties, unless the said inspection or repairs are necessary for an emergency purpose.

#### **ARTICLE XV**

##### **Appropriation of Funds**

Payments pursuant to the Lease Agreement are subject to the appropriation of adequate funds by the General Assembly to the Attorney General for the purposes of this Lease Agreement. Obligations of the Attorney General will cease immediately without penalty or further payment being required if, at any time, sufficient funds for this Lease have not been appropriated or are otherwise unavailable.

#### **ARTICLE XVI**

##### **Prompt Payment Act**

Any late payment charges are subject to and may be paid only in accordance with the State Prompt Payment Act, 3 ILCS 540/0.01 *et seq.*

#### **ARTICLE XVII**

##### **Cumulative Remedies and Waiver**

The specified remedies to which Landlord may be entitled under the terms of this lease agreement are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant as to any provision of this lease agreement. The failure of Landlord to insist on strict performance of any covenant or condition of this lease agreement, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by Landlord of any provision of this lease agreement shall be deemed to have been made unless made in writing and signed by Landlord.

#### **ARTICLE XVIII**

##### **Partial Invalidity**

Should any provision of this lease agreement be or become invalid or unenforceable, the remaining provisions shall be and continued to be fully effective.

#### **ARTICLE XIX**

##### **Successors**

All of the terms and provisions of this lease agreement shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successors and assigns of Landlord and Tenant.

**ARTICLE XX**

**Notices and Payments**

All rent or other payments due by Tenant pursuant to this lease agreement shall be paid to Landlord at the office of the Champaign County Administrator, 1776 E. Washington St., Urbana, IL 61802, or such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord, address to Champaign County Administrator, 1776 E. Washington St., Urbana, IL 61802. All notices from landlord to Tenant shall be in writing and shall be furnished by landlord by mailing the same by certified mail addressed to Illinois Attorney General, 1776 E. Washington St., Urbana, IL 61802.

**ARTICLE XXI**

**Governing Law**

This lease agreement shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois.

**ARTICLE XXII**

**Titles**

All titles, captions and headings contained in this lease agreement are for convenience only and shall not be taken into consideration in any construction or interpretation of this lease agreement, or any of its provisions.

**ARTICLE XXIII**

**Entire Agreement**

The terms of this lease agreement constitute the whole and entire agreement between the parties, and supersede any and all prior understandings, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.

**ARTICLE XXIV**

**Amendment**

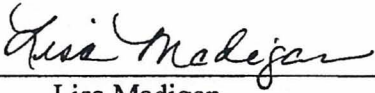
No amendment to this lease agreement shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.


COUNTY OF CHAMPAIGN  
Landlord

ILLINOIS ATTORNEY GENERAL  
Tenant

BY: \_\_\_\_\_  
C. Pius Weibel  
County Board Chair

  
\_\_\_\_\_  
Lisa Madigan  
Illinois Attorney General

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

BY:   
\_\_\_\_\_  
Melissa Mahoney  
Deputy Chief of Staff,  
Administration



**LAND LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN  
AND THE CHAMPAIGN COUNTY HUMANE SOCIETY**

This lease agreement is made and entered into this 18<sup>th</sup> day of November, 2010, by and between the County of Champaign (hereinafter referred to as "Landlord") and the Champaign County Humane Society (hereinafter referred to as "Tenant").

**ARTICLE I**

**Premises**

Landlord does hereby lease to Tenant a tract or parcel of land, containing 3 acres, more or less, situated in Champaign County, State of Illinois, more particularly described as follows:

Commencing at the intersection of the South right-of-way line of East Main Street in the City of Urbana, Illinois, with the East line of Section 16, Township 19 North, Range 9 East of the 3<sup>rd</sup> Principal Meridian; thence South a distance of 583' along the East line of said Sec. 16 to the point of beginning; thence West a distance of 470' along a parallel of the East Main Street South Right-of-Way line; thence South a distance of 278.04' parallel with the East line of said Sec. 16; thence East a distance of 470' along a parallel of the East Main Street South Right-of-Way line to a point in the line of the East line of said Sec. 16 to the point of beginning, at the corner of a tract described in Book 648, Page 40 of the Champaign County Recorder's Office.

**ARTICLE II**

**Term**

This lease agreement shall commence January 1, 2012 and continue through and including December 31, 2016, unless sooner terminated or extended by written agreement of the parties, with an option to renew for another five-year term if notice of intent to renew is provided to the Landlord no later than October 1, 2016, subject to agreement regarding any change in the rental rate.

**ARTICLE III**

**Rent**

Rent for the said premises shall be at the following rate: \$541.67 per month for the entire term of the lease which is equal to an annual rate of \$6,500. If the Tenant seeks to renew this Lease for a second five-year term as set forth in Article II, the rent for the second term shall be negotiated by the parties at the time before the renewal is executed. In the event the parties do not agree to the rental rate for the subsequent term prior to November 1, 2016, the option to renew shall be deemed to have been waived.

**ARTICLE IV**

**Use of Lease Premises**

1. Tenant shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, in accordance with applicable laws. The fixtures and structures, or signs, so placed in, upon, or attached to the said premises shall be and remain the property of the Tenant and may be removed, abandoned or otherwise disposed of by the Tenant.

2. Tenant is granted an easement of access through County property to the leased premises. Access to the leased premises shall be solely by way of a driveway off of S. Art Bartell Drive on the County's Property. The Landlord will be responsible for maintenance of the S. Art Bartell Drive, the Tenant will be responsible for maintaining the driveway to its facility off of S. Art Bartell Drive.

3. The Landlord granted an easement for sanitary sewer purpose to the Tenant as indicated on the map, attached as Exhibit 1 and incorporated herein. The Tenant has been granted authority to tap into the Landlord's sewer line serving County facilities at the Tenant's expense. The Tenant shall not permit any further extension of the line, or use by any other entity without the express written permission of the Landlord. The Tenant shall arrange and be responsible for separate sanitary sewer billing from the Urbana-Champaign Sanitary District. The Tenant shall be responsible for any tap-in fees which may be charged by the Sanitary District. The Tenant shall be liable for all property damage on or to the property as a result of the installation or subsequent use of the tap-in line.

4. Easements for any other utilities shall be mutually agreed upon in writing by the parties.

5. The Landlord retains the right of entry at all reasonable and necessary times with reasonable notice to the Tenant to inspect the premises and to make necessary repairs to the premises.

6. The Tenant is responsible and liable for any ordinance, statutory or regulatory violations that result from Tenant's use or misuse of the property.

## **ARTICLE V**

### **Subletting and Assignment**

Tenant shall not assign, mortgage, pledge, or encumber this lease, or sublet the said lease premises or any part thereof, without first obtaining the written consent of Landlord.

## **ARTICLE VI**

### **Insurance**

Tenant shall indemnify and hold the Landlord harmless for any liability which the Landlord may incur because of the Tenant's activities or use of this property or because of the activities or use by persons involved or permitted to use the property by the Tenant.

## **ARTICLE VII**

### **Cumulative Remedies and Waiver**

The specified remedies to which Landlord may be entitled under the terms of this lease agreement are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant as to any provision of this lease agreement. The failure of Landlord to insist on strict performance of any covenant or condition of this lease agreement, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by Landlord of any provision of this lease agreement shall be deemed to have been made unless made in writing and signed by Landlord.

## **ARTICLE XVIII**



**Partial Invalidity**

Should any provision of this lease agreement be or become invalid or unenforceable, the remaining provisions shall be and continued to be fully effective.

**ARTICLE XIX**

**Successors**

All of the terms and provisions of this lease agreement shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successors and assigns of Landlord and Tenant.

**ARTICLE XX**

**Notices and Payments**

All rent or other payments due by Tenant pursuant to this lease agreement shall be paid to Landlord at the office of the Champaign County Administrator, 1776 E. Washington St., Urbana, IL 61802, or such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord, address to Champaign County Administrator, 1776 E. Washington St., Urbana, IL 61802. All notices from landlord to Tenant shall be in writing and shall be furnished by landlord by mailing the same by certified mail addressed to Champaign County Humane Society, 1911 E. Main Street, Urbana, IL 61802.

**ARTICLE XXI**

**Governing Law**

This lease agreement shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois.

**ARTICLE XXII**

**Titles**

All titles, captions and headings contained in this lease agreement are for convenience only and shall not be taken into consideration in any construction or interpretation of this lease agreement, or any of its provisions.

**ARTICLE XXIII**

**Entire Agreement**

The terms of this lease agreement constitute the whole and entire agreement between the parties, and supersede any and all prior understandings, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.

**ARTICLE XXIV**

**Amendment**

No amendment to this lease agreement shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.

COUNTY OF CHAMPAIGN  
Landlord

CHAMPAIGN COUNTY HUMANE SOCIETY  
Tenant

BY: \_\_\_\_\_  
C. Pius Weibel  
County Board Chair

\_\_\_\_\_

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

BY: \_\_\_\_\_

Application for Appointment to the Board of Directors of the Champaign Nursing Home

1. Date of Application: ~~April 14, 2008~~ *Nov 1, 2010*

Name: Mary Ellen O'Shaughnessey

Address: 401 Evergreen Court West, Urbana, 61801

Phone Number: 217.344.4409

Cell Phone: 217.649.9490

FAX number: 217.244.8381

Email Address: [oshaughn@uiuc.edu](mailto:oshaughn@uiuc.edu)

2. Past Experience- A Women's Fund Board of Directors- I was on the Board of Directors for approximately six years. The mission of A Woman's Fund "is to eliminate violence against women and children, and, until that happens provide safety and support to survivors of that violence as they take control of their own lives" (A Women's Fund web site). My tenure on the board was during the late 1980's/ early 1990's. I am unclear on the exact years and am currently seeking that information. In the capacity as a BOD member I participated in monthly meetings and sat on the personnel committee. The director at the time I served was Shirley Stillinger. I resigned after my second son was born and I had assumed new responsibilities at my job. I also served on the Board of Planned Parenthood for a brief time.
3. Past Achievements-My contributions to different community organizations have been sporadic over the last decade. I worked full time and had three sons. These two commitments, work and parenting, took up all my time and energy.
4. Educational Background-The highest degree received is a Masters of Arts in Counseling Psychology from Central Michigan University in Mt. Pleasant, Michigan. My entire career has been at the University of Illinois where I have held four increasingly responsible positions.
5. Current Areas of Professional Expertise-I am currently the Executive Assistant Dean in the College of Fine and Applied Arts. My areas of expertise include 10 years in a health care setting, eight years of direct human resource experience, 20 years of policy interpretation and formation, strategic planning and budgetary experience.
6. Medical, Health Care, Financial, Business Entities-I spent the first 10 years of my professional career at the McKinley Student Health Center as a Health Educator. I was a volunteer at Planned Parenthood for a number of years, as well as a volunteer for a low income breakfast program for elementary school children. My ex-husband is a physician with an independent practice and I advised him for a number of years in terms of developing policies, hiring and human resource difficulties. I have been part of a consulting business for ten years. My partner, Lenita Eppinger, and I do training on diversity, sexual harassment and strategic planning.
7. Hobbies, Avocations, Areas of Community Service, Philanthropic Involvements-I am a voracious reader and an aspiring gardener. I have always been engaged in an exercise program and spend time daily doing some targeted physical activity. I

have volunteered for various one time community events. Frankly, the last ten years have really been devoted to raising my three sons. The youngest will be leaving for college next fall freeing up my time to pursue other activities. As for philanthropic involvement, while I contribute to a number of charities my son's educational expenses have consumed most my discretionary income. I have given of my time when called upon at my son's schools and community groups.

8. There are three primary reasons I am interested in serving on the CCNH Board of Directors.
  - a. Community Service- as I indicated above, my youngest son will be leaving for college and I now will have the time and energy to give back to a community that has been my home for the last 30 years. I have wanted to do more in the last ten years but between working full time in a demanding position and being the main source of emotional, spiritual and day to day support of the boys I had relatively little time to give to other causes. The little time I had I used to rejuvenate myself which is essential if we are to serve others well.
  - b. Experience with CCNH-approximately two years ago I was contracted alone with Lenita Eppinger to provide diversity training for the CCNH staff. It was a tremendously positive experience. I came away with great respect for the staff and the knowledge that some day I wanted to spend time doing something with and for the CCNH.
  - c. CCNH Mission-I believe in the mission of CCNH which as stated on the homepage is to provide "compassionate long-term, rehabilitative, and memory care services reflective of the community we serve...". As our population ages it is imperative that we are responsible in the management of CCNH which has a respected 100 year history. I understand there are critical issues facing the CCNH and I think these calls for thoughtful, caring, strategic leadership. I think my professional experience would be of value in supporting the mission of CCNH.

I think the newly formed CCNH board has an initial responsibility to learn as much as it can about the current state of medical, financial, support services, volunteer programs, human resources, building and operations and challenges facing the organization. Once educated the goal is to provide responsible, measured, thoughtful guidance and oversight to the leadership of CCNH. The BOD must be responsive to the Champaign County Board and the State of Illinois law as the CCNH is operates under their auspices. The ultimate goal of the BOD is to do all it can to assure the overall health of the CCNH in all aspects of functioning. I would be humbled and grateful to serve as a board member of the CCNH.

**Mary Ellen O'Shaughnessey**

401 Evergreen Court West  
Urbana, Illinois 61801  
(217) 344-4409  
(217) 265-0485  
Email: oshaughn@uiuc.edu

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**EDUCATION**

Central Michigan University, Mt. Pleasant, Michigan  
Masters of Arts, Counseling Psychology

Central Michigan University, Mt. Pleasant, Michigan  
Bachelor of Science, Sociology

**PROFESSIONAL EXPERIENCE**

**University of Illinois, Urbana-Champaign, IL.**

**Executive Assistant Dean, College of Fine and Applied Arts**  
October 2006 – Present

**Associate Director, Academic Human Resources**  
July 2001 – October 2006

**Assistant to the Director, Academic Human Resources**  
August 2000 – July 2001

**Assistant Dean of Students, Office of the Dean of Students**  
January 1988 – June 2001

**Coordinator of Health Education, McKinley Student Health Center**  
August 1977 – January 1998

**SPECIAL ASSIGNMENTS**

**Office of the Chancellor**  
Spring-Summer Semesters 1999

Chaired a committee of faculty, staff and students charged to design a campus-wide educational program on harassment and discrimination. Worked with graphic designer and marketing designer to develop a marketing plan, web site and written material for the Campus Conduct Program.

**Office of the Provost**

Spring Semester 1997

Charged by the Provost to interview 20 department heads to assess the commitment of the department to hiring women and minority faculty, as well as assess the current environment for women and minorities in the selected departments. Final summary report of interviews and recommendations submitted to Provost Faulkner. Six departments that would be assisted by the Office of the Provost for support in targeted hires.

**Office of the Vice Chancellor of Academic Affairs**

August 1990 – May 2000

Provided administrative support to the VCAA in working with department heads on faculty diversity and investigating sexual harassment complaints filed by faculty and academic professionals.

**Office of the Chancellor**

1986-1987

Chaired a campus-wide committee of faculty, staff and students to consider the addition of "sexual orientation" to the university's Non Discrimination Policy. The committee surveyed the other Big Ten schools, administered a campus climate survey for gay and lesbian faculty and academic staff, solicited campus opinions and issued a final report of the findings with the recommendation to add "sexual orientation" to the campus policy.

**RESEARCH**

"Sexually Stressful Events in a Selected Population of College Women" (1989)

"Knowledge and Attitude Change Following AIDS Education" (1985)

"Profile of Eating Disorders and Body Satisfaction in Sorority Women" (1984)

"Disabled Students Use of Student Health Centers to Meet Their Health Care Needs" (1981)

**COMMITTEES**

Served on numerous search committees and campus-wide committees including but not limited to Chancellor's Search Committee 1992-1993, Chancellor's Committee on Status of Women (Chair, 1986-1990), Chancellor's Committee on Harassment and Discrimination, McKinley Health Centers Executive Committee (first woman and non physician to be elected.)

**PROFESSIONAL AWARDS**

Betty Hembrough Award, Committee on the Status of Women, 1996

John P. McGovern Annual Award in Health Sciences, Ball State University, 1993

Dad's Association, Outstanding University of Illinois at Urbana-Champaign Staff Member, 1987

Student Affairs Division Outstanding Staff Member, 1987

**REFERENCES**

William Riley, Dean of Students and Associate Vice Chancellor of Student Affairs  
610 East John Street  
Champaign, Illinois 61820  
(217) 333-1300

Margaret O'Donahue Rawles, Associate Chancellor  
601 East John Street  
Champaign, Illinois 61801  
(217) 333-4523

James L. Wescoat Jr., Head Department of Landscape Architecture  
101 Temple Hoyne Buell Hall  
(217) 333-0176

Conflict of Interest Questionnaire

Pursuant to the purposes and intent of the conflict of interest policy adopted by the Governing Body of Champaign County Nursing Home requiring disclosure of certain interests, a copy of which has been furnished to me, I hereby state that I or members of my immediate family have the following affiliations or interests and have taken part in the following transactions that, when considered in conjunction with my position with or relation to Champaign County Nursing Home, might possibly constitute a conflict of interest.

(Check "None" where applicable.)

1. Outside Interests

Identify any interests, other than investments, held by you or a member of your immediate family, as described in the list of definitions accompanying this questionnaire.

None

2. Investments

List and describe all investments held by you or a member of your immediate family that might fall within the category of "material financial interest," as described in the list of definitions accompanying this questionnaire.

None

3. Outside Activities

Identify any outside activities, engaged in by you or a member of your immediate family, as described in the list of definitions accompanying this questionnaire.

None

4. Material Financial Interest

Identify whether you, your spouse, or any immediately family member living with you (a) is entitled to receive more than 7 ½% of the total distributable income under a contract with CCNH or (b) if you, together with your spouse and immediate family members living with you are entitled to receive more than 15% in the aggregate of the total distributable income under a contract with CCNH.

None



CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Carol A. Elliott

ADDRESS: 102 W. George Huff, Urbana IL 61801
Street City State Zip Code

EMAIL: Carol.township@gmail.com PHONE: 217-344-4907 (H) 217-384-4144 (W)

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Public Aid Committee (Appeals)

BEGINNING DATE OF TERM: 12/1/2010 ENDING DATE: 11/30/2012

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

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

I am currently the Supervisor of Cunningham Township and oversee administration of General Assistance welfare program. I have worked in the township office since 1980 and am very familiar with rules and regulations which govern General Assistance and other Public Aid programs

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

To ensure that proper procedures are followed and that appellants are provided due process

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

I have been a party to appeals as the Cunningham Township Supervisor and am aware of the County appeals procedure + Public Aid requirements

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes  No  If yes, please explain:

Could not serve on the committee for any appeals filed against Cunningham Township

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No  If no, please explain:

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



Signature

10/28/10

Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
PLEASE TYPE OR PRINT IN BLACK INK

NAME: James A. Rusk

ADDRESS: 607 E. Sangamon Rantoul, IL 61866  
Street City State Zip Code

EMAIL: rantoultownship1@aol.com PHONE: 217 621-4137  
 Check Box to Have Email Address Redacted on Public Documents

PARTY AFFILIATION: (Please check one)  Democrat  Republican  Other, please explain:

NAME OF APPOINTMENT BODY OR BOARD: Public Aid Com.

BEGINNING DATE OF TERM: Dec 1 2010 ENDING DATE: NOV 30 2010

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

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?  
Rantoul Twp Supervisor

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?  
open minded, listening to issues & decide fairly.

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

Serving 12 yrs in various government agencies

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes \_\_\_ No  If yes, please explain:

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No \_\_\_ If no, please explain:

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

RECEIVED

JUL 15 2010

CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

James A. Rush

Signature

7-13-10

Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Roger G. Armstrong

ADDRESS: 577 CR 1700 N. Champaign IL 61821  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: (217) 390-4063

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Drainage District #2 of the Town of Scott

BEGINNING DATE OF TERM: September 1, 2010 ENDING DATE: August 31, 2013

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

1. What experience and background do you have which you believe qualifies you for this appointment?  
I have been a continueing Commissioner for this drainage district since 1997.
2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?  
They are a political subdivision authorized to levy assessments for making drainage improvements, and/or maintaining the same, within its boundaries. The staff consists of 3 commissioners and their attorney. Though no fees have been paid to the commissioners in recent history, the commissioners may receive for their services a sum not to exceed \$30.00 per day.
3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)  
Yes \_\_\_\_\_ No  If yes, please explain:

**RECEIVED**  
OCT 15 2010  
CHAMPAIGN COUNTY  
ADMINISTRATIVE SERVICES

  
Signature  
Date: 10/14/10

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: John B. Heiser

ADDRESS: 458 6 Rd 3100 N. Fisher Illinois 61843  
Street City State Zip Code

EMAIL: jheiser@illicom.net PHONE: (217)897-1962  
 Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Nelson - Moore Fairfield Drainage  
District  
BEGINNING DATE OF TERM: 2011 ? ENDING DATE: 2014 ?

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

1. What experience and background do you have which you believe qualifies you for this appointment?

*I am a active farmer in this area for 35 years. I rent a farm that the drainage ditch runs through.*

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

*Limited knowledge on this district, but have worked with other districts, and I am willing to learn.*

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes  No  If yes, please explain:

*I do not own land in this drainage district.*

**RECEIVED**

OCT 14 2010

CHAMPAIGN COUNTY  
ADMINISTRATIVE SERVICES

Signature

Date:

John B. Heiser  
10/8/10

**VACANT POSITIONS LISTED ON DATA BASE  
NOVEMBER 9, 2010**

FUND	DEPT.	POSITION TITLE	HOURLY RATE	REGULAR ANNUAL HOURS	REGULAR ANNUAL SALARY	FY2010 ANNUAL HOURS	FY2010 ANNUAL SALARY
80	25	APPRAISER/ANALYST	\$16.01	1950	\$31,219.50	1957.5	\$31,339.58
80	36	ASSISTANT PUBLIC DEFENDER	\$23.50	1950	\$45,825.00	1957.5	\$46,001.25
80	36	ASSISTANT PUBLIC DEFENDER	\$23.50	1950	\$45,825.00	1957.5	\$46,001.25
80	40	DEPUTY SHERIFF--PATROL	\$20.82	2080	\$43,305.60	2088	\$43,472.16
80	40	DEPUTY SHERIFF--STREET CRIME	\$20.82	2080	\$43,305.60	2088	\$43,472.16
80	40	DEPUTY SHERIFF--INVESTIGATIONS	\$20.82	2080	\$43,305.60	2088	\$43,472.16
80	51	COURT SERVICES OFFICER	\$19.14	1950	\$37,323.00	1957.5	\$37,466.55
80	51	COURT SERVICES OFFICER	\$19.14	1950	\$37,323.00	1957.5	\$37,466.55
80	52	COURT SERVICES OFFICER	\$17.12	1950	\$33,384.00	1957.5	\$33,512.40
80	52	COURT SERVICES OFFICER	\$17.12	1950	\$33,384.00	1957.5	\$33,512.40
80	52	SENIOR COURT SERVICES OFFICER	\$19.17	1950	\$37,381.50	1957.5	\$37,525.28
80	71	PART-TIME CUSTODIAN	\$10.16	1040	\$10,566.40	1044	\$10,607.04
80	140	CLERK	\$11.51	1950	\$22,444.50	1957.5	\$22,530.83
80	140	DEPUTY SHERIFF--CORRECTIONS	\$18.30	2080	\$38,064.00	2088	\$38,210.40
80	140	LIEUTENANT - CORRECTIONS	\$35.13	2080	\$73,070.40	2088	\$73,351.44
80	140	MASTER CONTROL OFFICER	\$11.51	2080	\$23,940.80	2088	\$24,032.88
670	22	DEPUTY COUNTY CLERK	\$11.51	1040	\$11,970.40	1044	\$12,016.44
-- TOTAL --			\$315.28		\$611,638.30		\$613,990.76

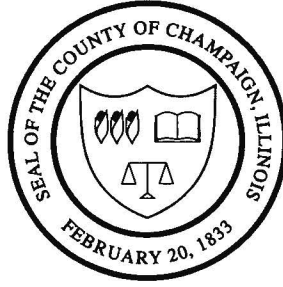
**C. Pius Weibel**

Chair

email: [cweibel@co.champaign.il.us](mailto:cweibel@co.champaign.il.us)

**Thomas E. Betz**

Vice-Chair



Brookens Administrative Center  
1776 East Washington Street  
Urbana, Illinois 61802  
Phone (217) 384-3772  
Fax (217) 384-3896

**Office of  
County Board  
Champaign County, Illinois**

**CHAMPAIGN COUNTY BOARD 2011 CALENDAR OF MEETINGS**

**ALL MEETINGS HELD IN THE LYLE SHIELDS MEETING ROOM,  
BROOKENS ADMINISTRATIVE CENTER,  
1776 EAST WASHINGTON, URBANA, IL**

January 11, 2011* - 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
January 18, 2011 - 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
January 27, 2011 - 7pm	COUNTY BOARD
<b>February 1, 2011 – 6pm</b>	<b><i>Reserved for County Board Study Session, if required</i></b>
February 8, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
February 15, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
February 24, 2011 – 7pm	COUNTY BOARD
<b>March 1, 2011 – 6pm</b>	<b><i>Reserved for County Board Study Session, if required</i></b>
March 8, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
March 15, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
March 24, 2011 – 7pm	COUNTY BOARD
<b>March 29, 2011 – 6pm</b>	<b><i>Reserved for County Board Study Session, if required</i></b>



April 7, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> ) ( <i>Meeting moved to Thursday to accommodate Election Day on April 5<sup>th</sup></i> )
April 12, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
April 21, 2011 – 7pm	COUNTY BOARD
<b>April 26, 2011 – 6pm</b>	<b><i>Reserved for County Board Study Session, if required</i></b>
May 3, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
May 10, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
May 19, 2011 – 7pm	COUNTY BOARD
<b>May 24, 2011 – 6pm</b>	<b><i>Reserved for County Board Study Session, if required</i></b>
June 7, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
June 14, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
June 23, 2011 – 7pm	COUNTY BOARD
<b>June 28, 2011 – 6pm</b>	<b><i>Reserved for County Board Study Session, if required</i></b>
July 5, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
July 12, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
July 21, 2011 – 7pm	COUNTY BOARD
<b>July 26, 2011 – 6pm</b>	<b><i>Reserved for County Board Study Session, if required</i></b>
August 2, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
August 9, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
August 18, 2011 – 7pm	COUNTY BOARD

<b>August 23, 2011 – 6pm</b>	<b>County Board FY2012 Legislative Budget Hearings</b>
<b>August 30, 2011 – 6pm</b>	<b>County Board FY2012 Legislative Budget Hearings</b>
September 6, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
September 13, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
September 22, 2011 – 7pm	COUNTY BOARD
<b>September 27, 2011 – 6pm</b>	<b>Reserved for County Board Study Session, if required</b>
October 4, 2011 – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
October 11, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
October 20, 2011 – 7pm	COUNTY BOARD
<b>October 25, 2011 – 6pm</b>	<b>Reserved for County Board Study Session, if required</b>
November 1, 2011** – 6pm	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
November 8, 2011 – 6pm	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
November 17, 2011 – 7pm	COUNTY BOARD
<b>November 29, 2011 – 6pm</b>	<b>Reserved for County Board Study Session, if required</b>
December 6, 2011	Committee of the Whole ( <i>Environment &amp; Land Use, Highway, County Facilities</i> )
December 13, 2011	Committee of the Whole ( <i>Policy, Personnel &amp; Appointments, Justice &amp; Social Services, Finance</i> )
December 22, 2011	COUNTY BOARD

**\*January schedule begins on Tuesday following Second Monday to accommodate preceding Christmas and New Year's Holidays**

**\*\*November schedule begins on First Tuesday, instead of Tuesday following First Monday to accommodate Thanksgiving Holiday**

*Recommendation 1*  
*Allow for an shortened application for renewals.*

Section 8.

B. Renewal Applications

A LIQUOR LICENSE may be renewed only by making an application ~~as required for an initial LICENSE~~ on a form prescribed by the COMMISSIONER. The expiration of a then-current LIQUOR LICENSE shall be extended only by a complete renewal application that is made at least than thirty (30) days before expiration.

*Recommendations 2 and 3*

*Remove the requirement for a certified check or money order.*  
*Remove the discounted fee for early submission of an application.*

Section 8.

C. Application Fee

Every APPLICANT for a LIQUOR LICENSE or for the renewal of an existing LIQUOR LICENSE shall pay an application fee ~~by certified check or money order payable to the "County of Champaign" or cash~~ at the time of filing such application. Application fees will be as follows:

Date of Application	Percentage of the Full Year Fee to be Paid
<del>April 1 through June 1 of the year in which the application is made</del>	<del>75%</del>
April 1 <del>June 1</del> through August 31	100%

*Recommendation 4*

*Do not require fingerprints for certain corporate officers and do require them for day to day managers*

E. Required Information and Documents.

(1) (b) Corporations

- (vii) ~~for all officers, managers, members, and directors of CORPORATION~~ at least one of the Chief Executive Officer, President, or Chairman of the Board, and all persons owning or controlling at least twenty five percent (25%) of the stock of the CORPORATION, the information requested of individual APPLICANTS under Section X.E(1)(a) above.

F. Fingerprints Required, Other than for Class E LICENSES

For all LICENSES other than Class E LICENSES, all persons for whom information is required under Section 8.E. 1.(a), 1(b)(vii) (where the , 1(c)(ii), or 1(d)(ii), or 3 must have their fingerprints taken by the Sheriff submitted to the Illinois State Police for a background check.

## BOARD OF REVIEW

Champaign County  
Illinois

Brookens Administrative Center  
1776 E. Washington  
Urbana, IL 61802



Telephone (217) 384-3758  
Fax (217) 384-3896

**To:** Champaign County Board  
**From:** Champaign County Board of Review  
**Date:** 11/3/2010  
**Re:** Board of Review report

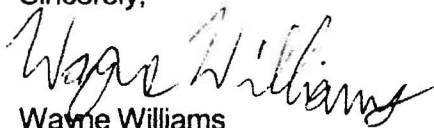
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The following is to provide further explanation for the information provided in this report. The Board of Review has 1,396 docketed complaints for the year 2010. That is a decrease from 2,442 complaints from 2009. For historical perspective in 2008 we had 1,433, and in 2007 we had 1,473. The numbers provided on the data sheet differ due to if we were to amend a decision program that produces the print out adds the amended decision to our complaint total.

I would like to add that the number of complaints in a particular township does not reflect on the individual Township Assessor. Many factors go into what causes people to file assessment complaints. Factors like the local market, unemployment, the overall economy, and reassessments all play a factor. A lot of township assessors did not do reassessments this year and as a result a lot of people did not get assessment notices. Without the notices people may not have known it was time to file a complaint. I have taken quite a few calls from people who were surprised their assessment did not go up this year and as a result decided not to complain.

This year we did not receive any complaints from Colfax, Crittenden, Kerr, and Stanton Townships. As of this report we have 382 complaints to take care of. We have several hearings scheduled, as well as PTAB appeals and exempt requests. If you have any further questions please call me in the office or email

Sincerely,



Wayne Williams  
Chairman, Champaign County Board of Review

2008 COMPLAINTS		2009 COMPLAINTS		2010 COMPLAINTS		11/3/2010
TWP	DOCKETED	TWP	DOCKETED	TWP	DOCKETED	
AYERS	4	AYERS	8	AYERS	8	
BROWN	9	BROWN	28	BROWN	20	
CHAMPAIGN	87	CHAMPAIGN	250	CHAMPAIGN	122	
COLFAX	0	COLFAX	1	COLFAX	0	
COMPROMISE	34	COMPROMISE	22	COMPROMISE	12	
CONDIT	4	CONDIT	10	CONDIT	9	
CRITTENDEN	0	CRITTENDEN	1	CRITTENDEN	0	
EAST BEND	5	EAST BEND	7	EAST BEND	1	
HARWOOD	15	HARWOOD	15	HARWOOD	9	
HENSLEY	8	HENSLEY	15	HENSLEY	11	
KERR	1	KERR	0	KERR	0	
LUDLOW	35	LUDLOW	142	LUDLOW	54	
MAHOMET	159	MAHOMET	197	MAHOMET	64	
NEWCOMB	14	NEWCOMB	10	NEWCOMB	11	
OGDEN	12	OGDEN	21	OGDEN	5	
PESOTUM	4	PESOTUM	5	PESOTUM	4	
PHILO	11	PHILO	14	PHILO	15	
RANTOUL	81	RANTOUL	144	RANTOUL	146	
RAYMOND	7	RAYMOND	3	RAYMOND	4	
SADORUS	13	SADORUS	8	SADORUS	4	
SCOTT	4	SCOTT	6	SCOTT	1	
SIDNEY	10	SIDNEY	7	SIDNEY	14	
SOMER	4	SOMER	16	SOMER	9	
SOUTH HOMER	12	SOUTH HOMER	16	SOUTH HOMER	9	
STANTON	2	STANTON	0	STANTON	0	
ST JOSEPH	18	ST JOSEPH	41	ST JOSEPH	31	
TOLONO	30	TOLONO	58	TOLONO	32	
URBANA	84	URBANA	72	URBANA	15	
CITY OF CHAMP41	199	CITY OF CHAMP41	268	CITY OF CHAMP41	139	
CITY OF CHAMP42	75	CITY OF CHAMP42	62	CITY OF CHAMP42	41	
CITY OF CHAMP43	91	CITY OF CHAMP43	125	CITY OF CHAMP43	73	
CITY OF CHAMP44	112	CITY OF CHAMP44	197	CITY OF CHAMP44	75	
CITY OF CHAMP45	142	CITY OF CHAMP45	196	CITY OF CHAMP45	125	
CITY OF CHAMP46	75	CITY OF CHAMP46	131	CITY OF CHAMP46	98	
CUNNINGHAM91	69	CUNNINGHAM91	112	CUNNINGHAM91	89	
CUNNINGHAM92	71	CUNNINGHAM92	146	CUNNINGHAM92	73	
CUNNINGHAM93	86	CUNNINGHAM93	159	CUNNINGHAM93	97	
TOTAL	1587	TOTAL	2513	TOTAL	1,420	

REQUEST FOR BUDGET AMENDMENT

BA NO. 10-00091

FUND 080 GENERAL CORPORATE

DEPARTMENT 023 RECORDER

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-023-522.50 PURCHASE DOCUMENT STAMPS	415,800	415,800	495,800	80,000
TOTALS	415,800	415,800	495,800	80,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-023-341.53 RENTAL HOUSNG SUPPORT FEE	300,000	300,000	420,000	120,000
TOTALS	300,000	300,000	420,000	120,000

**EXPLANATION:** TO COVER INCREASED REVENUE DUE TO LARGE SALES IN THE CAMPUS AREA

DATE SUBMITTED:

10-22-10

AUTHORIZED SIGNATURE

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

*Baker R. [Signature]*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:


REQUEST FOR BUDGET AMENDMENT

BA NO. 10-00092

FUND 080 GENERAL CORPORATE

DEPARTMENT 023 RECORDER

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-023-534.85 RENTAL HSG FEE REMITTANCE	259,200	258,950	293,950	35,000
TOTALS	259,200	258,950	293,950	35,000

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-023-341.53 RENTAL HOUSNG SUPPORT FEE	300,000	300,000	338,500	38,500
TOTALS	300,000	300,000	338,500	38,500

**EXPLANATION:** TO COVER MONIES USED TO PURCHASE ADDITIONAL DOCUMENT STAMPS.

DATE SUBMITTED:

**10-25-10**

AUTHORIZED SIGNATURE

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

*Suband Orosa*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:


FUND 109 DELINQ PREVENTN GRNT FUND DEPARTMENT 053 MENTAL HEALTH BOARD

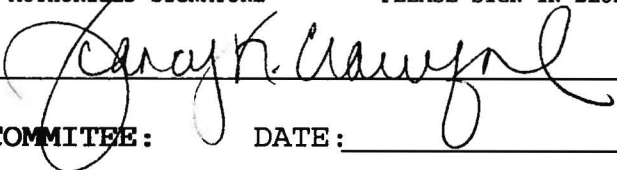
**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
109-053-533.92 CONTRIBUTIONS & GRANTS	216,084	216,084	224,895	8,811
TOTALS	216,084	216,084	224,895	8,811

**INCREASED REVENUE BUDGET:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
109-053-361.10 INVESTMENT INTEREST	0	0	650	650
TOTALS	0	0	650	650

**EXPLANATION:** ORIGINAL BUDGET DID NOT ALLOW FOR THE PLANNED EXPENDITURES FOR JJ QUARTER CENT FUNDED PROGRAMS. INVESTMENT INTEREST WILL OFFSET A SMALL PORTION OF THE BALANCE OF ALLOCATIONS. DUE TO THE SHORTFALL IN REVENUE, THE REMAINING BALANCE WILL BE PAID OUT OF THE MENTAL HEALTH FUND BALANCE.

DATE SUBMITTED: 11-2-10 AUTHORIZED SIGNATURE:  \*\* PLEASE SIGN IN BLUE INK \*\*

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




**FUND 105 CAPITAL ASSET REPLCMT FND DEPARTMENT 059 FACILITIES PLANNING**

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
105-059-544.47 1701 MAIN BLDG CONST/IMPR	0	263,535	277,685	14,150
TOTALS	0	263,535	277,685	14,150

**INCREASED REVENUE BUDGET:**

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

**EXPLANATION:** PURSUANT TO BIDS RECEIVED, THE TOTAL EXPENDITURE FOR THE ILEAS ROOF REPLACEMENT INCREASED OVER PRELIMINARY ESTIMATES.

DATE SUBMITTED:

10-20-2010

AUTHORIZED SIGNATURE

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

*Debra L. Bury*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:


FUND 091 ANIMAL CONTROL

DEPARTMENT 047 ANIMAL CONTROL

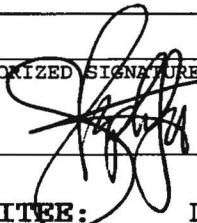
**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
091-047-513.07 IMRF-EARLY RETIREMT OBLIG	0	1,070	11,992	10,922
TOTALS	0	1,070	11,992	10,922

**INCREASED REVENUE BUDGET:**

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

**EXPLANATION:** ERI PAYMENT FOR FY2010

DATE SUBMITTED: 10-20-10 AUTHORIZED SIGNATURE:  \*\* PLEASE SIGN IN BLUE INK \*\*

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


FUND 091 ANIMAL CONTROL

DEPARTMENT 047 ANIMAL CONTROL

**INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
091-047-513.02 IMRF - EMPLOYER COST	22,489	21,419	24,019	2,600
TOTALS	22,489	21,419	24,019	2,600

**INCREASED REVENUE BUDGET:**

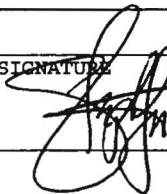
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

**EXPLANATION:** BUDGET AMENDMENT TO COVER COST OF IMRF

DATE SUBMITTED:

11-4-10

AUTHORIZED SIGNATURE



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

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:



**OFFICE OF THE PUBLIC DEFENDER**  
CHAMPAIGN COUNTY, ILLINOIS

Brendan McGinty  
Chair of the Finance Committee

October 21, 2010

Re: Request to waive the hiring freeze  
period

Dear Mr. McGinty:

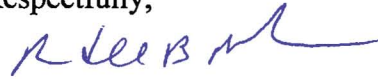
Pursuant to the Champaign County hiring freeze, I am required to wait three months to fill a vacant position unless I am given approval from the Finance Committee to fill the position earlier. I am asking for such permission at this time. Today, assistant public defender Carli Kierny told me she is resigning. Her last day in the office will be next Friday, October 29.

The request for the waiver is because an additional vacant position would have a devastating impact on our office's ability to represent clients and could potentially affect the entire criminal justice system. Last year, the office had 14 attorneys. Caseloads for that number of attorneys has been high for several years. Due to budgetary mandates, I was required to eliminate funding for a secretary position and an attorney position. I also had to eliminate most of my funding for an investigator. Attorneys are now forced to conduct most of their own investigations, leaving fewer attorneys to handle a larger caseload. In addition, one of my 13 attorneys (George Vargas) is on military leave. I have contracted with a local attorney (Diana Lenik) to cover Mr. Vargas' cases. Although Ms. Lenik's assistance is crucial, permanent attorneys have obligations within the office that she does not (such as arraignment court, bond court, etc). Even though we have 13 attorney positions, one of those attorneys is essentially doing only part of an attorney's work. For this past year, it is as if we are effectively working with 12 ½ attorneys.

The level of service with 12 ½ attorneys has been significantly compromised. I cannot fathom what only having 11 ½ attorneys, even for 3 months, would do to our ability to carry out our responsibilities. Although my staff works diligently and admirably, there are not enough hours in the day to get the work done at the level that our clients deserve. As I previously mentioned, morale in the office is low. It has nothing to do with the type of work, relationships among colleagues or my leadership, it all has to do with the crushing workload that my staff attorneys deal with on a daily basis.

I therefore am asking that the Finance Committee, at its next meeting on Nov. 9, 2010, waive the three month hiring freeze for assistant public defender Carli Kierny's attorney position. I understand the County's current fiscal challenges. However, I would not be performing my duties if I failed to bring the matter to your attention. If you have any questions or concerns, feel free to contact me at your convenience. Thank you.

Respectfully,




Randall Rosenbaum

**Thomas J. Difanis**  
CIRCUIT JUDGE  
COURTHOUSE  
101 East Main Street  
URBANA, ILLINOIS 61801-2772

SIXTH JUDICIAL CIRCUIT  
CHAMPAIGN COUNTY

TELEPHONE 384-3704  
AREA CODE 217

TO: C. Pius Weibel, Champaign County Board Chair  
Brendan McGinty, Champaign County Finance Committee Chair  
Deb Busey, County Administrator

FROM: Thomas J. Difanis, Presiding Judge 

DATE: October 21, 2010

RE: Public Defender Vacancy

On October 21, 2010, Carli Kierny, an assistant public defender, informed the Public Defender of her intent to resign at the end of October. This resignation will leave the Public Defender's Office unacceptably understaffed. As such, I am writing to support Mr. Rosenbaum's request for a waiver of the County's hiring freeze.

Given the Public Defender's current staffing level, it is simply not feasible to wait three months to fill a vacancy in this department. Mr. Rosenbaum was previously required to eliminate an attorney position and a support staff position in his department. In addition, the Public Defender has had to supplement his staff by contracting with a local attorney to cover a vacancy caused by a military deployment. Although this contract attorney can provide some services, she is not contracted to carry out all of the responsibilities expected of the rest of the staff.

It is my understanding that there will be a small level of savings even if Mr. Rosenbaum's request is granted. The replacement for Ms. Kierny will be hired at a lower salary than Ms. Kierny was making. This savings is not as significant as those that would be gained by a three month delay, but the replacement would still result in a savings to the County.

The Court Administrator, the Public Defender, the Director of Court Services, and I, (along with many other department heads and elected officials) have worked diligently to seek savings and take whatever measures are necessary to meet the County's budgetary requirements. Unfortunately, this is one area where the Courts cannot allow the County's fiscal difficulties to inhibit its ability to carry out the Constitutionally-mandated responsibility to provide legal representation for indigent defendants.

**Julia R. Rietz**  
State's Attorney



Courthouse  
101 East Main Street  
P. O. Box 785  
Urbana, Illinois 61801  
Phone (217) 384-3733  
Fax (217) 384-3816  
email: statesatty@co.champaign.il.us

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

October 20, 2010

Brendan McGinty  
Chair of Finance  
County Board Office  
Brookens Administrative Center  
1776 E. Washington Street  
Urbana, IL 61802

Re: Renewal of Victim Advocacy Grant FY2011

Dear Chair:

Enclosed for the Committee's consideration is a copy of our application for grant funding from the Prosecutor-Based Victim Assistance Services Program through the Illinois Criminal Justice Information Authority. Grant funds will be awarded for the 12-month period beginning October 1, 2010 – September 30, 2011. We are requesting continuation of the existing grant in the amount of \$34,525. Please note that this year's federal funding is an increase of 12% from last year's funding. The proceeds of this grant partially fund the salary of the Victim Advocacy Program Director of this office. The State's Attorney's Office first obtained this grant October 1, 1997.

Please find enclosed the Champaign County Application form for Grant Renewal, together with the required Financial Impact Statement.

This office respectfully requests that the Committee approve the Renewal of this grant and forward its recommendation to the County Board for approval.

Very truly yours,

A handwritten signature in blue ink, appearing to be "Julia R. Rietz".

Julia R. Rietz  
State's Attorney

Enclosure

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

Department: 041 - State's Attorney

Grant Funding Agency: Illinois Criminal Justice Information Authority

Amount of Grant: \$34,525

Begin/End Dates for Grant Period: October 1, 2010 - September 30, 2011

Additional Staffing to be Provided by Grant: 1

Application Deadline: October 22, 2010

Parent Committee Approval of Application: Finance

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

If renewal of existing grant, date grant was first obtained: October 1, 1997

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

If yes, please summarize the anticipated impact: \_\_\_\_\_

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

If yes, please summarize the anticipated space need: \_\_\_\_\_

Please check the following condition which applies to this grant application:

The activity or service provided can be terminated in the event the grant revenues are discontinued.

The activity should, or could be, assumed by County (or specific fund) general and recurring operating funds. Departments are encouraged to seek additional sources or revenue to support the services prior to expiration of grant funding.

This Grant Application Form must be accompanied by a Financial Impact Statement. (See back of form)

All staff positions supported by these grant funds will exist only for the term award of grant, unless specific action is taken by the County Board to extend the position.

DATE: October 20, 2010

SIGNED:   
Department Head

\*\*\*\*\*

**Notice of Award of Grant Received on**

Approved by Parent Committee: \_\_\_\_\_

Approved by County Board: \_\_\_\_\_

Approved by Grant Executive Committee: \_\_\_\_\_



**COUNTY OF CHAMPAIGN**  
**FINANCIAL IMPACT STATEMENT**

**Resolution/Ordinance \_\_\_\_\_**  
(circle one)

**Current Year Annual Expenditure Estimate:**

Number of Positions   1  

Personnel \$ 48,495 (Salary and Fringes)

Commodities: \$   0  

Contractual: \$   0  

Capital: \$   0  

**Long Term Expenditure Estimate:**

FY11 Remainder of estimated salary after federal revenue expended (\$366 County share)  
FY11 Estimated fringe benefits \$13,604

**Current Year Annual Revenue Estimate:**

\$34,525 (October 1, 2010 - September 30, 2011). This is a 12% increase in federal funding from last year.

**Long Term Revenue Estimate:**

\$34,525 (October 1 - September 30)

**Parent Committee Approval/Recommendation to County Board**

\_\_\_\_\_  
*Name of Parent Committee*

\_\_\_\_\_  
*Date*

## **Champaign County Nursing Home Facility Message**

To: Brendan McGinty, Deputy Chair of Finance  
Champaign County Board

From: Andrew Buffenbarger, Administrator

Re: IDOT van grant application

November 2, 2010

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The IDOT releases a grant each year to pay for handicap-accessible vans for organizations serving the elderly and disabled. Champaign County Nursing Home has successfully completed the application process and been awarded three wheelchair accessible vans over the last four years. We are preparing for the next grant application round and request your permission to participate in the application process scheduled for December, 2010.

The Champaign County Nursing Home and Adult Day Care use wheelchair accessible vans Monday through Friday to transport residents to physician appointments, attend local events, and assist clients to and from home. Our current fleet includes one minivan and four 12-passenger vans. Two of the large vans have in excess of 100,000 miles and require routine service. The IDOT grant request is for one new 12-passenger van to replace one of our older vehicles.

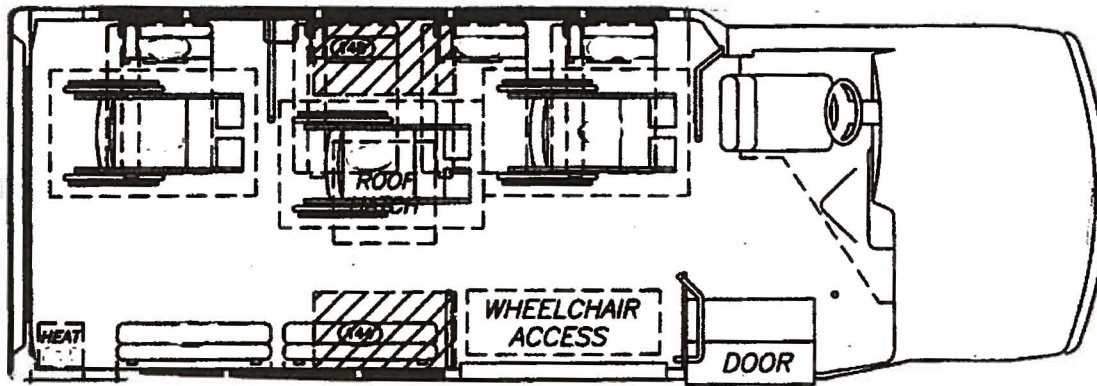
Vans equipped with a wheelchair lift are commonly priced from \$50,000-\$60,000. The van we are requesting has a market value of \$53,000. The grant covers the entire cost of the van, excluding title and registration. We anticipate the total cost of acquiring the van will be \$150.

The grant application is due in December, 2010. It will be reviewed in the Spring of 2011 and successful applicants should receive a van in the Fall of 2011. We look forward to participating again and appreciate your consideration of this request.

**REQUESTED ACTION:**

***The Committee of the Whole Finance recommends to the County Board approval of application for, and if awarded, acceptance of grant from the Illinois Department of Transportation for \$53,000 for one new 12-passenger van for the Champaign County Nursing Home.***

# 12- PASSENGER LIGHT DUTY PARATRANSIT VEHICLE



Attachment: A

Light Duty Paratransit Vehicle Sample Seating Diagram

# IDOT Paratransit Vehicle Specification Summary

## Light Duty Paratransit Vehicle

### **WHEELCHAIR/ SEATS PLANNED TO MAXIMIZE SAFE RIDERSHIP**

#### **General Description**

This vehicle is constructed on a prepared commercial cutaway van chassis, vehicle is 21.5 ft. in length, designed to permit 12 passenger seats, or up to three wheelchair locations with some seats. (Gasoline Engine Only). (see vehicle configuration below for details).

### **OPERATOR OF THIS VEHICLES DOES NOT REQUIRE COMMERCIAL DRIVER'S LICENSE (CDL).**

#### **Base Vehicle Configuration**

- Wheelchair/Mobility Aid Lift
- Seated Capacity Standard Vehicle:
- Transit quality padded vinyl upholstered seats.
- OEM six way power drivers seat
- Twelve (12) seated passengers, or
- Three (3) wheelchair/mobility aid secured locations w/ 4 passenger seats.
- Seat belts for each seated passenger
- Four point wheelchair restraint system

#### **General Specifications:**

- Length, Overall: 259 inches
- Wheelbase: 138 inches
- Width, Overall: 88 inches
- Height, Overall @ GVWR: 109 inches, with roof hatch closed
- Aisle Width: 19 inches
- Interior Headroom: 75 inches

#### **Engine:**

- Gasoline fueled, 255 HP 5.4L with block heater
- 10 to 12 MPG, estimated

#### **Transmission:**

- Fully automatic 4 speed with overdrive

#### **Electrical System:**

- Heavy duty dual battery system
- High output alternator
- Driver operated electric front transit type passenger door

#### **Other Base Options:**

- Power Steering
- Power Brakes
- Fuel Tank, 37 Gallon Minimum
- Rubber Shear Spring Rear Suspension
- Climate Control, HVAC
- Front and rear high capacity A/C and heater
- Roof ventilator/Emergency escape hatch

#### **Radio:**

- No provisions for user-provided and installed two-way mobile radio
- AM/FM OEM Radio w/CD or Cassette

#### **Safety Equipment:**

- First aid kit
- 5 lb. fire extinguisher
- ICC triangles (Flare Kit)
- Rear emergency exit
- Remote & Electric Heated Side mirrors
- Tinted Glass

#### **Vehicle Colors:**

- Exterior: Standard OEM white
- Seats: Gray transit vinyl
- Floor: Dark Gray
- Ceiling: White

#### **Warranty:**

- 3 Years/ 36,000 miles
- 5 Years/ 100,000 miles power train

### **Vehicle Options included in IDOT Vehicles**

- Rubber shear spring rear suspension
- Rear help bumper
- Electrically powered front door (with outside key operated control switch)
- Remote operation and electrically heated exterior mirrors

Applicant Name  
 Applicant Name

**ESTIMATED PROJECT BUDGET  
 MUST BE COMPLETED BY ALL APPLICANTS**

<b>G. Estimated CVP Budget</b>							
Vehicle Type	Capacity (Approx.)	Requested Number of Units			Line Total (a)+(b)+(c )  (d)	Estimated Unit Cost  (e)	Estimated Total Cost Line Total x Unit Cost  (d) x (e)
		Replace- ment  (a)	Expansion  (b)	New  (c)			
Mini-Van Paratransit (w/ ramp) MV	6 pass.					\$35,000	\$
Light Duty Paratransit Vehicle (w/lift) LD	12 pass.					\$53,000	\$
Medium Duty Paratransit Vehicle (w/lift) MD	14 pass.					\$59,000	\$
Super Medium Duty Para- Transit Vehicle (w/lift) SMD	22 pass.					\$95,000	\$

**Total CVP Request: \$ \_\_\_\_\_**

**Comments:**

RESOLUTION NO.

RESOLUTION AUTHORIZING RENEWAL OF A LOAN FROM THE GENERAL CORPORATE FUND TO THE NURSING HOME FUND

WHEREAS, The Nursing Home needs to renew a loan of \$333,142 for a period not to exceed one additional year to cover cash flow needs; and

WHEREAS, The General Corporate Fund has access to adequate reserves to renew this loan; and

WHEREAS, The tax levy for the General Corporate Fund for FY2010 is \$7,673,171.06 and there are no outstanding tax anticipation warrants or notes;

NOW, THEREFORE, BE IT RESOLVED That pursuant to 55 ILCS 5/5-1006.5, 55 ILCS 5/5-1016, 55 ILCS 5/3-10014, and the authority recognized in Gates V. Sweiter, 347 Ill. 353, 179 NE 837 (1932), the Champaign County Board approves renewal of a loan of \$333,142 from the General Corporate Fund to the Nursing Home for a period not to exceed one additional year; and

BE IT FURTHER RESOLVED That the County Auditor and County Treasurer are hereby authorized and requested to document the renewal of this loan and to repay this loan within one year from the Nursing Home Fund.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 18<sup>th</sup> day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO.

AUTHORIZATION FOR LOAN TO THE GENERAL CORPORATE FUND FROM THE  
PUBLIC SAFETY SALES TAX FUND

WHEREAS, The General Corporate Fund may need a loan of up to \$1,657,573 for a period not to exceed twelve months to cover cash shortfalls; and

WHEREAS, The Public Safety Sales Tax Fund has adequate reserves to make this short-term loan; and

WHEREAS, The loan can be traced to public safety expenditures for the period of the loan, including but not limited to, salaries and operating expenses for the offices of the Sheriff and the State's Attorney; and

WHEREAS, The FY2011 tax levy for the General Corporate Fund is \$7,704,954 and there are no outstanding tax anticipation warrants or notes;

NOW, THEREFORE, BE IT RESOLVED That pursuant to 55 ILCS 5/5-1006.5, 55 ILCS 5/5-1016, 55 ILCS 5/3-10014, and the authority recognized in Gates V. Sweiter, 347 Ill. 353, 179 NE 837 (1932), the Champaign County Board approves a loan of up to \$1,657,573 from the Public Safety Sales Tax Fund to the General Corporate Fund for a period not to exceed twelve months; and

BE IT FURTHER RESOLVED That the County Auditor and County Treasurer are hereby authorized and requested to advance the above sum and to repay this advance within twelve months from the General Corporate Fund.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 18<sup>th</sup> day of November, A.D. 2010.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 7505

RESOLUTION TO APPROVE FY2011 PLAN FOR USE OF GENERAL CORPORATE FUND ONE-TIME REVENUES

WHEREAS, The Champaign County Board desires to prioritize how it will use one-time revenues that may become available in FY2011 and beyond; and

WHEREAS, The County Administrator's recommendation for the appropriation of one-time revenues as they become available to the General Corporate Fund in FY2011 is as follows:

1. The first \$1.8 million in one-time revenues shall be deposited in the General Corporate Fund to restore the General Corporate Fund balance goal of 12.5%.
2. The next \$200,000 in one-time revenues shall be transferred to the Tort Immunity Fund to cover shortfalls in the FY2011 budget resulting from the inability of the property tax revenue to grow to the level required to cover expenditures for the General Corporate Fund obligations for the self-funded insurance program.
3. Up to \$2 million in additional one-time revenues shall be transferred to the Capital Asset Replacement Fund for reserve funding of a Capital Improvement Plan for all county facilities, to be developed and documented in FY2011.

WHEREAS, The Finance Committee of the Whole recommends to the County Board that the FY2011 plan for use of General Corporate Fund one-time revenues as recommended by the County Administrator be adopted;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED By the County Board of Champaign County, Illinois that the FY2011 plan for the use of general Corporate Fund one-time revenues is adopted.

PRESENTED, ADOPTED, APPROVED, AND RECORDED This 20th day of October, 2009.

\_\_\_\_\_  
C. Pius Weibel, Chair  
County Board of Champaign County

ATTEST:

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



**ORDINANCE NO.**

**FY2011 ANNUAL TAX LEVY ORDINANCE**

**WHEREAS**, we the County Board of Champaign County, Illinois, have determined that for County purposes, it will be necessary to levy a tax in the total amount of \$27,492,979 on the real property and railroad property, in Champaign County, Illinois, for raising of monies for the several objects and purposes specified in the FY2011 Annual Budget and Appropriation Ordinance,

**NOW, THEREFORE, BE IT ORDAINED** that there is hereby levied a tax in the amount of \$7,704,954 for the County General Corporate purposes;

- \$ 105,236 for salaries and operating budget of the Board of Review
- \$ 524,292 for salaries of the County Clerk's Office
- \$1,011,227 for salaries and operating budget of the Circuit Court
- \$4,786,302 for salaries and operating budget of the Correctional Center
- \$ 639,183 for salaries and operating budget of the State's Attorney's Office
- \$ 629,214 for salaries and operating budget of the Public Defender's Office;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax in the amount of \$1,117,462 for the purpose of purchasing insurance against any loss or liability which may be imposed upon the County, in accordance with 745 ILCS 10/9-107, said \$1,117,462 is exclusive of and in addition to those sums heretofore levied; and

- \$467,462 levied for liability/property insurance/claims reserve
- \$650,000 levied for Worker Compensation and unemployment insurance/claims reserve;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$1,971,713 as the County Highway Tax, as provided in the Illinois Highway Code, being for the purpose of improving, repairing, maintaining, constructing, and reconstructing highways in this county required to be repaired, maintained, and constructed by the County in accordance with 605 ILCS 5/5-601, said sum raised to be placed in a separate fund known as the County Highway Fund, which \$1,971,713 is exclusive of and in addition to those sums heretofore levied; and

- \$1,638,035 levied for Highway Department employee salaries and fringe benefits
- \$ 333,678 levied for operating budget of Highway Department;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$988,646 as provided in the Illinois Highway Code, for the County Bridge Fund for expenditures payable from the County Bridge Fund and for the purpose of constructing and repairing bridges, culverts, drainage structures or grade separations, including approaches thereto, on public roads in the County, required to be so constructed and repaired by the County under the Illinois Highway Code, in accordance with 605 ILCS 5/5-602, said sum of \$988,646 being exclusive of and in addition to those sums heretofore levied; and

- \$988,646 levied for bridges, culverts and engineering fees;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$3,660,055 for the purpose of providing community mental health facilities and services in Champaign County, pursuant to an election held November 7, 1972, authorizing a levy of a tax not to exceed 10 percent of the full assessed valuation, and amendments to the Community Mental Health Act, 405 ILCS 20/4, authorizing an increase to the maximum levy of tax not to exceed .15 percent of the full assessed valuation, said sum shall be placed into a special fund in the Champaign County Treasury to be designated as the “Community Mental Health Fund” and shall be used only for the purpose specified in the Illinois Compiled Statutes; said sum of \$3,660,055 is exclusive of and in addition to those sums heretofore levied; and

\$ 436,089 levied for Mental Health Board employee salaries and fringe benefits  
\$3,207,291 levied for Mental Health grants to service providers  
\$ 16,675 levied for Mental Health Board facility/office rental;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$3,058,554 in accordance with an act entitled Illinois Municipal Retirement Fund Act, as amended, 40 ILCS 5/7-171, and being for the purpose of making county contributions to said Illinois Municipal Retirement Fund as required by law, said \$3,058,554 being exclusive of and in addition to those sums heretofore levied; and

\$3,058,554 levied for General Corporate Employer Retirement Costs;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$1,466,594 for the purpose of participation in the Federal Social Security Insurance Program and Federal Medicare Program, in accordance with 40 ILCS 5/21-110 to 5/21-110.1, said \$1,466,594 is exclusive of and in addition to those sums heretofore levied; and

\$1,466,594 levied for General Corporate Employer Social Security and Medicare.

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$7,328 for the purpose of providing funds to pay expenses in the construction and maintenance of highways in the federal aid network or County highway network in accordance with 605 ILCS 5/5-603, and said sum of \$7,328 shall be placed in a separate fund known as the Matching Fund and is exclusive of and in addition to those sums heretofore levied; and

\$7,328 levied for road improvement match funds;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$399,056 for the purpose of the County’s share of the Cooperative Extension service programs, in accordance with 505 ILCS 45/8, said \$399,056 is exclusive of and in addition to those sums heretofore levied; and

\$399,056 levied for Cooperative Extension Education Programs;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$930,608 for the purpose of the County Health Fund in accordance with 70 ILCS 905/15 and 55 ILCS 5/5-25010 to 5-25011, said \$930,608 shall be held in a separate fund known as the County

Health Fund and is exclusive of and in addition to those sums heretofore levied; and

\$392,996 levied for public health services in Champaign County outside of Champaign-Urbana

\$537,612 levied for rebate to the Champaign-Urbana Public Health District;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$1,007,548 for the purpose of the County Nursing Home Fund in accordance with 55 ILCS 5/5-21001, said \$1,007,548 shall be held in a separate fund known as the Champaign County Nursing Home Fund, and is exclusive of and in addition to those sums heretofore levied; and

\$1,007,548 levied for Nursing Home employee salaries and fringe benefits.

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$1,594,722 for the purpose of paying the principal and interest due on Nursing Home Construction Bonds dated February 26, 2003, issued pursuant to County Board Resolution No. 4644 adopted February 6, 2003, said sum of \$1,594,722 is exclusive of and in addition to those sums heretofore levied; and

\$1,594,722 levied for bond principal/interest payments;

**BE IT FURTHER ORDAINED** that there is hereby levied a tax, in the amount of \$3,585,739 for the purpose of providing facilities or services for the benefit of residents in Champaign County who are mentally retarded or under a developmental disability and who are not eligible to participate in any such program conducted under Article 14 of the School Code, pursuant to an election held November 2, 2004, authorizing a levy of a tax not to exceed .1 percent of the full assessed valuation, said sum shall be placed into a special fund in the Champaign County Treasury to be designated as the "Fund for Persons With a Developmental Disability" and shall be used only for the purpose specified in 55 ILCS 105; said sum of \$3,585,739 is exclusive of and in addition to those sums heretofore levied; and

\$3,251,557 levied for grants to service providers

\$ 334,182 levied for professional services in administering grants;

**BE IT FURTHER ORDAINED** that the sums heretofore levied in the total amount of \$27,492,979 be raised by taxation upon property in this County and the County Clerk of Champaign County is hereby ordered to compute and extend upon the proper books of the County Collector for the said year, the sums heretofore levied for so much thereof as will not in the aggregate exceed the limit established by law on the assessed valuation as equalized for the year 2010.

**PRESENTED, PASSED, APPROVED and RECORDED** by the County Board of Champaign County, Illinois, at the recessed September, A.D. 2010 session.

Dated this 18<sup>th</sup> day of November, A.D. 2010.

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C. Pius Weibel, Chair  
Champaign County Board

**AYE \_\_\_ NAY \_\_\_ ABSENT**

ATTEST:

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Mark Shelden, County Clerk & ex-officio  
Clerk of the Champaign County Board

## **ORDINANCE NO.**

### **FY2011 ANNUAL BUDGET AND APPROPRIATION ORDINANCE**

**WHEREAS**, the Finance Committee of the Whole of the County Board of Champaign County, Illinois, has considered and determined the amounts of monies estimated and deemed necessary expenses to be incurred by and against the County of Champaign, State of Illinois, within and for the fiscal year beginning December 1, 2010 and ending November 30, 2011, and has further proposed County expenditures in the attached recommended Budget; and

**WHEREAS**, pursuant to 55 ILCS 5/6-1002, the attached recommended Budget includes the following:

- a. A statement of the receipts and payments and a statement of the revenues and expenditures of the fiscal year last ended.
- b. A statement of all monies in the county treasury or in any funds thereof, unexpended at the termination of the fiscal year last ended, of all amounts due or accruing to such county, and of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year.
- c. Estimates of all probable income for the current fiscal year and for the ensuing fiscal year covered by the budget, specifying separately for each of said years the estimated income from taxes, from fees, and from all other sources. The estimated income from fees shall indicate both the estimated total receipts from fees by county fee officers and the estimated net receipts from fees to be paid into the county treasury.
- d. A detailed statement showing estimates of expenditures for the current fiscal year, revised to the date of such estimate, and, separately, the proposed expenditures for the ensuing fiscal year for which the budget is prepared. Said revised estimates and proposed expenditures shall show the amounts for current expenses and capital outlay, shall specify the several objects and purposes of each item of current expenses, and shall include for each of said years all floating indebtedness as of the beginning of the year, the amount of funded debt maturing during the year, the interest accruing on both floating and funded debt, and all charges fixed or imposed upon counties by law.
- e. A schedule of proposed appropriations itemized as provided for proposed expenditures included in the schedule prepared in accordance with the provisions of paragraph (d) hereof, as approved by the county board.

**WHEREAS**, the level of appropriation for each fund and department is defined by the amount as listed with the following exceptions: the legal level of control in all departments (except the Regional Planning Commission) is by category, Personnel and Non-Personnel, for each department or group of departments within the same fund and headed by the same administrator. Transfers between any line items in the Personnel category and transfers between any line items in the Non-Personnel category, in the same department or group of departments headed by the same administrator within the same fund, may be made by notifying the County Auditor on forms provided by the Auditor. Transfers between the Personnel and Non-Personnel categories, as well as transfers between different departments headed by different administrators may be made only with the approval of a 2/3 vote of the full County Board; and

**WHEREAS**, the Regional Planning Commission’s legal level of budgetary control is by fund. Transfers between any line items in the same department or group of departments within the same fund may be made by notifying the county Auditor on standardized forms;

**NOW, THEREFORE, BE IT ORDAINED** by the Champaign County Board that the attached recommended Budget is hereby adopted as the Annual Budget and Appropriation Ordinance of Champaign County for the fiscal year beginning December 1, 2010 and ending November 30, 2011.

**PRESENTED, PASSED, APPROVED, AND RECORDED** by the County Board of Champaign County, Illinois, at the recessed September, A.D. 2010 session.

Dated this 18<sup>th</sup> day of November, A.D. 2010.

---

C. Pius Weibel, Chair  
Champaign County Board

AYE \_\_\_\_ NAY \_\_\_\_ ABSENT \_\_\_\_

ATTEST:

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Mark Shelden, County Clerk & ex-officio  
Clerk of the Champaign County Board

October 28, 2010

VIA EMAIL

Cameron Moore  
Champaign County Regional Planning Commission

Dear Mr. Moore:

On behalf of the Illinois Finance Authority (the "Authority"), we thank you and the County Board of Champaign County for consideration of your pending action concerning the transfer of Recovery Zone Facility Bonds ("the Bonds"). As you are aware, the allocation for these obligations expires by the end of calendar year 2010.

The transfer of the Bonds by the County will assist the State of Illinois in promoting job retention and creation throughout the State. The Authority has currently identified one or more projects in the State which are scheduled to close before the sunset of the Bonds.

In connection with the upcoming meeting of the Governing Body, we have prepared and attached a form of resolution transferring the remaining bond allocations.

Please note in the body of the resolution the appropriate date when your legislative body convenes is left blank for your scheduling convenience, and therefore will need to be added. You may contact me at (312) 651-1320 or via e-mail at [bcournane@il-fa.com](mailto:bcournane@il-fa.com) if you have any questions or concerns.

I look forward to working with you and thank you for your support in this matter.

Sincerely,

Brendan M. Cournane  
General Counsel

ENCLOSURES:  
Resolution

Cc: Christopher B. Meister  
Brad R. Fletcher

RESOLUTION NO. \_\_\_\_

RESOLUTION OF THE COUNTY BOARD OF THE COUNTY OF  
CHAMPAIGN, ILLINOIS, REALLOCATING RECOVERY ZONE FACILITY  
BOND ALLOCATION TO THE ILLINOIS FINANCE AUTHORITY

**WHEREAS**, Section 1401 of Title I of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 Stat. 115 2009 (“ARRA”) authorizes state and local governments to issue Recovery Zone Facility Bonds; and

**WHEREAS**, Recovery Zone Facility Bonds may be use to finance certain “recovery zone property,” as such term is defined in ARRA; and

**WHEREAS**, the term “Recovery Zone” means: (1) any area designated by the issuer as having significant poverty, unemployment, rate of home foreclosures or general distress; (2) any area designated by the issuer as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990, and (3) any area for which a designation as an empowerment zone or renewal community is in effect as of the effective date of ARRA, which effective date is February 17, 2009; and

**WHEREAS**, Recovery Zone Facility Bonds must be issued before January 1, 2011; and

**WHEREAS**, the County of Champaign, Illinois (the “County”), received the following allocation for calendar year 2010 for Recovery Zone Facility Bonds from the federal government: \$3,523,000; and

**WHEREAS**, the County has not used the following portion of such recovery zone facility bond allocation (the “Remaining Volume Cap”): \$3,523,000; and may allocate the Remaining Volume Cap in any reasonable manner as the County Board of the County (the “Governing Body”) shall determine in good faith at its discretion for use for eligible costs of recovery zone property ; and



**WHEREAS**, the Governing Body has determined that it is in the best interest of the residents of the County and the residents of the State of Illinois to reallocate and waive the Remaining Volume Cap to the Illinois Finance Authority (the “Authority”), as designee of the State of Illinois, in accordance with the provisions of 20 ILCS 3501/825-105 (the “Act”) to be applied toward the issuance of recovery zone facility bonds (the “Bonds”) by the Authority to finance eligible costs of recovery zone property; and

**WHEREAS**, this matter was discussed at the \_\_\_\_\_, 2010, meeting of the Governing Body and recommended to the full County Board for approval;

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN THAT** the Chairman and Board of the County hereby reallocates and waives the Remaining Volume Cap to the Authority to be used for the purposes described herein, and the adoption of this Resolution shall be deemed to be an allocation of such Remaining Volume Cap to the issuance of the Bonds; and

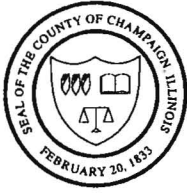
**BE IT FURTHER RESOLVED THAT**, the transfer by the Chairman and Governing Body of the Remaining Facility Volume Cap is contingent upon the payment to the County of a fee equal to .15% of the amount transferred and used for the issuance of the Bonds, payment being conditioned upon and due concurrently with, the issuance of the Bonds and such fee to be paid by the borrower of the proceeds of the Bonds or its successors, assigns or related persons and not from the Authority;

**BE IT FURTHER RESOLVED THAT**, the Chairman and Board of the County hereby represent that the Governing Body has taken no action or issued bonds which would abrogate, diminish or impair its ability to fulfill the written agreement, covenants and undertakings on its part under this Resolution; and

**BE IT FURTHER RESOLVED THAT**, the Chairman of the County Board is authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Resolution, which may include a representation on behalf of the County that the Remaining Volume Cap reallocated hereby has not been used and is available for reallocation under ARRA and the Act; and

**BE IT FURTHER RESOLVED THAT** this Resolution shall be effective immediately upon adoption.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

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

ADMINISTRATIVE SUPPORT  
INFORMATION TECHNOLOGY  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

### MEMORANDUM

**TO:** Brendan McGinty, Deputy Chair-Finance and MEMBERS OF THE COUNTY BOARD

**FROM:** Deb Busey, County Administrator *Deb*

**DATE:** November 4, 2010

**RE:** ISSUANCE OF GENERAL OBLIGATION LIMITED TAX DEBT CERTIFICATES

I am writing to provide to you complete information regarding the General Obligation Limited Tax Debt Certificates, Series 2010A, for which you are considering an Ordinance to Issue at your November 9<sup>th</sup> Meeting. The full amount of issue includes the following:

Contract with Roessler for Design/Build Construction:	\$1,355,005
East Campus Build-Out as outlined in Memorandum to County Facilities:	\$ 590,717
Cost of Bond Issuance:	\$ 47,270
<b>TOTAL ISSUE:</b>	<b>\$1,992,993</b>

I am also recommending that the County issue these bonds to be repaid over a 15-year period. The anticipated interest rate for a 15-year issuance is 3.74% - which will generate an annual payment of approximately \$176,008. Currently, the County budgets approximately \$120,000 for the lease of the Gill Building which will be terminated as a result of the construction of the new facility at 202 Art Bartell Drive. The County has also engaged in two new leases in the last year that generate new revenue to offset the cost of the bond issue in the amount of \$59,489 annually. If the County adopted a 20-year amortization schedule for this debt, the anticipated interest rate would be 4.21%, and the annual payment would be approximately \$149,388. The difference in interest paid by the County between the two different amortization schedules would be a total of \$347,629 more with the 20-year schedule. The following table depicts this information:

	<b>15 Year Bonds</b>	<b>20 Year Bonds</b>
<b>Amount of Issue</b>	\$1,992,993	\$1,992,993
Anticipated Interest Rate	4.21%	3.74%
Average Annual Payment	\$176,008	\$149,388
Total Interest over Term of Issue	\$647,134	\$994,763

**RECOMMENDED ACTION**

**The Finance Committee of the Whole recommends to the County Board approval of The Ordinance Authorizing the Issuance of General Obligation (Limited Tax) Debt Certificates, Series 2010A, to Finance County Facilities for the County of Champaign, Illinois, said issue to be in the total amount of \$1,992,993 to be amortized over a 15 year period.**

Thank you for your consideration of this issue. If you have questions or concerns, please feel free to contact me.

**Champaign County Treasurer  
Monthly Financial Report  
October 2010**

**Champaign County Committee of the Whole  
November 9, 2010**

<b>Champaign County Treasurer's Fund Balance Report:</b>				
<b>Daniel J. Welch, Champaign County Treasurer</b>				<b>Page 1</b>
<b>October 31, 2010</b>	<b>Fund</b>	<b>Certificate of</b>	<b>Cash</b>	<b>Illinois Funds</b>
<b>Fund Name</b>	<b>Balance</b>	<b>Deposit</b>		<b>(Incl. in Cash)</b>
070-Nursing Home Construction	\$0.00	\$0.00	\$0.00	Combined Construction
071 - Jail Bond Debt Service	\$0.00	\$0.00	\$0.00	Combined Trust & Agency
074-Nursing Home Bond Debt Service	\$1,667,232.46	\$330,000.00	\$1,337,232.46	Combined Trust & Agency
075 - Regional Planning Commission	\$422,642.64	\$0.00	\$422,642.64	Combined RPC
076 - Tort Immunity	(\$499,681.02)	\$0.00	(\$499,681.02)	Combined Trust & Agency
080 - General Corporate	\$4,172,109.89	\$0.00	\$4,172,109.89	Combined Gen Corp
081 - Nursing Home (Enterprise)	\$724,350.70	\$0.00	\$724,350.70	\$621,933.90
083 - County Highway	\$415,129.12	\$0.00	\$415,129.12	Combined Highway
084 - County Bridge	\$1,575,249.37	\$0.00	\$1,575,249.37	Combined Highway
085 - County Motor Fuel	\$5,711,759.09	\$0.00	\$5,711,759.09	Combined Highway
086 - Township Motor Fuel	\$867,148.28	\$0.00	\$867,148.28	Combined Highway
087 - Township Bridge	\$330,828.15	\$0.00	\$330,828.15	Combined Highway
088 - I.M.R.F.	\$1,134,803.34	\$388,000.00	\$746,803.34	Combined Trust & Agency
089 - Public Health	\$382,483.44	\$0.00	\$382,483.44	Combined Trust & Agency
090 - Mental Health	\$1,920,712.35	\$0.00	\$1,920,712.35	Combined Trust & Agency
091 - Animal Control	\$18,461.73	\$0.00	\$18,461.73	Combined Trust & Agency
092 - Law Library	\$115,092.45	\$0.00	\$115,092.45	Combined Trust & Agency
094 - Payroll	\$0.00	\$0.00	\$0.00	N/A
095 - Inheritance	\$1,157.34	\$0.00	\$1,157.34	Combined Trust & Agency
097 - Estate	\$30,708.18	\$0.00	\$30,708.18	Combined Trust & Agency
098 - Accounts Payable	\$0.00	\$0.00	\$0.00	N/A
103 - Highway Federal Matching	\$342,386.79	\$0.00	\$342,386.79	Combined Highway
104 - Head Start	\$816,705.35	\$0.00	\$816,705.35	Combined RPC
105 - Capital Equipment Replacement	\$895,411.83	\$0.00	\$895,411.83	Combined Gen Corp
106 - Public Safety Sales Tax	\$1,792,907.17	\$734,000.00	\$1,058,907.17	Combined Trust & Agency

<b>Champaign County Treasurer's Fund Balance Report:</b>				
<b>Daniel J. Welch, Champaign County Treasurer</b>				<b>Page 2</b>
<b>October 31, 2010</b>	<b>Fund</b>	<b>Certificate of</b>	<b>Cash</b>	<b>Illinois Funds</b>
<b>Fund Name</b>	<b>Balance</b>	<b>Deposit</b>		<b>(Incl. In Cash)</b>
107 - Geographic Information System	\$323,844.27	\$0.00	\$323,844.27	Combined Trust & Agency
108 Developmental Disability	\$1,410,385.67	\$0.00	\$1,410,385.67	Combined Trust & Agency
109 Delinquency Prevention Grant	\$142,024.96	\$0.00	\$142,024.96	Combined Trust & Agency
188 - Social Security	\$521,733.27	\$0.00	\$521,733.27	Combined Trust & Agency
303 - Court Complex Construction	\$1,040,704.73	\$0.00	\$1,040,704.73	Combined Construction
304 - Highway Facility Construction	\$155,018.25	\$0.00	\$155,018.25	Combined Construction
350 - Highway Bond Debt Service	\$74,949.32	\$0.00	\$74,949.32	Combined Trust & Agency
474 - RPC / USDA Loan	\$250,104.82	\$0.00	\$250,104.82	N/A
475 - R.P.C. Economic Development Loans	\$740,610.27	\$0.00	\$740,610.27	Combined RPC
476 - Self-Funded Insurance	\$1,907,965.33	\$0.00	\$1,907,965.33	Combined Trust & Agency
610 - Working Cash	\$379,533.45	\$0.00	\$379,533.45	Combined Trust & Agency
611 - Co. Clerk Death Certificate Surcharge	\$0.00	\$0.00	\$0.00	Combined Trust & Agency
612 - Sheriff Drug Forfeitures	\$81,783.27	\$0.00	\$81,783.27	Combined Trust & Agency
613 - Court's Automation	\$295,889.38	\$0.00	\$295,889.38	Combined Trust & Agency
614 - Recorder's Automation	\$373,062.25	\$0.00	\$373,062.25	Combined Trust & Agency
617 - Child Support Service	\$538,669.40	\$0.00	\$538,669.40	Combined Trust & Agency
618 - Probation Services	\$434,643.65	\$0.00	\$434,643.65	Combined Trust & Agency
619 - Tax Sale Automation	\$53,752.57	\$0.00	\$53,752.57	Combined Trust & Agency
620 - Health-Hospital Insurance	\$142,835.08	\$0.00	\$142,835.08	Combined Trust & Agency
621 - State Attorney Drug Forfeiture	\$16,820.78	\$0.00	\$16,820.78	Combined Trust & Agency
627 - Property Tax Interest Fee	\$172,106.29	\$0.00	\$172,106.29	Combined Trust & Agency
628 - Election Assistance / Accessibility	\$66,276.33	\$0.00	\$66,276.33	Combined Trust & Agency
629 - Courthouse Museum	\$1,290.06	\$0.00	\$1,290.06	Combined Trust & Agency
630 - Circuit Clerk Administration	\$95,943.93	\$0.00	\$95,943.93	Combined Trust & Agency
641 - Access Initiative Grant	\$771,397.56	\$0.00	\$771,397.56	Combined Trust & Agency
658 - Jail Commissary	\$296,850.41	\$0.00	\$296,850.41	Combined Trust & Agency
659 - Arrestee's Medical Costs	\$69,206.07	\$0.00	\$69,206.07	Combined Trust & Agency

<b>Champaign County Treasurer's Fund Balance Report:</b>					
<b>Daniel J. Welch, Champaign County Treasurer</b>			<b>Page 3</b>		
<b>October 31, 2010</b>		<b>Fund</b>	<b>Certificate of</b>	<b>Cash</b>	<b>Illinois Funds</b>
<b>Fund Name</b>		<b>Balance</b>	<b>Deposit</b>		<b>(Incl. in Cash)</b>
667 - Property Condemns	\$44,633.66	\$0.00	\$44,633.66	Combined Trust & Agency	
670 - County Clerk Automation	\$27,784.31	\$0.00	\$27,784.31	Combined Trust & Agency	
671 - Court Document Storage	\$382,489.23	\$0.00	\$382,489.23	Combined Trust & Agency	
675 - Victim Advocacy Grant	(\$1,252.18)	\$0.00	(\$1,252.18)	Combined Trust & Agency	
676 - Solid Waste Management	\$66,438.50	\$0.00	\$66,438.50	Combined Trust & Agency	
677 - Juvenile Intervention Services	\$12,485.70	\$0.00	\$12,485.70	Combined Trust & Agency	
679 - Child Advocacy Center	\$15,352.19	\$0.00	\$15,352.19	Combined Trust & Agency	
681 - Juvenile Information Sharing Grant	\$3,198.16	\$0.00	\$3,198.16	Combined Trust & Agency	
685 - Drug Court Program Gmt.	\$52,278.45	\$0.00	\$52,278.45	Combined Trust & Agency	
699 - Garnishments	\$339.13	\$0.00	\$339.13	Combined Trust & Agency	
850 - GIS Joint Venture	\$153,688.58	\$0.00	\$153,688.58	Combined RPC	
<b>General Corporate Combined IFunds</b>				<b>\$2,773,883.77</b>	
<b>R.P.C. Combined IFunds</b>				<b>\$1,919,303.54</b>	
<b>Highway Combined IFunds</b>				<b>\$9,223,337.01</b>	
<b>Construction Combined IFunds</b>				<b>\$1,175,201.98</b>	
<b>Trust &amp; Agency Combined IFunds</b>				<b>\$2,347,438.29</b>	
<b>Grand Totals</b>	<b>\$33,952,435.75</b>	<b>\$1,452,000.00</b>	<b>\$32,500,435.75</b>	<b>\$18,961,098.49</b>	





**Monthly Portfolio Management Summary**

**October 2010**

Daniel J. Welch-Champaign County Treasurer

Investment Type	# Accounts	Amount	% of Portfolio	
Certificates of Deposit	4	\$1,452,000.00	4.28%	
Bank Accounts	9	\$14,439,337.26	42.53%	
Illinois Funds Investment Pool	6	\$18,061,098.49	53.20%	
<b>Totals</b>		<b>\$33,952,435.75</b>	<b>100.00%</b>	
<b>Certificates of Deposit:</b>	<b># CD's</b>	<b>Avg. Rate</b>	<b>Amount</b>	<b>Avg. Term</b>
Current Month Purchases	0	0.000%	\$0.00	0
Portfolio	4	0.650%	\$1,452,000.00	145
<b>Investment Aging Report - Days</b>	<b># CD's</b>	<b>Amount</b>	<b>% of Portfolio</b>	
1 - 30	0	\$0.00	0.00%	
31 - 60	0	\$0.00	0.00%	
61 - 90	0	\$0.00	0.00%	
91 - 180	4	\$1,452,000.00	100.00%	
181+	0	\$0.00	0.00%	
<b>Totals</b>	<b>4</b>	<b>\$1,452,000.00</b>	<b>100.00%</b>	

**Illinois Funds Average Daily Yield:**

	October 2010	October 2009
Money Market Fund	0.159%	0.093%

Champaign County Treasurer Outstanding Investments - October 2010								Calculation	
Daniel J. Welch-Champaign County Treasurer								Of Interest	
#	Dept.	Purchased	Bank	Account Number	Due	Rate	Amount	10/31/2010 Term	Earnings
1	074	07/30/2010	FreeStar	CD# 30186	11/29/2010	0.650%	\$141,000.00	122	\$306.34
2	074	07/30/2010	FreeStar	CD# 30187	12/29/2010	0.650%	\$189,000.00	152	\$511.59
3	088	07/30/2010	FreeStar	CD# 30188	12/29/2010	0.650%	\$388,000.00	152	\$1,050.26
4	106	07/30/2010	FreeStar	CD# 30189	12/29/2010	0.650%	\$734,000.00	152	\$1,986.83
5									\$0.00
6									\$0.00
7									\$0.00
8									\$0.00
9									\$0.00
10									\$0.00
11									\$0.00
12									\$0.00
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				\$1,452,000.00		0.650%	\$1,452,000.00	145	\$3,855.02

Revenue Report for General Corporate Fund			2010		October		Daniel J. Welch - Champaign County Treasurer		
Collection Period	One Cent Sales Tax	Quarter Cent Sales Tax	Income Tax	Personal Prop. Replace Tax	Local Use Tax	OTB	County Auto Rental Tax	Totals	
Jan.2010	\$82,567.87	\$385,539.15	\$239,570.01	\$113,315.41	\$26,432.83	\$3,662.56	\$1,466.08	\$852,553.91	
% Change	-36.78%	-3.07%	-0.38%	4.78%	-25.48%	-41.98%	-9.55%	-7.37%	
Feb.2010	\$88,309.43	\$407,499.45	\$253,903.68	\$0.00	\$45,437.73	\$4,515.30	\$1,001.05	\$800,666.64	
% Change	1.81%	0.10%	-16.03%	N/A	-10.95%	-39.60%	-15.58%	-6.45%	
Mar.2010	\$87,610.64	\$483,807.25	\$157,107.27	\$44,190.35	\$27,038.89	\$4,956.00	\$1,179.11	\$805,889.51	
% Change	-16.37%	-0.18%	-4.13%	10.83%	-16.76%	-38.27%	15.11%	-3.46%	
Apr.2010	\$66,882.88	\$335,524.32	\$245,101.40	\$164,446.01	\$21,504.46	\$5,172.95	\$1,126.14	\$839,758.16	
% Change	-2.50%	-4.24%	-3.12%	-14.44%	-25.66%	-19.85%	89.02%	-6.71%	
May.2010	\$76,215.76	\$377,276.47	\$320,683.82	\$115,225.22	\$42,915.52	\$4,677.64	\$998.62	\$937,993.05	
% Change	51.19%	9.75%	-18.86%	-38.53%	23.65%	-25.15%	-29.09%	-7.97%	
Jun.2010	\$81,212.60	\$408,098.15	\$170,993.22	\$0.00	\$32,660.27	\$5,948.14	\$1,132.90	\$700,045.28	
% Change	-3.59%	7.57%	-18.97%	N/A	-7.83%	-40.22%	-10.31%	-2.95%	
Jul.2010	\$99,848.03	\$397,856.44		\$117,036.52	\$30,959.31	\$3,469.65	\$1,275.96	\$650,445.91	
% Change	28.46%	6.20%	-100.00%	-22.40%	3.29%	-41.66%	22.06%	-25.23%	
Aug.2010	\$97,250.96	\$399,184.82		\$15,369.11	\$39,944.70	\$4,254.00	\$1,423.77	\$557,427.36	
% Change	7.80%	-0.98%	-100.00%	-0.80%	0.23%	-29.24%	9.57%	-21.75%	
Sep.2010	\$96,892.02	\$414,617.07		\$0.00	\$33,205.92		\$1,590.54	\$546,305.55	
% Change	10.13%	2.85%	-100.00%	N/A	4.87%	-100.00%	24.27%	-19.64%	
Oct.2010	\$95,905.64	\$405,083.33		\$225,475.57			\$1,589.21	\$728,053.75	
% Change	13.55%	6.64%	-100.00%	30.92%	-100.00%	-100.00%	10.01%	-19.23%	
Nov.2010				\$0.00				\$0.00	
% Change	-100.00%	-100.00%	-100.00%	N/A	-100.00%	-100.00%	-100.00%	-100.00%	
Dec.2010								\$0.00	
% Change	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	
Totals:	\$872,695.83	\$4,014,486.45	\$1,387,359.40	\$795,058.19	\$300,099.63	\$36,656.24	\$12,783.38	\$7,419,139.12	
% Change	-15.94%	-15.49%	-47.47%	-12.25%	-26.44%	-52.54%	-14.53%	-24.57%	

<b>Champaign County Public Safety Sales Tax - Monthly Report</b>			
Daniel J. Welch, County Treasurer			October
January 1, 2010 to December 31, 2010			
<b>Year 12</b>		<b>Total to Date:</b>	<b>\$43,856,053.16</b>
<b>Month/Year</b>		<b>13th Payment</b>	<b>Totals</b>
Jan.09	\$351,768.22		\$351,768.22
% Change	-3.80%		
Feb.09	\$368,786.69		\$368,786.69
% Change	0.41%		
Mar.09	\$439,563.49		\$439,563.49
% Change	-4.86%		
Apr.09	\$301,469.62		\$301,469.62
% Change	-5.12%		
May.09	\$323,428.72		\$323,428.72
% Change	6.18%		
Jun.09	\$362,818.25		\$362,818.25
% Change	8.03%		
Jul.09	\$355,555.08		\$355,555.08
% Change	8.18%		
Aug.09	\$351,913.44		\$351,913.44
% Change	-0.95%		
Sep.09	\$347,371.26		\$347,371.26
% Change	-0.82%		
Oct.09	\$346,353.71		\$346,353.71
% Change	4.45%		
Nov.09			\$0.00
% Change	-100.00%		
Dec.09			\$0.00
% Change	-100.00%		
<b>Totals</b>	<b>\$3,549,028.48</b>	<b>\$0.00</b>	<b>\$3,549,028.48</b>

**Champaign County Hotel / Motel Tax Collections**

Daniel J. Welch-Champaign County Treasurer

October 2010

2010 Collection Period	Motel 6	Sweet Dreams Bed & Breakfast	Totals
Jan. 2010	\$1,468.49	\$5.75	\$1,474.24
Feb. 2010	\$1,599.92	\$0.00	\$1,599.92
Mar. 2010	\$2,222.67	\$11.50	\$2,234.17
Apr. 2010	\$1,835.64	\$0.00	\$1,835.64
May. 2010	\$2,361.82	\$10.25	\$2,372.07
Jun. 2010	\$3,290.11	\$42.50	\$3,332.61
Jul. 2010	\$2,225.48	\$0.00	\$2,225.48
Aug. 2010	\$2,241.97	\$0.00	\$2,241.97
Sep. 2010	\$2,363.36	\$11.00	\$2,374.36
Oct. 2010	\$2,228.37	\$26.50	\$2,254.87
Nov. 2010			\$0.00
Dec. 2010			\$0.00
<b>Totals:</b>	<b>\$21,837.83</b>	<b>\$107.50</b>	<b>\$21,945.33</b>

**Outstanding Inter-Fund Loans**

October 2010

Daniel J. Welch, Champaign County Treasurer

Date	FROM: Fund Number	Fund Name	Amount	TO: Fund Number	Fund Name
11/19/2009	080	General Corporate	\$333,142.00	081	Nursing Home
11/19/2009	106	Public Safety Sales Tax	\$1,590,317.00	080	General Corporate
02/26/2010	614	Recorder Automation	\$300,000.00	080	General Corporate
02/26/2010	618	Probation Services	\$200,000.00	080	General Corporate

\$2,423,459.00

**Outstanding Loan Amounts By Fund:**

October 2010

Fund Number	Fund Name	Amount
081	Nursing Home	\$333,142.00
080	General Corporate	\$2,090,317.00
<b>Total Outstanding</b>		<u>\$2,423,459.00</u>

County Collector Fund Balances as of the end of				October 2010
Daniel J. Welch County Treasurer				
Accounts	Balance as of September 2010	Receipts	Distribution	Current Balance
Real Estate	\$266,862,540.53	\$7,013,094.59	\$198,109.94	\$273,677,525.18
Mobile Home	\$248,244.25	\$17,315.90	\$0.00	\$265,560.15
Back Taxes	\$2,574.12	\$790.02	\$0.00	\$3,364.14
Interest/Penalty	\$154,644.21	\$304,957.26	\$154,908.19	\$304,693.28
Advance Payments	\$0.00	\$0.00	\$0.00	\$0.00
Transfer	\$0.00	\$52,305.65	\$52,305.65	\$0.00
Collector Interest	\$3,088.29	\$8,439.33	\$0.00	\$11,527.62
Special Taxes	\$0.00	\$2,982,867.92	\$2,972,916.33	\$9,951.59
Due to Taxing District	\$127,473.35	\$5,260.28	\$3,577.88	\$129,155.75
Pollution Control	\$565.45	\$0.00	\$0.00	\$565.45
Railroads	\$983,257.90	\$0.00	\$0.00	\$983,257.90
Cost	\$0.00	\$21,750.10	\$0.00	\$21,750.10
Over/Short	\$10,005.34	\$0.03	\$699.44	\$9,305.93
Duplicate Payments	\$8,762.81	\$0.00	\$0.00	\$8,762.81
Due from Taxing District	( \$5,201.38)	\$0.00	\$35,131.50	( \$40,332.88)
Partial Payments	\$18,464.96	\$994.58	\$0.00	\$19,459.54
Pilot	\$0.00	\$0.00	\$0.00	\$0.00
R.E. Distribution	( \$263,080,478.35)	\$0.00	\$3,634.04	( \$263,084,112.39)
R.E./Drainage Distribution	( \$686,605.85)	\$0.00	\$0.00	( \$686,605.85)
Delinquent Tax Trustee	\$7,701.70	\$0.00	\$0.00	\$7,701.70
Unclaimed Property	\$6,066.14	\$0.00	\$0.00	\$6,066.14
City of Champaign Streetscape	\$21,927.84	\$4,248.47	\$0.00	\$26,176.31
Credit Card Returns	\$0.00	\$161.20	\$161.20	\$0.00
Tax Sale Registration Fee	\$1,000.00	\$9,500.00	\$10,000.00	\$500.00
=====	=====	=====	=====	=====
Totals	\$4,684,031.31	\$10,421,685.33	\$3,431,444.17	\$11,674,272.47
Balance to:				\$11,674,272.47
				( \$0.00)



County Collector Bank Balances as of the end of:				October 2010
Daniel J. Welch County Treasurer				
Bank Name	Balance as of September 2010	Receipts	Distribution	Current Balance
Busey 2 - Collector	\$4,028,232.02	\$7,308,199.13	\$554,230.51	\$10,782,200.64
Bank of Rantoul	\$8,778.79	\$84.00	\$0.00	\$8,862.79
BankChamp	\$5,079.12	\$248.15	\$0.00	\$5,327.27
Commerce	\$6,179.82	\$0.00	\$0.00	\$6,179.82
Busey Tellers	\$352,224.54	\$5.00	\$1,005.00	\$351,224.54
CIB	\$4,249.49	\$48.11	\$0.00	\$4,297.60
Dewey	\$3,574.13	\$15.01	\$0.00	\$3,589.14
First Fed	\$6,214.13	\$69.11	\$0.00	\$6,283.24
First Mid Illinois	\$5,840.18	\$111.62	\$0.00	\$5,951.80
First Midwest	\$5,049.91	\$8.22	\$0.00	\$5,058.13
Sidell/Homer	\$3,534.13	\$1.84	\$0.00	\$3,535.97
Ivesdale	\$7,095.01	\$10.76	\$0.00	\$7,105.77
Ogden	\$6,210.96	\$66.45	\$0.00	\$6,277.41
Fisher	\$3,534.65	\$65.42	\$0.00	\$3,600.07
Gifford	\$5,173.15	\$112.86	\$0.00	\$5,286.01
Longview	\$5,277.55	\$23.16	\$0.00	\$5,300.71
Marine	\$2,768.08	\$0.08	\$0.00	\$2,768.16
First State	\$3,468.22	\$12.22	\$0.00	\$3,480.44
Freestar	\$6,676.60	\$28.13	\$0.00	\$6,704.73
Philo	\$9,769.21	\$39.56	\$2,400.19	\$7,408.58
Prospect	\$3,864.58	\$14.15	\$0.00	\$3,878.73
Savoy	\$7,545.64	\$30.18	\$0.00	\$7,575.82
Midland States/Strategic	\$5,467.41	\$8.10	\$0.00	\$5,475.51
U of I Credit Union	\$4,616.27	\$203.53	\$0.00	\$4,819.80
Regions	\$4,613.36	\$1.30	\$0.00	\$4,614.66
Centrue	\$4,730.66	\$24.22	\$0.00	\$4,754.88
Heartland	\$7,344.39	\$34.55	\$0.00	\$7,378.94
Hickory Point	\$4,826.81	\$56.26	\$0.00	\$4,883.07
Collector CD	\$0.00	\$0.00	\$0.00	\$0.00
Credit Cards In House	\$24,557.57	\$31,421.77	\$0.00	\$55,979.34
Credit Cards Internet	\$133,719.94	\$199,911.52	\$0.00	\$333,631.46
II Funds Money Market	\$3,814.99	\$7,022.45	\$0.00	\$10,837.44
=====	=====	=====	=====	=====
Totals	\$4,684,031.31	\$7,547,876.86	\$557,635.70	\$11,674,272.47
Balance To:				\$11,674,272.47
				\$0.00

AUDITOR'S REPORT TO COUNTY BOARD  
 PERIOD ENDING 10/31/10

FUND	NAME	FY 2009				FY 2010					
		-BUDGET-		ACTUALS		BEGINNING (12/01/09)	-BUDGET-		CHANGE	-ACTUALS-	
		FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %		CURRENT MONTH	YEAR-TO DATE		YTD %	
070	NURSING HOME CONSTR FUND										
	REVENUE	12,565	23	225,811	1797	0	174,056	174,056	0	174,046	100
	EXPENDITURE	416,483	3,781	409,337	98	0	223,556	223,556	0	223,454	100
071	1995 JAIL BOND DEBT SERV										
	REVENUE	1,015,825	1	1,015,912	100	864,188	864,188	0	0	861,951	100
	EXPENDITURE	1,016,110	0	1,016,110	100	863,688	871,188	7,500	0	869,041	100
074	2003 NURS HM BOND DBT SRV										
	REVENUE	1,639,722	45	1,607,491	98	1,613,047	1,613,047	0	334	1,539,489	95
	EXPENDITURE	1,579,940	0	1,579,940	100	1,580,884	1,580,884	0	0	1,438,942	91
075	REGIONAL PLANNING COMM										
	REVENUE	18,852,243	921,009	10,020,661	53	18,164,014	20,883,514	2,719,500	1,367,902	9,284,878	44
	EXPENDITURE	19,712,935	1,133,913	9,909,657	50	18,597,718	21,466,718	2,869,000	1,400,534	9,345,132	44
076	TORT IMMUNITY TAX FUND										
	REVENUE	1,055,711	0	1,050,120	99	1,080,548	1,080,548	0	0	1,032,694	96
	EXPENDITURE	1,270,224	60,834	1,202,267	95	1,280,500	1,280,500	0	520,916	1,224,042	96

AUDITOR'S REPORT TO COUNTY BOARD  
PERIOD ENDING 10/31/10

FUND	NAME	FY 2009				FY 2010					
		-BUDGET-	ACTUALS			BUDGET			ACTUALS		
		FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	BEGINNING (12/01/09)	CURRENT (AS OF 10/31/10)	CHANGE	CURRENT MONTH	YEAR-TO DATE	YTD %
080	GENERAL CORPORATE										
010	COUNTY BOARD										
	REVENUE	308,468	59,202	332,537	108	329,468	329,468	0	3,858	236,860	72
	EXPENDITURE	367,867	44,275	356,172	97	267,169	250,631	16,538-	20,858	221,720	88
013	DEBT SERVICE										
	REVENUE	710,740	34,487	407,792	57	714,050	714,050	0	33,790	413,150	58
	EXPENDITURE	400,945	0	400,945	100	405,674	405,674	0	0	356,725	88
016	ADMINISTRATIVE SERVICES										
	REVENUE	147,532	5,808	139,329	94	143,132	143,132	0	6,851	50,242	35
	EXPENDITURE	1,567,157	78,804	1,525,499	97	1,434,636	1,407,267	27,369-	66,949	1,158,826	82
017	COOPERATIVE EXTENSION SRV										
	REVENUE	458,320	0	440,891	96	415,683	415,683	0	0	400,810	96
	EXPENDITURE	458,320	0	456,647	100	415,683	415,683	0	0	263,480	63
020	AUDITOR										
	REVENUE	96,000	0	85,139	89	105,004	109,200	4,196	0	38,132	35
	EXPENDITURE	301,634	22,629	300,280	100	302,576	304,309	1,733	23,298	269,990	89
021	BOARD OF REVIEW										
	REVENUE	0	0	0		0	0	0	0	0	
	EXPENDITURE	116,910	8,281	113,658	97	109,415	104,257	5,158-	8,048	95,051	91
022	COUNTY CLERK										
	REVENUE	268,475	31,306	315,625	118	252,730	262,730	10,000	18,997	226,697	86
	EXPENDITURE	872,306	42,448	794,830	91	845,887	820,923	24,964-	71,441	688,839	84
023	RECORDER										
	REVENUE	2,002,888	111,615	1,670,167	83	1,552,297	1,559,768	7,471	127,640	1,394,545	89
	EXPENDITURE	1,069,134	151,996	908,762	85	878,268	878,268	0	71,538	824,016	94
025	SUPERVISOR OF ASSESSMENT										
	REVENUE	65,558	37	50,246	77	61,308	61,308	0	3	23,956	39
	EXPENDITURE	342,103	22,501	331,921	97	334,167	322,642	11,525-	21,974	271,718	84
026	COUNTY TREASURER										
	REVENUE	644,800	168,399	833,671	129	646,515	646,515	0	154,783	341,824	53
	EXPENDITURE	261,336	19,733	260,203	100	264,152	255,297	8,855-	19,128	215,848	85
030	CIRCUIT CLERK										
	REVENUE	1,979,500	172,623	2,105,437	106	2,347,650	2,347,650	0	159,543	1,654,638	70
	EXPENDITURE	1,172,088	77,446	1,150,290	98	1,134,811	1,048,408	86,403-	76,073	909,078	87
031	CIRCUIT COURT										
	REVENUE	69,217	400	79,839	115	20,000	20,000	0	122	227	1
	EXPENDITURE	1,173,666	87,348	1,145,334	98	1,074,354	1,041,357	32,997-	76,349	927,001	89
032	JURY COMMISSION										
	REVENUE	0	0	0		0	0	0	0	0	
	EXPENDITURE	39,094	1,915	28,676	73	39,094	39,094	0	1,820	21,703	56

AUDITOR'S REPORT TO COUNTY BOARD  
PERIOD ENDING 10/31/10

FUND	NAME	FY 2009				FY 2010					
		-BUDGET- FINAL	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %	BEGINNING (12/01/09)	BUDGET- CURRENT (AS OF 10/31/10)	CHANGE	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %
080	GENERAL CORPORATE	(CONTINUED)									
036	PUBLIC DEFENDER										
	REVENUE	122,295	4,338	116,107	95	141,295	141,295	0	11,679	160,847	114
	EXPENDITURE	1,069,023	79,545	1,062,474	99	1,011,523	972,083	39,440-	71,954	862,159	89
040	SHERIFF										
	REVENUE	1,129,198	86,896	1,229,738	109	996,473	996,473	0	78,869	892,862	90
	EXPENDITURE	4,526,204	380,859	4,378,168	97	4,457,254	4,319,663	137,591-	340,033	3,674,564	85
041	STATES ATTORNEY										
	REVENUE	1,377,776	94,321	1,363,168	99	1,441,765	1,444,765	3,000	111,631	1,196,285	83
	EXPENDITURE	2,295,535	165,478	2,266,263	99	2,095,395	2,016,972	78,423-	151,806	1,775,849	88
042	CORONER										
	REVENUE	27,613	837	27,886	101	25,000	25,000	0	3,485	16,426	66
	EXPENDITURE	479,061	28,338	468,940	98	463,660	451,216	12,444-	39,431	376,802	84
043	EMERGENCY MANAGEMENT AGCY										
	REVENUE	107,293	0	33,454	31	32,000	226,149	194,149	14	93,875	42
	EXPENDITURE	187,440	9,341	124,326	66	117,780	306,881	189,101	8,631	137,060	45
051	JUVENILE DETENTION CENTER										
	REVENUE	1,174,333	13,997	1,150,221	98	866,303	886,803	20,500	4,424	882,622	100
	EXPENDITURE	1,819,566	141,006	1,783,075	98	1,577,323	1,566,842	10,481-	117,074	1,375,150	88
052	COURT SERVICES -PROBATION										
	REVENUE	675,528	0	566,011	84	452,305	527,305	75,000	0	536,558	102
	EXPENDITURE	1,397,775	105,682	1,384,253	99	1,439,997	1,422,639	17,358-	103,879	1,241,135	87
057	DEPUTY SHERIFF MERIT COMM										
	REVENUE	0	0	0		0	0	0	0	0	
	EXPENDITURE	24,208	0	23,045	95	20,859	20,859	0	951	9,607	46
071	PUBLIC PROPERTIES										
	REVENUE	1,486,551	31,968	1,761,362	118	1,446,382	1,452,181	5,799	133,852	1,057,705	73
	EXPENDITURE	3,268,669	224,783	2,978,472	91	2,961,211	2,982,602	21,391	220,216	2,402,401	81
075	GENERAL COUNTY										
	REVENUE	19,612,442	1,103,381	18,115,147	92	18,062,638	18,062,638	0	928,787	16,042,155	89
	EXPENDITURE	3,783,394	198,083	3,747,913	99	2,937,520	2,843,112	94,408-	200,165	2,383,684	84
077	ZONING AND ENFORCEMENT										
	REVENUE	168,496	100	68,919	41	87,912	87,912	0	3,230	29,320	33
	EXPENDITURE	435,063	32,062	378,653	87	350,103	357,927	7,824	28,664	313,303	88
124	REGIONAL OFFICE EDUCATION										
	REVENUE	0	0	0		0	0	0	0	0	
	EXPENDITURE	231,672	36,756	220,538	95	217,772	217,772	0	0	138,382	64
130	CIRC CLK SUPPORT ENFORCE										
	REVENUE	61,515	0	66,655	108	61,515	61,515	0	0	48,754	79
	EXPENDITURE	50,494	3,386	44,017	87	47,570	47,570	0	3,488	39,809	84

AUDITOR'S REPORT TO COUNTY BOARD  
PERIOD ENDING 10/31/10

FUND	NAME	F Y 2 0 0 9				F Y 2 0 1 0					
		-BUDGET- FINAL	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %	BEGINNING (12/01/09)	BUDGET- CURRENT (AS OF 10/31/10)	CHANGE	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %
080	GENERAL CORPORATE	(CONTINUED)									
140	CORRECTIONAL CENTER										
	REVENUE	841,634	71,963	901,098	107	867,800	884,634	16,834	72,929	670,071	76
	EXPENDITURE	6,036,125	428,200	5,774,054	96	5,874,498	5,723,357	151,141-	395,913	4,818,493	84
141	STS ATTY SUPPORT ENFORCE										
	REVENUE	382,157	22,441	350,568	92	385,386	390,446	5,060	21,700	275,382	71
	EXPENDITURE	383,523	25,175	347,462	91	375,588	380,648	5,060	24,852	315,413	83
TOTAL	GENERAL CORPORATE										
	REVENUE	33,918,329	22,441	32,211,007	95	31,454,611	31,796,620	342,009	1,876,187	26,683,943	84
	EXPENDITURE	34,130,312	25,175	32,754,870	96	31,453,939	30,923,953	529,986-	2,164,533	26,087,806	84

AUDITOR'S REPORT TO COUNTY BOARD  
PERIOD ENDING 10/31/10

FUND	NAME	FY 2009				FY 2010						
		-BUDGET-	ACTUALS		YTD %	BEGINNING (12/01/09)	BUDGET-CURRENT (AS OF 10/31/10)	CHANGE	ACTUALS			
		FINAL	CURRENT MONTH	YEAR-TO DATE					CURRENT MONTH	YEAR-TO DATE	YTD %	
081	NURSING HOME											
	REVENUE	16,773,212	6,448	17,124,263	102	16,911,132	16,911,132	0	3,640,585	12,279,714	73	
	EXPENDITURE	16,415,201	1,035,961	15,674,328	95	16,905,875	16,905,875	0	1,331,962	11,713,334	69	
083	COUNTY HIGHWAY											
	REVENUE	2,567,879	74,370	2,348,643	91	2,403,525	2,815,371	411,846	4,468	2,364,719	84	
	EXPENDITURE	2,548,832	155,384	2,422,355	95	2,360,908	2,764,482	403,574	227,236	2,263,113	82	
084	COUNTY BRIDGE											
	REVENUE	1,019,779	1,219	1,000,484	98	1,034,533	1,034,533	0	24,525	1,023,782	99	
	EXPENDITURE	1,003,300	222,784	999,168	100	1,021,000	1,021,000	0	11,190	568,411	56	
085	COUNTY MOTOR FUEL TAX											
	REVENUE	3,107,882	542,249	2,752,118	89	3,599,143	3,599,143	0	939,644	2,933,375	82	
	EXPENDITURE	4,236,705	129,163	1,884,659	44	7,054,136	7,054,240	104	924,602	5,984,891	85	
088	ILL.MUNICIPAL RETIREMENT											
	REVENUE	3,595,326	103,804	3,588,609	100	3,886,339	4,010,261	123,922	172,548	3,433,300	86	
	EXPENDITURE	3,590,074	238,377	3,534,666	98	3,980,000	4,356,701	376,701	616,303	3,895,548	89	
089	COUNTY PUBLIC HEALTH FUND											
	REVENUE	1,451,550	31,607	1,320,557	91	1,416,409	1,416,409	0	9,752	1,354,709	96	
	EXPENDITURE	1,503,507	75,716	1,500,962	100	1,490,352	1,490,352	0	242,467	1,230,850	83	
090	MENTAL HEALTH											
	REVENUE	3,796,052	29,207	3,814,984	100	3,882,334	3,882,334	0	47,994	3,728,396	96	
	EXPENDITURE	3,803,490	270,959	3,623,190	95	3,882,334	3,882,334	0	225,781	3,528,554	91	
091	ANIMAL CONTROL											
	REVENUE	503,156	27,350	474,336	94	487,149	487,149	0	30,027	392,768	81	
	EXPENDITURE	571,963	35,051	471,379	82	543,650	543,650	0	41,300	453,043	83	
092	LAW LIBRARY											
	REVENUE	92,150	6,607	71,128	77	111,257	111,257	0	5,937	57,782	52	
	EXPENDITURE	98,217	10,937	87,817	89	111,257	114,257	3,000	4,781	70,252	61	
103	HWY FED AID MATCHING FUND											
	REVENUE	22,040	468	9,643	44	12,145	12,145	0	46	7,957	66	
	EXPENDITURE	0	0	0		0	0	0	0	0		
104	EARLY CHILDHOOD FUND											
	REVENUE	8,009,250	222,613	5,066,989	63	8,837,100	10,805,850	1,968,750	852,970	5,747,233	53	
	EXPENDITURE	7,985,035	407,221	5,058,401	63	8,855,200	10,820,621	1,965,421	703,890	5,456,000	50	
105	CAPITAL ASSET REPLCMT FND											
	REVENUE	138,943	523	121,976	88	495,292	695,292	200,000	388	448,877	65	
	EXPENDITURE	139,205	240	114,793	82	566,654	1,113,885	547,231	34,477	424,806	38	
106	PUBL SAFETY SALES TAX FND											
	REVENUE	4,839,471	331,641	4,343,938	90	4,351,686	4,351,686	0	346,537	3,560,161	82	
	EXPENDITURE	5,353,741	0	5,327,807	100	4,998,129	5,198,129	200,000	83,324	4,320,223	83	
107	GEOGRAPHIC INF SYSTM FUND											
	REVENUE	301,650	24,802	320,852	106	296,250	296,250	0	31,478	221,726	75	
	EXPENDITURE	352,641	17,854	349,831	99	311,836	311,836	0	25,632	250,742	80	

AUDITOR'S REPORT TO COUNTY BOARD  
PERIOD ENDING 10/31/10

FUND	NAME	FY 2009				FY 2010					
		-BUDGET- FINAL	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %	BEGINNING (12/01/09)	BUDGET- CURRENT (AS OF 10/31/10)	CHANGE	CURRENT MONTH	ACTUALS- YEAR-TO DATE	YTD %
108	DEVLPMNTL DISABILITY FUND										
	REVENUE	3,399,515	306	3,410,224	100	3,463,084	3,463,084	0	377	3,322,506	96
	EXPENDITURE	3,399,515	273,694	3,386,071	100	3,463,084	3,499,084	36,000	40,640	3,456,901	99
109	DELINQ PREVENTN GRNT FUND										
	REVENUE	222,768	22	225,991	101	216,084	216,084	0	88	216,672	100
	EXPENDITURE	222,768	21,718	221,378	99	216,084	216,084	0	0	207,287	96
188	SOCIAL SECURITY FUND										
	REVENUE	2,509,175	39,705	2,501,460	100	2,564,667	2,564,667	0	81,845	2,338,303	91
	EXPENDITURE	2,549,675	197,876	2,547,669	100	2,559,417	2,559,417	0	195,678	2,232,950	87
303	COURT COMPLEX CONSTR FUND										
	REVENUE	125,000	12,473	189,943	152	192,000	192,000	0	153	110,760	58
	EXPENDITURE	4,659,995	264,838	3,132,034	67	392,000	558,631	166,631	0	491,109	88
304	HIGHWAY FACILTY CONST FND										
	REVENUE	300	26	417,764	9255	0	0	0	20	236	
	EXPENDITURE	250,000	265	219,664	88	0	0	0	0	0	
350	HWY FACIL BOND DEBT SERV										
	REVENUE	202,406	9	202,051	100	201,289	201,289	0	36	100,628	50
	EXPENDITURE	201,925	0	200,420	99	200,869	200,869	0	0	198,869	99
474	RPC USDA REVOLVING LOANS										
	REVENUE	761,000	0	0		772,000	772,000	0	19	250,105	32
	EXPENDITURE	21,000	0	0		280,000	280,000	0	0	0	
475	RPC ECON DEVELOPMNT LOANS										
	REVENUE	1,716,500	44,703	479,614	28	1,052,250	1,052,250	0	13,277	627,840	60
	EXPENDITURE	990,500	7,791	107,447	11	725,000	725,000	0	10,850	399,082	55
476	SELF-FUNDED INSURANCE										
	REVENUE	1,516,702	88,959	1,784,184	118	1,484,500	1,624,096	139,596	843,504	1,859,361	114
	EXPENDITURE	1,862,533	58,782	1,269,868	68	1,996,436	2,136,032	139,596	47,553	1,352,037	63
610	WORKING CASH FUND										
	REVENUE	11,000	15	913	8	4,500	4,500	0	182	1,819	40
	EXPENDITURE	11,000	0	0		4,500	4,500	0	0	913	20
611	COUNTY CLK SURCHARGE FUND										
	REVENUE	10,000	823	8,488	85	12,000	12,000	0	732	7,021	59
	EXPENDITURE	10,000	823	9,009	90	12,000	12,000	0	732	7,021	59
612	SHERIFF DRUG FORFEITURES										
	REVENUE	31,700	8	24,106	76	31,700	31,700	0	33,610	42,867	135
	EXPENDITURE	33,621	3,388	23,791	71	33,335	33,335	0	4,134	20,812	62
613	COURT'S AUTOMATION FUND										
	REVENUE	180,000	14,026	162,451	90	324,200	324,200	0	22,904	238,792	74
	EXPENDITURE	209,153	0	198,129	95	238,289	268,289	30,000	7,956	216,739	81
614	RECORDER'S AUTOMATION FND										
	REVENUE	215,000	18,750	239,143	111	195,000	195,000	0	21,289	174,441	89
	EXPENDITURE	328,784	8,299	215,228	65	269,030	293,918	24,888	8,888	146,981	50

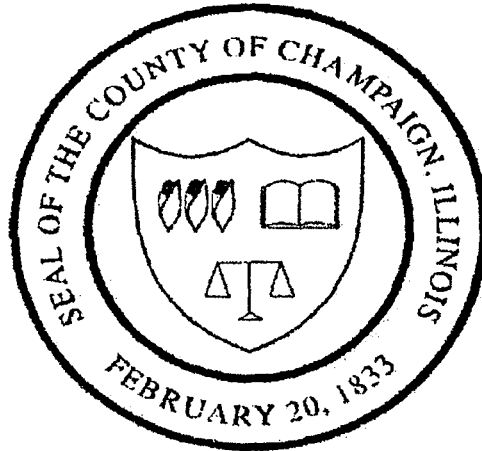
AUDITOR'S REPORT TO COUNTY BOARD  
PERIOD ENDING 10/31/10

FUND	NAME	FY 2009				FY 2010					
		-BUDGET- FINAL	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %	BEGINNING (12/01/09)	BUDGET- CURRENT (AS OF 10/31/10)	CHANGE	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %
617	CHILD SUPPORT SERV FUND										
	REVENUE	70,000	5,468	62,014	89	58,000	58,000	0	5,526	48,151	83
	EXPENDITURE	61,348	1,189	28,495	46	113,388	128,288	14,900	4,923	40,161	31
618	PROBATION SERVICES FUND										
	REVENUE	284,000	27,692	290,093	102	265,200	265,200	0	34,204	362,845	137
	EXPENDITURE	456,717	16,857	433,818	95	663,143	663,143	0	12,897	474,232	72
619	TAX SALE AUTOMATION FUND										
	REVENUE	25,000	12,413	36,286	145	27,850	27,850	0	13,776	31,207	112
	EXPENDITURE	51,571	398	41,117	80	47,064	47,064	0	393	28,785	61
620	HEALTH-HOSP. INSURANCE										
	REVENUE	4,970,000	404,832	4,824,400	97	5,372,972	5,372,972	0	395,696	4,413,651	82
	EXPENDITURE	4,970,000	396,745	4,825,652	97	5,393,885	5,393,885	0	400,619	4,435,524	82
621	STS ATTY DRUG FORFEITURES										
	REVENUE	25,000	717	25,074	100	27,000	27,000	0	15	13,739	51
	EXPENDITURE	25,000	45	23,829	95	27,000	27,000	0	168	1,498	6
627	PROPERTY TAX INT FEE FUND										
	REVENUE	49,000	59,040	68,734	140	49,100	49,100	0	57,775	59,845	122
	EXPENDITURE	61,000	0	0		49,100	49,100	0	0	49,100	100
628	ELECTN ASSIST/ACCESSIBLTY										
	REVENUE	100,000	7	51,951	52	45,130	117,130	72,000	61,142	78,945	67
	EXPENDITURE	100,000	59,527	59,527	60	53,000	125,000	72,000	0	17,775	14
629	COUNTY HISTORICAL FUND										
	REVENUE	50	0	3	6	25	25	0	1	6	24
	EXPENDITURE	0	0	0		0	0	0	0	0	
630	CIR CLK OPERATION & ADMIN										
	REVENUE	0	959	10,227		0	75,000	75,000	8,139	77,432	103
	EXPENDITURE	0	0	0		0	50,000	50,000	0	0	
631	SHF FED ASSET FORFEITURES										
	REVENUE	0	0	0		0	0	0	0	0	
	EXPENDITURE	0	0	0		0	0	0	0	0	
641	ACCESS INITIATIVE GRANT										
	REVENUE	0	0	0		0	679,596	679,596	433,516	1,114,390	164
	EXPENDITURE	0	0	0		0	679,597	679,597	68,127	342,191	50
658	JAIL COMMISSARY										
	REVENUE	31,000	33	25,587	83	26,000	26,000	0	2,602	26,486	102
	EXPENDITURE	24,950	466	13,450	54	24,950	24,950	0	881	11,821	47
659	COUNTY JAIL MEDICAL COSTS										
	REVENUE	32,000	2,463	36,684	115	32,000	32,000	0	2,627	29,944	94
	EXPENDITURE	122,000	0	100,000	82	22,000	22,000	0	0	0	
670	COUNTY CLK AUTOMATION FND										
	REVENUE	81,757	45,716	73,163	89	29,000	40,250	11,250	2,421	38,067	95
	EXPENDITURE	106,990	5,170	63,205	59	60,540	77,540	17,000	6,809	68,983	89



AUDITOR'S REPORT TO COUNTY BOARD  
PERIOD ENDING 10/31/10

FUND	NAME	F Y 2 0 0 9				F Y 2 0 1 0					
		-BUDGET-	ACTUALS			BEGINNING	BUDGET	CHANGE	ACTUALS		
		FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	(12/01/09)	(AS OF 10/31/10)		CURRENT MONTH	YEAR-TO DATE	YTD %
671	COURT DOCUMENT STORAGE FD										
	REVENUE	185,000	14,086	164,688	89	179,000	179,000	0	12,207	133,076	74
	EXPENDITURE	356,333	14,662	299,128	84	320,146	320,146	0	7,716	165,352	52
675	VICTIM ADVOCACY GRT-ICJIA										
	REVENUE	44,133	3,008	44,535	101	43,914	43,914	0	2,674	40,810	93
	EXPENDITURE	43,830	3,342	43,613	100	43,614	43,614	0	2,674	34,957	80
676	SOLID WASTE MANAGEMENT										
	REVENUE	4,900	3	2,489	51	7,125	7,125	0	32	974	14
	EXPENDITURE	5,675	0	4,679	82	8,379	8,379	0	0	2,044	24
677	JUV INTERVENTION SERVICES										
	REVENUE	500	1	42	8	50	50	0	6	60	120
	EXPENDITURE	15,000	20	6,024	40	10,000	10,000	0	0	0	
679	CHILD ADVOCACY CENTER										
	REVENUE	215,852	23,558	193,446	90	217,035	217,035	0	32,146	152,201	70
	EXPENDITURE	217,294	11,786	202,223	93	211,751	211,751	0	14,130	141,595	67
681	JUV INF SHARING SYS GRANT										
	REVENUE	11,872	1	5,109	43	11,250	11,250	0	2	2,131	19
	EXPENDITURE	11,872	0	0		11,250	11,250	0	1,677	5,788	51
685	DRUG COURTS PROGRAM										
	REVENUE	31,500	2,052	25,025	79	21,500	21,500	0	1,891	21,094	98
	EXPENDITURE	31,500	0	7,875	25	21,500	21,500	0	0	0	
850	GEOG INF SYS JOINT VENTUR										
	REVENUE	579,692	27,620	389,023	67	487,117	487,117	0	18,372	356,109	73
	EXPENDITURE	552,775	28,596	360,108	65	505,547	505,547	0	29,866	361,000	71
TOTAL ALL FUNDS	REVENUE	20,355,057	3,581,825	112,307,003	552	18,313,244	25,230,769	6,917,525	11,454,128	93,424,014	370
	EXPENDITURE	27,692,239	5,407,656	108,242,095	391	23,834,361	31,131,074	7,296,713	9,426,239	94,259,691	303



**CHAMPAIGN COUNTY NURSING HOME**  
**PERSONNEL POLICY**

*Revised August, 2010*

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## **Statement of Applicability**

This policy shall not apply to employees covered by a collective bargaining agreement between the Champaign Nursing Home Board of Directors or a Champaign County Elected Official and a labor union. Nor shall this Policy apply if doing so would violate a collective bargaining agreement.

## **Responsibility for Policy Integrity**

The CCNH Administrator, the Department Managers and the CCNH Board of Directors shall be responsible for the enforcement of these Personnel Policies.

## **Disclaimer**

This Policy provides a guide for employees, the Nursing Home Board of Directors, Administrative Staff, and Department Managers. It is also intended to acquaint new employees with Champaign County Nursing Home procedures. However, the employer reserves the right to take whatever action it deems appropriate given the circumstances. Failure to follow the Policy shall not invalidate any action taken. Employees should not read this Policy as creating an employment contract, express or implied, or a promise that it will be followed in all cases. Except as otherwise stated in its collective bargaining and employment agreements, employees of Champaign County Nursing Home are employed at-will. Nothing in this Policy is intended to alter this employment-at-will relationship. The Nursing Home Board of Directors may recommend to the Champaign County Board at any time revision, revoke, suspend, or amend this Policy at any time. Interpretation and implementation of this Policy is vested solely in the Nursing Home Board of Directors.

# CHAPTER 1 - DEFINITIONS

**1-1 FULL-TIME EMPLOYEE** - An employee who works in a position which is approved by the Nursing Home Board of Directors, and which is generally budgeted based on a 40.0 hour work week, but must be budgeted for at least 30 hours per week. Full-time employees are eligible for County paid-time-off benefits, health/life insurance benefits, and retirement benefits. Full-time appointed and elected Department Managers are also eligible for these benefits.

**1-2 PART-TIME EMPLOYEE** - An employee who works in an approved position, which is budgeted at less than 6.0 hours per day or 30 hours per week. Part-time employees are not eligible for health/life insurance benefits, but generally receive proportionate paid-time-off benefits, and do participate in the retirement plan.

**1-3 TEMPORARY EMPLOYEE** - A person who is hired for a specific period of time or to complete a specific task. Temporary employees fill no specific position. Hours worked and hourly rate are set by the department manager within the constraints of a temporary salary budget approved by the Nursing Home Board of Directors. Temporary employees are not eligible for health/life insurance benefits or for paid-time-off benefits. Temporary employees participate in the retirement plan if they work, or are expected to work, 1,000 hours annually.

**1-4 PER DIEM EMPLOYEE** - An individual, including Department Managers, who receives a standard sum of remuneration for each day worked is considered a per diem employee and is not eligible for County benefits, unless otherwise stated.

**1-5 BOARD** - The Nursing Home Board of Directors of the County of Champaign, Illinois, which serves as the representative of the Champaign County Board. Champaign County is the employer of record.

**1-6 CCNH ADMINISTRATOR** - The CCNH Administrator is responsible for human resource management.

**1-7 UNDERUTILIZATION OF MINORITIES** - The employment of fewer minority workers in a particular job classification than would reasonably be expected by the minority workers' availability in the workforce.

**1-8 JOB SHARING** - The sharing of one full-time Champaign County non-supervisory position by two individuals.

**1-9 DAYS** - All references to number of days in this policy shall be understood to be working days.

**1-10 DOMESTIC PARTNER** - Domestic Partners are persons who:

- a. Are at least 18 years of age.
- b. Are competent to contract at the time the domestic partnership statement is completed.
- c. Are not legally married to any person and not related in any way that would prohibit marriage in our state of operation.
- d. Are each other's sole domestic partner.
- e. Share permanent residence.

Domestic partners must have at least three of the following:



- a. Joint lease, mortgage, or deed on which both the employee and his/her partner are identified as owners or tenants.
- b. Joint ownership of vehicle.
- c. Joint ownership of a checking account or credit account.
- d. Designation of the domestic partner as beneficiary for the employee's life insurance or retirement benefits.
- e. Shared household expenses.

## **CHAPTER 2 - EMPLOYMENT, HIRING, AND PROBATION**

### **2-1 RECRUITMENT AND HIRING**

**2-1.1 Equal Employment Opportunity (EEO) Statement** - The Champaign Nursing Home Board of Directors wishes to protect all employees and applicants for employment against discrimination based wholly or partially on, or the perception of, an individual's:

- a. Sexual orientation, as defined by the Illinois Human Rights Act;
- b. Race;
- c. Color;
- d. Religious belief or practice;
- e. National origin;
- f. Ancestry;
- g. Sex;
- h. Age;
- i. Citizenship status;
- j. Marital status;
- k. A physical or mental disability unrelated to an individual's ability to perform the essential functions of his or her job with or without reasonable accommodation; and/or
- l. Unfavorable discharge from the military as defined in the Illinois Human Rights Act, in the recruitment, assignment, promotion, or other aspects of employment or hiring by any Department of County government.

### **2-1.2 Affirmative Action Program (AAP)**

- a. Administration and Scope - The Champaign County Affirmative Action Program shall be administered by the CCNH Administrator
- b. Program Development - In order to develop and carry out the Affirmative Action Program, the CCNH Administrator shall be responsible for the following functions:
  - (i) Preparing a brief analysis of sex and race of current personnel by job classification;
  - (ii) Preparing a brief statement for internal or external dissemination of the Personnel Policy and commitment to affirmative action;
  - (iii) Identifying problems, e.g., the underutilization of minorities by job classification and by salary range;
  - (iv) Suggesting the execution of programs or procedures designed to address underutilization of minorities;
  - (v) Reviewing promotion practices within each department or agency to determine whether employees are being promoted in accordance with established, reasonable goals and timetables;
  - (vi) Comparing job duties and rates of compensation to ensure that the rates of compensation for jobs which require equal skill, effort, and

- responsibility, and which are performed under similar working conditions, are equal;
- (vii) Disseminating this Policy and reminding all Department Managers of the purpose of this Policy;
- (viii) Suggesting the execution of policy and procedures designed to eliminate discrimination against the protected classes specified in the Equal Employment Opportunities Statement (2-1.1); and
- (ix) Other procedures deemed necessary by the Policy, Personnel, & Appointments Committee.

The Affirmative Action Program, administered the CCNH Administrator, shall comply with all applicable state and federal laws and be developed in consultation with legal counsel.

c. Reporting and Enforcement

- (i) All CCNH departments shall provide the affirmative action information requested by the CCNH Administrator in order to enable the CCNH Administrator to carry out the functions listed in Section 2-1.2(b).
- (ii) All applicants for employment will be encouraged to complete a voluntary EEO/AAP self identification form upon applying for employment with the County. The race, gender, age and disability information gathered as pre-employment information will be treated as confidential and secured in the EEO files of the CCNH Administrator's Office. The EEO/AAP self identification form will be used to track applicant flow and utilized as a reference with the County's Affirmative Action Plan initiative. The EEO/AAP self identification form will include a statement of the County's EEO/AAP policy.

**2-1.3 Recruitment Procedure** - Recruitment efforts for position vacancies shall be conducted in the following manner:

- a. Recruitment efforts and publicity for available positions will be directed to all appropriate sources of applicants in a geographic area wide enough to attract qualified candidates and to assure equal opportunity for the public to apply. Professional positions should be listed in appropriate professional journals. Referral agencies, such as the Champaign County Urban League, affirmative action offices of the University of Illinois, Parkland Community College, City of Champaign Community Relations Department, City of Urbana Human Relations Commission staff, etc., should be utilized where appropriate. The CCNH Administrator's Office shall be notified of position openings.
- b. All position openings shall be listed with the Illinois State Employment Service and shall be advertised in local newspapers, except:
  - (i) Openings filled by the promotion of a County employee;
  - (ii) Temporary vacancies of fewer than twenty (20) working days; or
  - (iii) Positions filled by a Department Manager who has advertised for a vacancy in the same job description within the previous four (4) months.
- c. A position shall not be considered vacant if an employee appointed for a specified term is reappointed to continue to fulfill those job responsibilities for a new term.

#### **2-1.4 Advertisement**

- a. All solicitations or advertisements for employment will state that the County is an Equal Opportunity Employer and no advertisement for employment shall make reference to gender, except when gender is a bona fide occupational qualification.
- b. Position advertisement shall include the following:
  - (i) Position title and classification;
  - (ii) A brief description of the job duties;
  - (iii) A brief summary of training, experience, knowledge and skills required for the position; and
  - (iv) Statement that Champaign County is an Equal Opportunity Employer.
- c. Advertisements about new or vacant positions shall be posted for the benefit of current employees who wish to apply for the position.
- d. Each advertisement will include a date after which no applications or resumes will be accepted. If there are usually continual openings for that job classification, a deadline date does not need to be included in the advertisement.
- e. Each advertisement announcing a vacant position shall be filed with the Office of the CCNH Administrator.

**2-1.5 Application Process** - Each applicant shall complete an application which shall be signed to certify the truth of all statements contained therein. Deliberately false or misleading statements shall be grounds for rejection of an application or immediate termination if discovered after employment begins. References shall be checked.

**2-1.6 Interviewing and Hiring Procedure** - Qualified applicants shall be notified of the time and place of the interview. Interviews shall be conducted by the Department Manager or designee. The Department Manager may request the assistance of the CCNH Administrator's Office or County Human Resources Office in conducting the interview. All applicants who have either submitted an application or undergone an interview shall be notified when they are no longer being considered for a position. The Office of the CCNH Administrator shall be notified as to the person hired, job title and salary, and the effective date of employment. All applicants shall complete the Predictive Index.

**2-1.7 Employee Promotion** - CCNH Administrator may, without open advertising, promote an employee from one position to another position within the Nursing Home, as defined in Section 9-1.5 Transfer.

**2-1.8 Orientation and Terms of Employment** - Following the final selection of a candidate, the Department Manager or designee shall meet with the new employee to discuss the compensation for the position and criteria for job performance during the probation period. Upon hire of a new employee, the Department Manager or designee shall schedule the new employee for an orientation meeting at the Office of the CCNH Administrator during which the new employee shall register for payroll, IMRF, parking and County-issued identification badge. During orientation, the employee shall receive an overview of County benefits and programs and a copy of the Personnel Policy, or the Policy will be made available by computer access.

The new employee will be asked to sign a receipt for the material presented during orientation. The employee will also be asked to sign an acknowledgement of receipt of an agreement to abide by the Champaign County Drug and Alcohol Policy.

Approximately 30 days prior to the employee's effective date for health and life insurance coverage, the employee will receive information outlining available benefits. A mandatory benefit orientation meeting for the employee will be scheduled by the Office of the CCNH Administrator, with notice of the meeting date and time provided to both the employee and Department Manager.

**2-1.9 Anti-Nepotism Policy** - A Department Manager, or person with authority to hire or promote or effectively recommend hiring or promoting employees within a department, shall not hire or reclassify or effectively recommend hiring or reclassifying within the department the following persons, whether related by blood, adoption or marriage: parent, grandparent, child, grandchild, sibling, spouse, or domestic partner. Persons hired in violation of this Policy shall be terminated, and persons reclassified in violation of this Policy shall be returned to their previous position, if vacant, otherwise they shall be terminated.

## **2-2 PROBATIONARY PERIOD**

### **2-2.1 Duration**

- a. **New Hire** - Each employee hired to fill an authorized full or regular part-time position must successfully complete a probationary period of six (6) months. Immediate supervisors shall conduct several informal meetings to orient the new employee to the position. At the close of the probationary period, the employee's employment will be changed to non-probationary status if the work is satisfactory as determined by the Department Manager; however, employment may be terminated at this time, or earlier, if the employee's performance has not been satisfactory. The CCNH Administrator may extend the probation period up to an additional six months.
- b. **Promotions** - Each employee who has been promoted to fill an authorized full or regular part-time position must successfully complete a probationary period in the position to which they have been promoted of three (3) months. At the close of the probationary period, the employee's status in the promotional position will change to non-probationary if the work is satisfactory, as determined by the Department Manager. However if the employee's work is not deemed satisfactory, every effort will be made to return the promoted employee to the position previously held, or a position of similar classification within the department. In addition, the Department Manager may also recommend to the CCNH Administrator termination of employment at the unsuccessful completion of the probationary. The CCNH Administrator may extend the probation period up to an additional three months.

**2-2.2 Evaluation** - Employees serving a probationary period shall receive a written evaluation once during the six-month (6-month) period. The evaluation should be completed no later than the end of the fifth month. The supervisor shall discuss the evaluation and progress toward satisfactory performance with the employee.

## **CHAPTER 3 – PERSONNEL RECORDS**

### **3-1 MAINTENANCE**

Employee personnel records shall be maintained for all employees at the Office of the CCNH Administrator and/or at the department. The CCNH Administrator or designee, Department Manager or designee, and employee shall have the right to examine the employee's record. Personnel records shall be retained for a period of five (5) years after termination of employment.

### **3-2 CONTENTS OF EMPLOYEE RECORDS**

**3-2.1** Personnel records should contain the following information:

- a. A receipt for information received during orientation;
- b. All evaluations;
- c. Letters of reference, commendation or complaint;
- d. Applications;
- e. Memos of oral warnings and written employee warning records;
- f. Training records;
- g. Requests for leaves of absence;
- h. Attendance, TOPS use, compensatory time, and overtime (if applicable) records;
- i. A record of persons seeking to examine documents in the employee's file and dates these documents were examined;
- j. Resignation letters; and
- k. All other job-related information used to determine the employee's qualification for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action.

**3-2.2** Any information obtained relating to an individual's physical or mental condition, medical history or medical treatment shall be collected and maintained on a separate form, in a separate medical file and will be treated as a confidential medical record, except that:

- a. Supervisor and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and
- c. Government officials investigating compliance with federal or state regulations may review an employee's confidential medical record.

### **3-3 RECORDS OF UNSUCCESSFUL APPLICANTS**

A record of each unsuccessful applicant will be retained by the CCNH Administrator of and/or the Department Manager for a period of eighteen (18) months following rejection of the applicant. The record shall contain the following information:

- a. Sources of recruitment;
- b. Advertisements for the position;
- c. Letters of non-acceptance sent to candidates; and,
- d. Copies of any rating sheets used in selection and rejection of candidates.

### **3-4 EMPLOYEE ACCESS TO RECORDS**

**3-4.1** Employee Access - All current employees, and all employees who have left the employ of Champaign County within one year of the date of their request, shall have access to their personnel file, as required by the Personnel Records Review Act. The request to inspect records shall be in writing and the inspection shall be during regular business hours. The employee may request access to records a reasonable number of times per year but in any case shall have access, if requested, at least twice per year. The employer shall grant access within seven (7) business days of receiving the written request. The employee may designate in writing a representative to inspect the personnel record. The employee may obtain copies of any open documents in the file upon payment of the County's cost of duplication.

If the employee disagrees with any information in the file, and the employer does not remove or amend it, the employee may submit a written statement explaining his/her position which shall be attached to the disputed portion of the record.

**3-4.2** Designated Representative Access – Notwithstanding Section 3-4.1, the right of the employee's designated representative to inspect his or her personnel records does not apply to the following, except as otherwise required by law:

- a. Letters of reference for that employee;
- b. Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document;
- c. Materials relating to the County or Department Manager's staff planning, where the materials relate to or affect more than one employee, provided, however, that this exception does not apply if such materials are, have been, or are intended to be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline;
- d. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy;
- e. Records relevant to any other pending claim between the County or Department Manager and the employee which may be discovered in a judicial proceeding;
- f. Investigatory or security records maintained by the County to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the County's property, operations, or business or could by the employee's activity cause the County financial liability, unless and until the County takes adverse personnel action based on information in such records.

**3-4.3** Disclosure of Disciplinary Information – Except when disclosure is ordered to a party in a legal action or arbitration, or is otherwise required by law, the County shall not disclose any disciplinary information which is more than four years old to a third party. The County shall not disclose any disciplinary information without written notice except if disclosure is ordered to a party in a legal action or arbitration; information is requested by a government agency as a result of a criminal investigation by such agency; or disclosure is otherwise required by law. Notice shall be delivered by first class mail to the employee's last known address and shall be postmarked on or before the day the information is disclosed. Disciplinary information less than four years old may be disclosed without written notice if the

employee has specifically waived written notice as part of a signed employment application with another employer.

## **CHAPTER 4 - PERFORMANCE APPRAISAL**

### **4-1 EMPLOYEE APPRAISALS**

Department Managers will be responsible for the completion of one appraisal during the probation period and an annual evaluation thereafter for each employee. Annual evaluation forms and instructions on their use will be provided by the Office of the CCNH Administrator. Each completed appraisal will be maintained in the employee's departmental personnel file. Appraisals will be based upon performance of job duties and other criteria. It is the responsibility of each Department Manager to maintain a file of individual employee appraisals. The CCNH Administrator shall be responsible for the annual performance appraisals of the CCNH Department Managers.

## **CHAPTER 5 - RESIGNATION, REDUCTION IN FORCE AND TERMINATION BENEFITS**

### **5-1 RESIGNATION**

- 5-1.1** A letter of resignation shall be given to the Department Manager at least two (2) weeks before the employee's last working day. The letter should state the reason for resignation and the last working day.
- 5-1.2** The Department Manager shall notify the CCNH Administrator of all resignations.
- 5-1.3** Prior to the last working day, the employee may schedule an exit interview with the CCNH Administrator, may complete an IMRF separation form or application for retirement at the CCNH Administrator's Office and may contact the Insurance Specialist to continue health insurance through Federal COBRA provisions.

### **5-2 REDUCTION IN FORCE**

- 5-2.1 Partial Reduction** - Elimination of a portion of a department(s) through layoff. The CCNH Administrator will recommend a Partial Reduction in force to the Nursing Home Board of Directors. Upon approval by the Nursing Home Board of Directors, the Administrator will provide effected employees written notice of the intended reduction in force
- 5-2.2 Full Reduction** - Total elimination of a department would take place upon the recommendations Nursing Home Board of Directors, with final approval of the Champaign County Board.

# CHAPTER 6 - GRIEVANCES, DISMISSAL AND DISCIPLINE

## 6-1 GRIEVANCES

- 6-1.1 Definition** - Any claim by a non-probationary employee, unless the probationary employee has been employed by the department for a period of at least twelve months and is in probationary status only because of a recent promotion, that there has been a violation, misinterpretation, or misapplication of the terms of these policies shall be termed a grievance. Grievances may involve issues of wages, hours, or working conditions and are initiated by an employee following an administrative action with which the employee disagrees.
- 6-1.2 Purpose** - The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to ensure efficiency and employee morale. No employee making good-faith use of this procedure shall be subjected to any reprisals.
- 6-1.3 Procedure** - Grievances will be processed in the following manner and within the stated time limits. Time extensions beyond those outlined below may be arranged by mutual agreement of the parties concerned.

Step 1 - The aggrieved employee or group of employees will present the grievance in writing to the immediate supervisor. The grievance must be so presented within ten (10) working days of occurrence, not including the date of occurrence. The grievance shall be prepared in detail, including identification by section number of the policy alleged to have been violated, a brief statement of the conduct or act which is alleged to have violated the policy, and the remedy the grievant is seeking and dated. The supervisor will give a written answer within three (3) working days of the date of presentation of the grievance, not including the date of presentation. If the supervisor is a Department Manager, appeal from Step 1 would be directly to Step 3.

Step 2 - If the grievance is not settled in Step 1, it shall be signed by the aggrieved employee or group of employees, and the immediate supervisor, and be presented to the Department Manager within five (5) working days after the supervisor's written answer is given, or should have been given, not including the day the answer is given. The Department Manager will reply to the grievance in writing within five (5) working days of the presentation of the written grievance, not including the day of presentation.

Step 3 - If the grievance is not settled in Step 2, it shall be signed by the aggrieved employee or group of employees, and the Department Manager, and be presented to the CCNH Administrator within five (5) working days after the Department Manager's answer is given, or should have been given, not including the day the answer is given. The grievance shall be presented along with the pertinent correspondence to date. The CCNH Administrator shall reply within five (5) working days of the date of presentation of the written grievance, not including the day of presentation. The CCNH Administrator's response concludes the grievance process.



## **6-2 DISCIPLINARY ACTION**

- 6-2.1 Policy** - No employee shall be disciplined wholly or partially based on, or the perception of, an individual's sexual orientation; age; sex; race; color; religious belief or practice; national origin; ancestry; marital status; citizenship status; a physical or mental disability unrelated to an individual's ability to perform the essential functions of his or her job with or without reasonable accommodation; or an unfavorable discharge from the military as defined in the Illinois Human Rights Act.
- 6-2.2 Recommended Disciplinary Procedures** - Sections 6-3.2(a) through 6-3.2(d) (listed as Exhibit A in Appendix to this Policy) are a recommended procedure for employee discipline consistent with legal guidelines and good personnel management.
- a. **Oral Warning** - The immediate supervisor will give an oral reprimand and point out the area(s) in which an employee is having difficulties and assist in making the necessary corrections. A short memo will be made of the conversation. The supervisor and the employee will initial the record. The employee's initial shall document receipt of the warning, and shall not constitute agreement with the oral warning. An employee's refusal to initial an oral warning shall not preclude it from having effect. The original copy will be maintained in the employee's personnel file and a copy will be furnished to the employee.
  - b. **Written Warning** - If the employee continues to have difficulties in the same area(s), or if the violation or infraction is more serious, the immediate supervisor will prepare a Written Warning which contains the 1) employee's name, 2) statement as to the date and the nature of the infraction, 3) the supervisor's performance expectation following the Written Warning, and 4) signature of the employee and immediate supervisor or signature of the employee and immediate supervisor or Department Manager. The original copy shall be placed in the employee's personnel file and a copy will be furnished to the immediate supervisor and employee.
  - c. **Suspension** - The Department Manager or designee may use suspension as an optional disciplinary action. Upon evidence or reasonable suspicion of a serious offense against the County or another employee and after consultation with the employee, the Department Manager or designee may order an employee absent from duties without pay for a period not to exceed five (5) working days. The Department Manager or designee shall, within twenty-four (24) hours of such action, prepare a written memorandum stating the grounds for such action and submit it to the CCNH Administrator and to the suspended employee. Such a memorandum shall be held confidential.
  - c. **Dismissal** - For severe violation or repeated violations, the Department Manager or designee may dismiss the employee. Before a Department Manager concludes discharge is appropriate, the employee must be given adequate notice of the reasons for dismissal and a fair opportunity to present his or her version of events. The employee and CCNH Administrator will be given a written report stating the reasons for dismissal.
- 6-2.3** Department Managers may consider the following factors in deciding whether discipline is appropriate in any particular case, and, if so, what level of discipline is appropriate. Regardless of whether an employee is covered by contract, bargaining

agreement, or statute, or is an at-will employee, the following are offered as guidance to decision-makers who may apply them with fair consideration of the specifics of the particular case:

- a. **Notice:** Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
- b. **Reasonable Rule:** Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
- c. **Investigation:** Did the employer make an effort to discover, fairly and objectively, whether the employee did in fact violate a rule or order?
- d. **Fairness:** Was the investigation conducted fairly and objectively?
- e. **Proof:** Did the investigator obtain substantial evidence or proof that the employee was guilty of violating the rule or order?
- f. **Equal Treatment:** Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all similarly-situated employees?
- g. **Penalty:** Was the degree of discipline administered by the employer reasonably related to the seriousness of the offense and the employee's record of service?

**6-2.4 Department Managers** – Recommended disciplinary procedures as outlined in Chapter 6-3.2 of this Policy shall apply to Department Managers, with said discipline to be determined by the CCNH Administrator.

## **CHAPTER 7 – WORKING HOURS AND COMPENSATION**

### **7-1 WORKING HOURS**

**7-1.1** Hours of work will vary based upon the needs of the facility and responsibilities of each job class. Department Managers will set the hours of work for each job class.

**7-1.2** Employees who work for at least 6 consecutive hours will be permitted at least 30 minutes for a meal period.

**7-1.3** Work breaks may be scheduled by the Department Head or Supervisor.

### **7-2 HAZARDOUS WEATHER DAYS**

**7-2.1** If a hazardous weather situation arises before the start of an employee's working hours the following procedures will be used:

- a. Based on reports from the Emergency Services and Disaster Agency (ESDA), and other factors determined by the Administrator and/or designee to be relevant, the Administrator and/or designee may declare a Hazardous Weather Day .
- b. Employees are to work their assigned schedule on a Hazardous Weather Day. Vacation or personal leave is to be used only after all efforts have been made

to arrive at the assigned time and after proper notification has been made. Employees who live in the geographic area for which Hazardous Weather Day has been declared and who must use vacation or personal leave because of the Hazardous Weather Day need not comply with vacation request requirements. Absences will not be considered unscheduled if they result from a Hazardous Weather Day.

**7-2.2** If a hazardous weather situation arises after the start of an employee's working hours, the employee's Department Head may allow the employee to leave work early if consistent with office staffing requirements, and the employee may utilize personal, vacation or compensatory time, or make arrangement with his/her Department Head to work additional hours, to compensate for those hours missed.

**7-2.3** The provisions of Section 7-2 should be considered to be advisory only as to elected Department Managers.

### **7-3 PAYCHECKS, PAYCHECK ERRORS AND DEDUCTIONS**

**7-3.1 Paychecks** - Payroll periods end every other Saturday night at 12:00 P.M. and pay periods begin at 12:01 A.M. on Sunday morning. Payroll checks are issued the first Friday following the end of a pay period. Departments are notified when paychecks are available to be distributed by the Department Manager. Paychecks which have not been picked up by the employee will be mailed four days after distribution. All deductions from an employee's gross pay are printed on the stub of each paycheck.

**7-3.2 Paycheck Errors** - Any paycheck errors should be referred to the employee within the department who regularly prepares the payroll. Corrections will be made no later than the following pay period with the approval of the Department Manager.

**7-3.3 Deductions** - The following deductions may be made from an employee's pay in accordance with established benefits, legal requirements and/or employee option:

- a. Federal and State Income Tax;
- b. FICA (Social Security);
- c. IMRF (Illinois Municipal Retirement Fund);
- d. Benefit deductions as requested, including but not limited to health insurance, life insurance, and dental insurance;
- e. Deferred Compensation;
- f. Voluntary Charitable Contribution;
- g. Credit Union;
- h. Others as requested and/or approved.

### **7-4 FINAL PAYCHECK**

Terminating employees will receive payment for accrued vacation and personal leave, and in the case of non-exempt employees for any unused compensatory time, in a lump sum with the regular biweekly paycheck for the final pay period worked. The rate of payment for unused compensatory time shall be based upon the average regular rate received by the employee during the last three years of the employee's employment, or the final regular rate received by the employee, whichever is higher.

# CHAPTER 8 – BENEFITS

## **8-1 HOLIDAYS**

**8-1.1 Official Holidays** - Except as otherwise provided by statute, the annual holiday schedule for Champaign County Nursing Home will be as follows:

New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday of November
Christmas Day	December 25th

**8-1.2 Holiday Observance** - Where an employee is scheduled and required to work on a holiday, equivalent time off will be granted within a reasonable period at a time convenient to the employee and consistent with the department's operating needs.

## **8-2 TIME OFF PAID SYSTEM (TOPS)**

**8-2.1 Purpose** . The purpose of the Time Off Paid System (TOPS) is to provide flexibility for employees to utilize paid time off to their best advantage and at the same time provide the Nursing Home with the necessary staff to maintain its function at an effective level.

**8-2.2 Definition** - TOPS is a single collection of paid time off for vacations, holidays, short-term illnesses, and personal and bereavement leave.

**8-2.3 Eligibility** . To be eligible for this benefit you must be employed as a full-time employee and/or part-time employee working a minimum of 30 hours per week on a regularly scheduled basis. All other employee classifications are ineligible.

### **8-2.4 Regulations**

- a. Supervisory personnel have the responsibility to maintain a staff adequate to provide the services expected of their respective areas. Therefore, they have the authority to determine employee schedules and to limit the granting of requests for TOPS, as necessary to fulfill that responsibility.
- b. Employees accrue TOPS and Reserve Hours based on the number of hours worked per pay period. During the probationary period, new employees cannot use TOPS and Reserve.
- c. TOPS (other than illnesses) must be scheduled through your supervisor.
- d. After the probationary period, all time off taken by an employee will be charged to the employee's TOPS hours. All TOPS hours taken must be available at the time that the hours are taken.
- e. Employees whose status changes from less than thirty (30) hours per week to thirty (30) or more hours per week will be eligible to use TOPS hours after serving initial six (6) months probation and three (3) months at 30 or more hours.

**8-2.5 Rate of Accrual of TOPS Hours**

Years Employed	Factor Applied to Hours Worked	Hours Accumulated Each Pay Period*	Actual Hours Earned Yearly*	Maximum Annual Accumulation
0 - 1	.07308	5.85	152	228
1 - 5	.07688	6.15	160	240
5 - 10	.10000	8.00	208	312
10+	.11925	9.54	248	372

\*For full-time employees working 80 hours per pay period.

- a. Employees earn TOPS on eligible hours worked up to 80 hours per pay period. TOPS is earned on scheduled hours worked and on hours taken as TOPS.
- b. No employee shall accumulate more than the maximum accrual for his/her years of service as stated above. Hours gained above the maximum will not be credited to the employee's TOPS time balance, but will be forfeited. This Section shall apply to all current employees effective December 1, 2003. Any unused TOPS time accrued prior to the effective date shall be kept in a separate record for future use or to be paid upon termination or retirement of employment with the Nursing Home.

**8-2.6 Reserve Account**

**8-2.61 Definition** - An accrued paid time off account reserved for short-term disability or hospitalization.

**8-2.62 Rate of Accrual of Reserve Account Hours**

Factor Applied to Hours Worked	Reserve Account Hours* Per Pay Period	Actual Hours Yearly*
.023077	1.84	48

\*For full-time employees working 80 hours per pay period.

**8-2.63 (b.4) amended 2/17/98 ORDINANCE # 556**

**8-2.64 Reserve Account Regulations**

- a. Reserve Accounts (effective December 1, 1993) may accumulate a maximum of **480 hours** (prior to December 1, 1993, maximum accrual was 360 hours) at which point, if needed, the long-term disability benefit under IMRF will provide protection.
- b. Eligible uses:
  - 1. Immediately when hospitalized and for post-hospitalization and convalescent care resulting there from and authorized by a physician and the Champaign County Nursing Home Administrator and/or Medical Director.
  - 2. Following an illness/injury absence of work of five (5) consecutive work days with a physician's verification and approval of the Champaign County Nursing Home Administrator and/or Medical Director.

3. For long-term, "serious" medical problems which may not require hospitalization but which re-occur within a sixty (60) day period, the five (5) consecutive work day requirement will be waived when authorized by the Champaign County Nursing Home Administrator and Medical Director who are the final authorities on all disputes, definitions, eligibility, and interpretations of this benefit.
4. Immediately when having scheduled out-patient surgery or a complex diagnostic procedure as verified by a licensed physician.
5. Up to six (6) weeks immediately following the legal adoption of a minor child.

### **8-3 BEREAVEMENT LEAVE**

Full-time and part-time employees shall be granted bereavement leave for the scheduled working hours on five (5) consecutive workdays following the death of a spouse, child, parent, or domestic partner; and for the scheduled working hours on three (3) consecutive workdays following the death of a brother, sister, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law or grandchild. Employees may use TOPS time during Bereavement Leave.

### **8-4 JURY/WITNESS DUTY**

- 8-4.1** Any employee who is called for jury duty shall be excused from work for the days served. The employee shall receive his/her normal rate of pay for each day of jury duty for which he or she would have worked. The employee shall give the supervisor reasonable notice of the needed leave for jury service, which requires the employee to deliver to the supervisor a copy of the summons within ten (10) days of the date of issuance of the summons to the employee. During this time, if the employee is not actually performing jury duty, the employee shall return to work for the remainder of the work day. The payment received for jury duty shall be returned to the County; however, the mileage reimbursement shall be retained by the employee.
- 8-4.2** If an employee is served a subpoena to appear for witness duty in a job-related capacity, or if requested to testify at a termination hearing, the individual will be paid his/her normal salary during the time the employee is required to be away from his/her place of work. If the testifying employee is not scheduled for a work shift during the time of a termination hearing, the employee will still be paid his/her normal wage for the time the employee has been requested to attend the hearing.
- 8-4.3** If an employee is served a subpoena to appear in court for a matter that is not related to his/her employment, the employee shall be granted unpaid time off in order to comply with the subpoena. The employee may choose to utilize accrued paid leave time instead.
- 8-4.4** Department Managers shall maintain records of the days on which jury and witness duty is served by employee.

### **8-5 FAMILY AND MEDICAL LEAVE OF ABSENCE**

Under the Family and Medical Leave Act of 1993 ("FMLA"), eligible employees are allowed to take unpaid leaves of absence for certain specified purposes.

**8-5.1 Eligible Employees** – An employee is eligible for FMLA leave if the employee has worked for at least twelve (12) months and has performed 1,250 hours of service for the County during the previous twelve (12) month period.

**8-5.2 Leave Requirements** - The County will extend up to twelve (12) weeks of FMLA leave during any twelve-month period to eligible employees (the twelve month period shall be a "rolling" 12-month period measured backward from the date an Employee uses any FMLA leave):

- a. To care for a newborn child during the first twelve months after birth;
- b. Because of the placement of a child for adoption or foster care within twelve months after the placement;
- c. To care for the employee's spouse, son, daughter, or parent (or certain other persons in a "parent" capacity) with a serious health condition;
- d. To attend to the employee's own serious health condition involving inpatient care or continuing treatment which causes inability to perform his/her job.

**8-5.3 Substitution of Paid Leave** - Paid leave will run concurrent with FMLA leave under certain circumstances:

- a. The County will require an employee to substitute any accrued paid vacation and personal leave for unpaid FMLA leave taken because of the birth or adoption of a son or daughter of the employee in order to care for the son or daughter, because of the placement of a son or daughter with the employee for adoption or foster care, or in order to care for the spouse, son, daughter, or parent of the employee if the spouse, son, daughter or parent has a serious health condition.
- b. The County will require an employee to substitute any accrued paid vacation, personal and sick leave for unpaid FMLA leave taken in order to care for the spouse, son, daughter, or parent of the employee if the spouse, son, daughter or parent has a serious health condition or because of the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.
- c. Employees may choose to use compensatory time for FMLA leave but are not required to do so.

**8-5.4 Length of Leave** - If medically necessary, a leave relating to a serious health condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. However, an employee who requests leave due to birth or adoption may not take leave intermittently, exceptions to be made by the CCNH Administrator.

An employee is entitled to no more than a total of twelve work weeks of FMLA leave, during any twelve month period. When both spouses are employed by the County, the total number of workweeks of leave utilized by both spouses will be limited to 12 workweeks if the leave is taken because of the birth of a son or daughter and in order to care for the son or daughter, the placement of a son or daughter with the employee for adoption or foster care, or to care for a sick parent of one of the employees if the parent has a serious health condition.

**8-5.5 Notice and Certification** - When leave is reasonably foreseeable, the employee must provide 30 days' advance notice of the leave to his/her department head.

When substituting paid sick, vacation, or personal leave for unpaid FMLA leave, the Employer may require a certificate from the appropriate physician. For unpaid leave, a medical certification of illness and its seriousness, both as to the employee and/or

a family member, will be required. It must also state the expected duration of the leave. Forms for such certification are available from the CCNH Administrator.

If there is reason to doubt the validity of the certification, the County may, at its own expense, require the employee or family member to obtain from a doctor of the County's choice. If a conflict arises, the County may require a third opinion. The third opinion shall be final and binding.

The County may also require that an employee obtain subsequent re-certifications on a monthly basis.

**8-5.6 Compensation/Benefits During Unpaid Leave** – During unpaid leave time, employees' wages and other benefits are not paid or accrued except for health and County paid life insurance, which will be continued on the same basis as if the employee continued in active status. The employee's portion of health insurance must be paid either through payroll deduction, or by direct payment by the employee to the County. The employee will receive a bill from the County for payment of health, life and/or dental premiums. If the premium is not paid by the stated due date, coverage will be canceled.

**8-5.7 Return to Work** - At the conclusion of leave, an employee will be restored to the position he/she held at the time the leave began or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless the employee's position would have been otherwise eliminated during the leave. Fringe benefits accrued prior to the leave will not be lost as a result of the leave. However, employees do not accrue additional seniority or employee benefits during the period of leave.

The County may deny reinstatement after leave to a salaried employee who is among the highest paid ten percent of its employees when denial is necessary to prevent substantial and grievous economic injury to the County. The County will provide prompt notification to the employee that reinstatement will be denied for that reason.

An employee who fails to return to work after the leave expires (other than due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control) will be liable to the County for its share of health plan premiums paid by the County during the period of leave. The County will recover the initial sums through deductions from any sums due to the employee (e.g. unpaid wages, vacation pay, etc.) Any balance will be recovered through legal action.

## **8-6 MILITARY LEAVE**

Employees performing military duties are entitled to numerous protections under federal and Illinois law. When addressing issues of military leave and its impact on County employment, supervisors are advised to consult with the Civil Division of the State's Attorney's Office or the Human Resources Generalist in the CCNH Administrator's Office.

**8-6.1 Leave** will be granted from County employment for any period actively spent in military service, whether voluntary or involuntary, including –

- a. A period for which the employee is absent from employment for the purpose of an examination to determine the fitness of the employee to perform military duty;



- b. Active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty;
- c. Basic training, special or advanced training, and annual training;
- d. Training or education under the supervision of the United States preliminary to induction or enlistment into military service;
- e. Active military duty as a result of an order of the President of the United States or the Governor of Illinois;
- f. The performance of funeral honors duty pursuant to military orders in preparation for or to perform funeral honors functions at the funeral of a veteran.

### **8-6.2 Pay**

- a. For periods of annual training, the employee shall continue to receive his or her regular compensation as a County employee.
- b. For periods of basic training, up to sixty (60) days of special or advanced training, or mobilization as a result of an order of the President of the United States, the employee shall receive his or her regular compensation as a County employee minus the amount of his or her base pay for military service.

**8-6.3 Insurance** – Insurance coverage and its automatic continuation upon the employee's return to County employment shall be made available to the employee.

### **8-6.4 Other Benefits**

- a. Seniority shall continue to accrue during periods of military leave.
- b. Pay raises, promotions or other benefits dependent on the passage of time accrue to the employee's benefit as if the employee were present for work during the entire period of military duty.
- c. Pay raises, promotions or other benefits based on merit or otherwise related to demonstrated skill or efficiency shall not accrue during the employee's absence due to military duty.
- d. Pension rights and benefits shall be protected and preserved for the duration of the employee's military service as if the employee were a County employee for the entire period of military duty.

### **8-6.5 Reinstatement**

- a. **Notice** – Any County employee seeking to return to CCNH employment following the completion of military duty must notify the County within ninety (90) days of completion of that military duty, or from any hospitalization continuing after discharge for a period of not more than one (1) year in order to be eligible for reinstatement under this Section. If the employee does not notify the County of his or her request for reinstatement within that time frame, the employee shall be considered absent from work and subject to discipline or discharge.

b. **Reinstatement**

- (i) If the employee seeking reinstatement is still qualified to perform the duties of the position which he or she left, the employee shall be promptly restored to the position which he or she left for military duty, with the same increase in status, seniority and wages that were earned during the period of military service by employees who were in similar positions during the employee's military duty, or to a position of similar seniority, status and pay, unless the County's circumstances have so changed as to make it impossible or unreasonable to do so.
  - (ii) If the employee seeking reinstatement is not qualified to perform the duties of the position which he or she left due to reasons other than disability, such as a lapse in necessary licensure or similar documentary or training requirement, the County shall make reasonable efforts to qualify the employee in an attempt to restore the employee to the position which he or she left for military duty, with the same increases in status, seniority and wages that were earned during the period of military service by employees who were in similar positions during the employee's military duty, or to a position of similar seniority, status or pay, unless the County's circumstances have so changed as to make it impossible or unreasonable to do so. If the employee cannot become qualified with reasonable efforts by the County, the employee shall be reemployed in a position which is the nearest approximation of position which the employee left to perform military duty.
  - (iii) If the employee seeking reinstatement is not qualified to perform the duties of the position which he or she left by reason of disability suffered during military duty but qualified to perform the duties of any other position within the County, the employee shall be promptly reemployed to another position the duties of which he or she is qualified to perform and as will provide the employee with like seniority, status and pay, or the nearest approximation, consistent with the circumstances of the employee's particular case.
- c. Any employee restored to County employment following military duty shall not be discharged from County employment without cause within one (1) year of restoration to employment.

**8-7 FAMILY MILITARY LEAVE**

An employee who is the spouse or parent of a person called to military service lasting longer than thirty (30) days with the State or United States pursuant to the orders of the Governor or the President of the United States may take up to thirty (30) days of unpaid leave under the Family Military Leave Act.

**8-7.1 Eligible Employees** - An employee is eligible for Family Military Leave if the employee has been employed by the County for at least twelve (12) months, and has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. Furthermore, no leave may be taken by an employee under this Section unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave.

**8-7.2 Leave Requirements** - The County shall provide up to thirty (30) days of unpaid family military leave to an employee during the time federal or state deployment orders are in effect, subject to the conditions set forth in this Section.

**8-7.3 Notice and Certification** – The employee shall give at least fourteen (14) days notice of the intended date upon which the family military leave will commence if leave will consist of five (5) or more consecutive work days. Where able, the employee shall consult with the employer to schedule the leave so as to not unduly disrupt the operations of the employer. Employees taking military family leave for less than 5 consecutive days shall give the employer advanced notice as is practicable. The employer may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

**8-7.4 Continuation of Benefits** - During any family military leave, the County will make it possible for employees to continue their benefits at the employee's expense. The County and employee may negotiate for the employer to maintain benefits at the employer's expense for the duration of the leave. Furthermore, taking family military leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

**8-7.5 Reinstatement** – Upon expiration of the leave, the employee shall be entitled to be restored to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

## **8-8 SCHOOL VISITATION LEAVE**

Under the School Visitation Leave Act, eligible employees are allowed to take unpaid leave for certain school-related functions concerning their children.

**8-8.1 Eligible Employees** – An employee is eligible for School Visitation Leave if the employee has worked for the County for at least six (6) months preceding the request and worked an average number of hours per week which is at least half of the full-time hours for that job classification during those six (6) months. Furthermore, no leave may be taken by an employee under this Section unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee except sick leave and disability leave.

**8-8.2 Leave Requirements** – The County will grant an employee unpaid leave of up to a total of eight (8) hours during any school year, and no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's biological, adopted, foster, or stepchild, or legal ward of the employee, who is enrolled in a public or private primary or secondary school, if the conference or classroom activities cannot be scheduled during non-work hours.

**8-8.3 Notice and Certification** – Before arranging attendance at the conference or activity, the employee shall provide the supervisor with a written request for leave at least seven (7) days in advance of the time the employee is required to utilize the visitation right. In emergency situations, no more than 24 hours notice shall be required. The employee must consult with the employer to schedule the leave so as not to disrupt unduly the operations of the employer. Upon completion of the school visitation, the employee shall submit verification of the exact time and date the visitation occurred.

**8-8.4 Alternate Work** – An employee who utilizes or seeks to utilize the rights afforded by this Section may choose the opportunity to make up the time so taken on a different day or shift as directed by the supervisor. An employee may not be required to make up the time taken, but if the employee does not make up the time taken, the employee shall not be compensated for the time taken. An employee who does make up the time taken shall be paid at the same rate as paid for normal working time. The County shall make a good faith effort to permit an employee to make up the time taken for the purposes of this Section. If no reasonable opportunity exists for the employee to make up the time taken, the employee

shall not be paid for the time. A reasonable opportunity to make up the time taken does not include the scheduling of make-up time in a manner that would require the payment of wages on an overtime basis. If unpaid leave under this Section conflicts with the unreduced compensation requirement for exempt employees under the federal Fair Labor Standards Act, the County may require the employee to make up the leave hours within the same pay period.

## **8-9 VOTING LEAVE**

**8-9.1** Any employee entitled to vote at a general or special election or at any election at which propositions are submitted to a popular vote shall be entitled to take leave from work for a period of two (2) hours between the time of opening and closing the polls on the day of the election for the purpose of voting. Employees may use TOPS during Voting Leave.

**8-9.2** The employee must request leave prior to the day of election.

**8-9.3** The employer may specify the hours during which the employee may leave to vote, except that the employer must permit a 2-hour absence during working hours if the employee's working hours begin less than 2 hours after the opening of the polls and end less than 2 hours before the closing of the polls.

## **8-10 HEALTH AND TERM LIFE INSURANCE**

**8-10.1** An employee (including per diem employees) must work at least thirty (30) hours per week and have completed three (3) months of employment to be eligible for the County insurance benefit program. The County provides group health and life insurance coverage. The County Board shall offer such group health and life insurance programs as it determines. The County Board shall determine annually the amount which it will contribute toward group health and life insurance coverage on behalf of each employee. Employee choice of group health insurance program shall not interfere with the employee's group life benefits. If the cost of a particular group health insurance program is more than the County contribution, the employee shall pay the additional amount through payroll deduction. If the employee wishes to have dependent coverage, the employee must assume the responsibility for dependent premiums through payroll deduction.

An employee in a full-time, temporary employment status with the County may be eligible for Health Insurance benefits upon employment as a regular full-time employee under the following condition: That the employee has had three months continuous unbroken employment with the County for a three-month period immediately prior to the employment by the County as a regular full-time employee.

**8-10.2** If an employee retires from the County on an IMRF pension or qualifies for IMRF permanent disability, the individual may retain health insurance coverage and reimburse the County for the premiums. Arrangements may be made through the CCNH Administrator's Office.

## **8-11 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)**

The benefits of the Illinois Municipal Retirement Fund and eligibility for IMRF are determined by the state law and not by the County. The benefits are subject to change without notice from the County. Included are temporary and permanent disability payments, pension and death benefits. See the most recent edition of the pamphlet distributed by IMRF or visit [www.imrf.org](http://www.imrf.org) for a detailed description of benefits.

## **8-12 WORKER'S COMPENSATION AND RETURN TO WORK FOLLOWING INJURY POLICY**

It is the policy of Champaign County to promote a safe work place for its employees. When an employee is off work due to a work-related illness or injury, the County will monitor the status of such an employee, and when available will assist the employee in obtaining rehabilitation services in order for the employee to return to work. An employee who is off work due to a work-related illness or injury is expected to cooperate with any county programs or policies designed to help the employee return to work and to assume their full job responsibilities. The County shall oversee the management of its workers compensation program, and shall investigate all workers compensation claims as necessary to ensure uniform reporting procedures. It is the policy of the County to make every reasonable effort to accommodate an injured employee, unless such accommodation poses undue hardship on the County.

**8-12.1 Procedure** – Any employee injured on the job or who acquired a job-related illness is required to report the incident to their supervisor as soon as practicable after it is known that such injury or illness is job-related. The report shall contain the approximate date and place of the accident, if known, and may be given to the supervisor either orally or in writing.

- a. When an employee sustains what he/she believes to be a work-related injury or illness, and has reported the said work-related injury or illness to his/her supervisor, the employee shall then report to his/her immediate supervisor for the coordination of his/her initial care and treatment. The employee is encouraged to seek treatment from Carle Clinic Occupational Medicine. The employee also has the option of seeking treatment through the medical care provider from whom they have insurance coverage. If the employee needs urgent medical attention, the employee's immediate supervisor shall call 9-1-1 to have the employee transported to the closest hospital for treatment.
- b. After coordinating the employee's initial care and treatment as described in 8-16.1(a), the employee's immediate supervisor shall complete the State of Illinois Employer's First Report of Injury or Illness (known as Form 45) within twenty-four hours of the employee's report, and obtain the signature of the Department Manager or Department Manager's designee on the said report. If the Department Manager or designee is not available to sign the report within the twenty-four hour period, the immediate supervisor shall fax the said report to the Insurance Specialist in Administrative Services. The Supervisor's Incident Investigation Report should also be prepared within twenty-four hours of the incident, unless the said forms cannot be completed during the immediate supervisor's regular working hours, in which case the immediate supervisor shall advise the Department Manager or Department Manager's designee which forms are incomplete, and what further information is necessary to complete the said forms.
- c. The immediate supervisor is responsible for the initial investigation of the employee's reported work-related injury or illness. Supplemental and/or conflicting information, including any written statements by the injured employee, should be noted by the immediate supervisor on the appropriate form, or in a separate memo to the Department Manager or the Department Manager's designee. The immediate supervisor shall also include within the initial investigation report a list of any witnesses to the injury or illness claimed by the employee.
- d. In order to determine whether the injury or illness reported by the employee is a compensable injury and to determine the nature, extent, and probable duration of the injury, the employer may require the employee to undergo a

medical evaluation by a duly qualified medical practitioner or surgeon of the employer's choice, with the said evaluation to be paid for by the employer, for the purpose of determining the nature, extent and probable duration of the injury received by the employee, and for the purpose of ascertaining the amount of compensation which may be due the employee from time to time for disability according to the provisions of the Workers Compensation Act.

- e. An employee must provide whatever medical releases of information are necessary to his/her immediate supervisor, and the Insurance Specialist, for all physicians, surgeons, therapists, or other medical providers as to any evaluation, treatment, testing, prescribed medications or other medical information relevant to the evaluation and treatment of the employee's work-related illness or injury, as well as any recommendations made by any medical providers as to the employee's ability to return to the employee's job, or transitional work. It shall be the responsibility of the immediate supervisor to work with the employee to obtain the said releases. The employee shall not be allowed to return to work or transitional return to work duty assignments unless and until the said medical releases have been executed, and the return to work has been authorized by the employee's medical providers in conjunction with the employer.
- f. All employee injury reports will be logged by the Insurance Specialist. If the employee misses work time or is required to undergo medical evaluation and/or treatment for the employee's work-related injury or illness, the Insurance Specialist shall forward all reports for that employee to the designated Third Party Administrator (TPA). All employees and their supervisors are required to cooperate fully with the County's Insurance Specialist and the TPA in the investigation of all reported injuries.
- g. If the employee receives any medical bills for the treatment of his/her work-related injury or illness, the employee shall send such bills to the Insurance Specialist.
- h. The Insurance Specialist shall serve as the administrator of the County's Workers Compensation Program, and shall be responsible for working with employees, their supervisors, and Department Managers to answer any questions about benefits, rights, or obligations pursuant to the County's Workers Compensation Program.

**8-12.2 External Case Management** - Any employee claims for work-related injuries or illnesses which are expected to cause the employee to miss work for more than thirty days, or which require specialized services for the employee not available within the County, will be referred by the Insurance Specialist to a TPA for professional case management, and/or for medical and/or vocational services. The Insurance Specialist shall require the TPA to provide written reports on the employee's progress on a monthly basis.

- a. The employee who has suffered a work-related injury or illness shall be required to participate in the development and implementation of his/her return to work, which shall include:
  - (i) Cooperating with and implementing any recommended treatment, evaluations or therapies from physicians, therapists, and surgeons;
  - (ii) Sharing all information pertinent to the employee's work-related injury or illness with all physicians, therapists, and surgeons;
  - (iii) Signing any and all releases of information necessary for the employer to monitor the employee's progress in returning to work;

- (iv) Abiding by all recommended medical restrictions while at work, or off work;
  - (v) Requesting assistance for medical or vocational services designed to return the employee to work;
  - (vi) Scheduling and attending medical appointments which will cause the least work disruption, and communicate information about medical appointments to the immediate supervisor as soon as such medical appointments are scheduled;
  - (vii) Maintaining regular contact with the immediate supervisor;
  - (viii) Contacting the immediate supervisor about any accommodations the employee feels are necessary to assist the employee to return to work;
  - (ix) Participating in a functional capacity evaluation as directed by the employer;
  - (x) Complying with all safety rules and regulations of the employer.
- b. The immediate supervisor shall work with the employee in developing and implementing the employee's return to work after a job-related illness or injury. The immediate supervisor shall:
- (i) Contact the Insurance Specialist and the Department Manager about any accommodations requested by the employee in the return of the employee to work.
  - (ii) Contact the Insurance Specialist and the Department Manager about any changes in the employee's medical condition.
  - (iii) Contact the Insurance Specialist and the Department Manager if the employee does not cooperate with the requirements of 8-16.2.
- c. The TPA, together with the employee's immediate supervisor and the Insurance Specialist, will investigate all workers compensation claims and make compensability determinations in accordance with the Illinois Workers Compensation Act. The TPA will determine what benefits are due to the employee and pay such benefits as are required by statute. The Insurance Specialist or the TPA may contact employees to obtain information necessary to process the employee's claim. The TPA shall answer any employee questions concerning the claims process.
- d. If after a comprehensive investigation of a workers compensation claim, it is determined by the TPA, Insurance Specialist, and Department Manager that an employee has knowingly submitted a fraudulent claim, said employee will be subject to discipline, up to and including discharge.
- e. The Insurance Specialist shall serve as the Administrator of the County's Workers Compensation program. The Insurance Specialist shall provide advice and information to all immediate supervisors and Department Managers concerning the program, and shall assist immediate supervisors and Department Managers in meeting their responsibilities pursuant to the program.
- f. The Department Manager or the Department Manager's designee shall identify and select a management representative to serve as the coordinator of any and all claims pursuant to the County's Workers Compensation program within that Department.

8-12.3 **CCNH Work Transition Policy** – The Champaign County Nursing Home shall, when appropriate and available, provide the opportunity for transitional work to any employees suffering from a job-related injury or illness in order to allow the

employee to return to work safely by accommodating the employee's inability to meet all of the demands of the employee's regular work position. Work transition may include the following:

- a. Modification of the current job prioritized as follows:
  - (i) Current job—same work location
  - (ii) Modified job—same work location; modifications of work tasks or job demands which meet the employee's functional capacity; modification of work tasks to be completed by the employee which meets the employee's functional capacity
  - (iii) Current job—different work location
  - (iv) Modified job—different work location; modifications of work tasks or job demands which meet the employee's functional capacity; modifications of work tasks to be completed by the employee which meet the employee's functional capacity
  - (v) Limited special assignments
  - (vi) Participate in rehabilitation programs to allow the employee to work and also participate in services to reduce the impairment, facilitate the employee's medical progress, and prevent long term disability.
  
- b. The length of the work transition period should not exceed thirty work days unless an extension is approved by the employee's Department Manager. An extension may be granted based on the employee's medical needs or inability of the employee to fully perform former job demands, but if extended shall not exceed ninety work days in length. Any extension of the work transition period beyond ninety work days must be approved in advance by the CCNH Administrator.

**8-13 VESSA (VICTIM'S ECONOMIC SECURITY AND SAFETY ACT, P.A. 93-0591)**

**8-13.1** In order to ensure the economic security and safety of Champaign County employees, an eligible employee will be granted unpaid leave for situations when the employee has been subject to domestic or sexual violence, or in order to help a family or household member who is a victim of domestic or sexual violence, not caused by the employee. In addition, victims of domestic or sexual violence will be eligible for insurance and protection from employment and insurance discrimination. Eligibility for such protections is dependent upon the employee's ability to perform the essential functions of their position but for being a victim of domestic or sexual violence, and any requested accommodation must not pose an undue hardship on the County's operations.

**8-13.2** Eligible employees will be granted job-protected unpaid leave to conduct the following activities related to the domestic or sexual violence during work hours:

- a. To seek medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence;
- b. To obtain services from a victim services organization;
- c. To obtain psychological or other counseling;
- d. To participate in safety planning, to temporarily or permanently relocate, or



to take other actions to increase the safety of the employee from future domestic or sexual violence or to ensure economic security;

- e. To seek legal assistance or remedies to ensure the health and safety of the employee, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

**8-13.3** Employees are entitled to 12 workweeks of VESSA leave during any 12-month period and are entitled to take leave upon at least 48 hours notice (where practicable). VESSA does not create a right for an employee to take unpaid leave that exceeds the unpaid leave allowed under, or in addition to, the Family and Medical Leave Act. Sick, vacation, personal, FMLA leave or compensatory time may be substituted for the unpaid leave provided under this Act.

**8-13.4** The Department Manager shall require certification from the employee that VESSA leave is for a qualifying reason. Certification consists of:

- a. A sworn statement of the employee, and
- b. One of the following:
  - (i) Documentation from an employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of violence;
  - (ii) A police or court record; or
  - (iii) Other corroborating evidence. The Department Manager shall keep such documentation in the strictest of confidence.

**8-13.5** An employee who takes such leave is entitled to be restored to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The employee shall retain all benefits accrued prior to the date leave commences (including life and health insurance, sick and vacation leave, educational benefits and pensions) but the employee is not entitled to accrue seniority or additional employment benefits during the leave. The employee is also entitled to continued health insurance during any period of leave on the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the County can recover the premium the employer paid for health insurance, provided the reasons the employee has not returned do not include the continuation, recurrence, or onset of domestic or sexual violence or other circumstances beyond the employee's control. The County may also require certification of such reasons.

**8-13.6** It is unlawful to interfere with an employee's exercise of right under the Act or to discriminate in employment against an individual because:

- a. The individual:
  - (i) Is, or is perceived to be, a victim of domestic or sexual violence;
  - (ii) Has attended, participated in, prepared for, or requested leave to attend, participated in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member was a victim; or
  - (iii) Requested an adjustment to a job, structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment,

installation of a lock, or implementation of a safety procedure in response to actual or threatened domestic or sexual violence; or

- b. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

## CHAPTER 9 – SALARY ADMINISTRATION GUIDELINES

### 9-1 DEFINITIONS

**9-1.0 Program Administrator** – The term Program Administrator refers to the CCNH Administrator. To improve the effectiveness of this salary administration program, other management officials may be delegated specific responsibilities. The Nursing Home Board of Directors remains responsible for policy determination and for oversight; routine operating authority for implementing this salary administration program rests with the CCNH Administrator.

**9-1.1 Position Description** – A written set of criteria regarding the essential duties and responsibilities performed in a position and the minimum knowledge, skills, abilities, education, training, and experience required to perform the job. Position descriptions will be coordinated and maintained by the Program Administrator, in consultation with the appropriate department managers.

Position descriptions may be modified to reflect changing job requirements. Positions undergoing such modification may be reevaluated and graded to account for changes in responsibilities.

**9-1.2 Authorized Position** – A single job slot allocated to the Nursing Home and authorized by the Nursing Home Board of Directors as full-time or part-time. Part-time positions are stated as a percentage of full-time or average hours worked. All authorized positions shall be identified by a CCNH position description.

**9-1.3 New Position** - Creation of a new authorized position which has been approved by the Nursing Home Board of Directors. No hiring into a new position can occur until the new position had been described, point-rated, graded, and authorized.

**9-1.4 Reclassification/Position Re-Evaluation** – The process of deleting an existing authorized position and creating a new authorized position based upon an existing or new position description.

**9-1.5 Midpoint** – The midpoint, as a control point, represents the dollar value that the Nursing Home is willing to pay an experienced employee for performing consistently competent work that fully meets all position requirements in a job of a given level of difficulty and responsibility. It also should reflect favorable competitive rates paid in the employment market for experienced employees in similar jobs.

**9-1.6 Maximum** – The maximum salary is the highest salary paid for a particular position. The maximum is expressed as 120% of the midpoint.

**9-1.7 Minimum** – The minimum salary is the lowest beginning salary for a particular position. The minimum is expressed as 75% of the midpoint.

- 9-1.8 Salary Range** – A salary range is established based on the midpoint and represents the dollar value of an experienced employee for performing consistently competent work that fully meets all position requirements. The salary range represents the normally expected range an individual can expect as compensation for good, consistent performance. Structurally, the salary minimum is 75% of the midpoint, and the maximum is 120% of the midpoint.
- 9-1.9 Experienced** – A candidate whose Knowledge, Skills, Abilities; and Education and Experience substantially exceed the minimum requirements as stated in the position description.
- 9-1.10 Inexperienced** – A candidate whose Knowledge, Skills, Abilities; and Education and Experience meet the minimum requirements as stated in the position description.
- 9-1.11 Exempt/Non-Exempt Pay Practice Status** – Determination made by the State’s Attorney’s Office, or other delegated legal counsel, according to the Fair Labor Standards Act (FLSA) Guidelines of the salary grid applicable to a position.
- 9-1.12 Promotion** – A promotion exists when an employee is proposed to be hired to an open position or when a re-evaluation of a current position has resulted in the position being placed in a higher salary grade.
- 9-1.13 Transfer to a Lower Salary Range** – Transfer to a lower salary range is defined as a permanent change from a position in one salary range to a position where the job is placed in a lower salary range, as expressed by job content evaluation points.
- 9-1.14 Lateral Transfer** – A lateral transfer occurs when an employee moves to a new position, which is assigned to the same grade as the employee’s previous position. An employee who makes a lateral transfer to a position in the same grade will not receive a salary adjustment, and shall keep full credit for time served with the employer (Champaign County).

**9-2 SCHEDULE OF AUTHORIZED POSITIONS & SALARY GRID**

- 9-2.1** The Schedule of Authorized Positions reflects the quantity and position title of all permanent positions in the Nursing Home as approved by the Nursing Home Board of Directors. The Nursing Home Board of Directors’ appropriations for salaries in the Nursing Home’s budget will only be made to positions approved in the Schedule of Authorized Positions. No full-time, part-time, or per diem employee may be paid except through service in a position authorized on the Schedule of Authorized Positions. Additions or deletions to the Schedule of Authorized Positions will be made via the annual budget process or on an exception basis by Nursing Home Board of Directors. The CCNH Administrator will be responsible for maintaining the Schedule of Authorized Positions.
- 9-2.2** The Salary Grids reflect every position title in the Nursing Home personnel system, with the exception of positions represented by bargaining units, with a minimum, midpoint, and maximum salary for each position. Per diem employees are reflected in the salary grids with a single daily per diem figure.

The Nursing Home maintains two salary grids, one determining a pay practice for Exempt positions and one determining a pay practice for Non-Exempt positions. An employee’s salary will be between the minimum and maximum, but may not exceed the maximum. Per Diem employees are reflected in the salary grids with a single per diem figure.

A position analysis is conducted to assign a point rating to each position. Point ratings correspond to the facility salary grid. Positions are assigned a salary using the position analysis score and with consideration for salary equity. The CCNH Administrator is responsible for maintaining equitable salaries within the Home.

### **9-3 ADMINISTRATION**

The effective planning and control of salary costs requires a systematic procedure which includes:

- Review and adjustment of the midpoint salary policy consistent with competitive and economic conditions.
- Determination of funds required for policy implementation.
- Distribution of allocated funds among departments via the budget process.
- Efficient control of fund utilization throughout the budget period.

No change or addition to the Schedule of Authorized Positions or to the Salary Grid will be made except in accordance with the following procedures:

**9-3.1 Hiring Procedures** – Employees meeting the definition of “Inexperienced” should be hired at the minimum salary. There may be extenuating market circumstances that, on occasion, may require the approval of the CCNH Administrator to hire above the minimum. Inexperienced candidates should not be hired above the mid-point salary.

Employees meeting the definition of “Experienced” may be hired at any point up to the mid-point commensurate with experience, credentials, and market conditions. Where extenuating conditions make hiring past the mid-point a necessity, the approval of the CCNH Administrator is required.

### **9-3.2 Salary Midpoint Adjustment – Related Adjustments to Salary Ranges**

1. The Nursing Home Board of Directors will review the salary midpoint policy annually during the budget review process.
2. The CCNH Administrator will recommend appropriate adjustments to the Nursing Home Board of Directors based upon data regarding employment and competitive market trends, inflation forecasts, projected salary movement, pertinent economic factors, and other relevant information.
3. The CCNH Administrator shall cause the midpoint for each position to be established for each fiscal year; the midpoint should reflect the current market wage for comparable positions.
4. Unless otherwise specified, any midpoint salary adjustment – and any related adjustments to the salary ranges – shall take effect on the first day of the fiscal year immediately following approval by the Nursing Home Board of Directors.

**9-3.3 Merit Adjustments** – Determination of individual merit increases will be made by the Administrator based on employee performance as recorded on the employee’s annual performance appraisal or on any interim performance appraisal.

- 9-3.4 Eliminated Positions** – Positions that have been eliminated from CCNH may be dropped from the salary grid.
- 9-3.5 New Positions** – New positions may be created from time to time to further the mission of CCNH. No position may be added without having a written position description evaluated, point-ranked, graded, and **reviewed** for internal equity. The number of FTE in a particular position is controlled by the nursing home budget and its current operating performance.
- 9-3.6 Above Max Increases** – There will be no increases granted above any salary grade’s maximum.
- 9-3.7 Market Inequities** – Occasionally, a position will be point-rated and graded properly. But, due to market aberrations, the salary assigned to the grade may not be sufficient to attract personnel. In such cases, the position shall remain in the correct grade, but the employee may be paid out of a higher grade. The approval of the CCNH Administrator is required.

## **CHAPTER 10 – DRUG- AND ALCOHOL-FREE WORKPLACE**

### **10-1 DRUG- AND ALCOHOL-FREE WORKPLACE**

Champaign County is committed to programs that promote safety in the workplace, employee health and well-being and citizens’ confidence. Employee involvement with drugs and alcohol can adversely affect job performance and employee morale, jeopardize employee safety, and undermine citizens’ confidence. The County’s goal, therefore, and the purpose of this policy, is to establish and maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse. Consistent with this goal and commitment, and in response to the requirements of the Drug-Free Workplace Act (30 ILCS 580/1-11), the Champaign Nursing Home Board of Directors has developed this policy statement regarding the use, sale, possession, and distribution of controlled substances, including cannabis and alcohol, by its employees, or on its premises.

- 10-1.1 Use, Possession, Transportation, Sale, Distribution** – The use, possession, sale, transportation, or distribution of controlled substances, including cannabis or alcohol by anyone while on County property or on County business may be cause for discharge. Controlled substances or alcohol shall be taken into custody, and the appropriate law enforcement agencies will be notified.
- 10-1.2 Over-The-Counter or Prescribed Medications** – Employees who take over-the-counter or prescribed medications are responsible for being aware of any effect the medication may have on the performance of their duties and must promptly report to their supervisors the use of medication likely to impair their ability to do their jobs. An employee who fails to do so shall be subject to disciplinary action, up to and including discharge. Moreover, employees who take over-the-counter or prescribed medication contrary to doctor’s instructions may be subject to disciplinary action, up to and including discharge.
- 10-1.3 County Property Defined** – For purpose of this policy, the term “County property” shall include all land, buildings, structures, parking lots, and means of transportation owned by or leased to the County.
- 10-1.4 Employee Assistance Program** – The County encourages any employee who feels they may have a drug or alcohol problem to contact his or her immediate supervisor

or the Insurance Specialist for assistance. The County will, at the employee's request, refer him or her to the employee's designated healthcare provider for information or professional assistance, which will be at the employee's expense over and above any covered benefit amount. All communications will be strictly confidential. Employees will not be subject to discipline for seeking such assistance prior to detection. However, this will not thereafter excuse violations of this drug and alcohol policy for which the employee is subject to discipline.

**10-1.5 Discipline** – Any employee who violates this policy will be discharged.

**10-1.6 Progressive Discipline Not Applicable** – Any other disciplinary methods previously used by the County do not apply to violations of this drug and alcohol policy. Discipline for violations of this drug and alcohol policy shall be governed solely by the policy itself.

**10-1.7 Satisfactory Completion of Program** – Any employee who is required by this policy to satisfactorily participate in a drug or alcohol assistance or rehabilitation program shall furnish his or her Department Manager written proof of the satisfactory completion of the program.

**10-1.8 Condition of Employment** – As a condition of employment,

- a. The County requires that all employees acknowledge that they will:
  - (i) Abide by the terms of this policy;
  - (ii) Notify the Department Manager of his/her department of any conviction for a violation of a criminal drug statute no later than five days after conviction; and
  - (iii) If convicted of a violation of a criminal drug statute, satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program.
- b. If Champaign County receives notice from an employee of a conviction of a violation of a criminal drug statute, Champaign County will:
  - (i) Take appropriate action against such employee up to and including termination of employment; and/or
  - (ii) Provide employee assistance as stated in subsection 10-1.5 above.

## **CHAPTER 11 – WORKPLACE VIOLENCE POLICY**

### **11-1 WORKPLACE VIOLENCE POLICY**

The County of Champaign values its employees and citizens and the Nursing Home Board of Directors affirms its commitment to providing workplaces and facilities that minimize the potential for violence. It is the intent of this policy to ensure that everyone associated with Champaign County, including employees and the public, never feel threatened by any form of violence. Champaign County has a zero tolerance policy for violence, whether by or toward employees. "Violence" shall include physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It shall also include acts, threats, intentions of harm, destruction towards self, others or property, and may be psychological as well as physical, and the perception thereof.

**11-1.1 Disciplinary Action** – If it has been determined that an employee is engaging in any form of violence in the workplace or threatening violence in the workplace, the employee shall be terminated immediately. No talk of or joking about violence will be tolerated. In cases of acts or threats of violence by employees, the County endorses immediate and definitive use of the disciplinary process outlined in this document, resulting in termination of said employees. Criminal prosecution will be pursued as appropriate, as well.

**11-1.2 Responsibility**

- a. The CCNH Administrator’s Office has overall responsibility for maintaining this policy, administering workplace violence prevention measures, and coordinating post-incident activities. The CCNH Administrator’s Office will also identify resources that departments may use in developing their training plans and workplace violence measures.
- b. Managers and supervisors shall make safety one of their highest concerns. When made aware of a real or perceived threat of violence, management shall conduct a thorough investigation, provide support for employees, and take specific actions to help prevent all acts of violence. Management is also responsible for documenting and reporting such incidences to the respective Department Managers.
- c. Employees shall report all acts and/or threats of violence to their supervisors or Department Managers. Employees should learn to recognize and respond to behaviors by potential perpetrators that may indicate a risk of violence.

**11-1.3 Continual Review** – The CCNH Administrator’s Office shall develop a method for receiving and reviewing reports of violence and threats of violence. Information and data from such reports shall be utilized to establish a continual improvement process for reducing the potential for adverse outcomes associated with acts or threats of workplace violence.

## **CHAPTER 12 – ANTI-HARASSMENT POLICY**

### **12-1 ANTI- HARASSMENT**

12-1.1 It is the policy of Champaign County Government to provide to all officials and employees a work environment free of harassment based upon gender, ethnicity, race, sexual orientation, religious affiliation, age, physical and mental disability, and marital status, as well as sexual harassment. It is the right of all employees to work in an environment free from harassment and the responsibility of all employees to refrain from harassment. Champaign County prohibits sexual harassment and harassment based upon gender, ethnicity, race, sexual orientation, religious affiliation, age and physical and mental disability of and by its employees. Harassment is inappropriate, offensive, and, in specific cases, may be illegal and will not be tolerated by Champaign County.

Harassment refers to physical or verbal actions that have the purpose or effect of unreasonably interfering with a person’s work performance, which create a hostile, intimidating, or offensive environment and which is based on the sexual orientation, race, color, religious belief or practice, national origin, ancestry, gender, age, citizenship status, marital status, or disability of the person that feels harassed or discriminated against. Such actions, intentional or not, can annoy or disturb

members of one sex, ethnicity, race, sexual orientation, religion, age, marital status and disability. Examples include but are not limited to:

- a. Unwelcome sexual advances, requests for sexual favors, or physical conduct of a sexual nature;
- b. Any sexual, ethnic, racial, gender or religious-related jokes, comments, insults, cartoons, innuendoes, or personal conduct or mannerisms that could be construed as offensive, intimidating, or hostile as measured from the point of view of a reasonable person of the same protected group;
- c. Demeaning comments or ridicule of an employee based on the employee's status as a member of a protected group;
- d. Repeated unwanted, unwarranted, or unsolicited off-duty telephone calls, contact, or conduct that violates this policy;
- e. Submission to or rejection of such conduct is used as the basis for employment decisions;
- f. Displaying or permitting the display of pictures, drawings, or graffiti that could be considered a violation of this policy.

Champaign County directs all employees and supervisory personnel within Champaign County to ensure that their workplaces are free of harassment. Department Managers and supervisory personnel shall be responsible for supporting training on sexual, ethnic, racial, sexual orientation, religious, age, and disability-related harassment prevention and this harassment policy. Department Managers and supervisory personnel shall post and distribute this policy, encourage employees to report harassment incidents, and assure employees they do not have to endure a hostile or negative work environment. Behavior or acts that employees find offensive or harassing, if not based on protected class as set forth in this Policy, while rude or offensive, are not a violation of this Policy. Employees are advised to present their complaints to their supervisors or personnel identified in the "Complaint Procedure" as set forth in this Chapter.

## **12-2 COMPLAINT PROCEDURE**

**12-2.1** Employees who wish to register a complaint of sexual harassment (or any form of harassment based on their race, national origin, gender, age, sexual orientation, marital status, religion or disability) may do so through their Department Manager, the CCHN Administrator, or the Human Resources Generalist.

**12-2.2** All allegations of harassment will be investigated thoroughly. The facts will determine the response of the County to each allegation. Substantiated acts of harassment will be met with appropriate disciplinary action by the County up to and including termination. All information regarding any specific incident will be kept confidential within the necessary boundaries of the fact-finding process. No reprisal or retaliation against the employee reporting the allegation of harassment will be tolerated.

## **CHAPTER 13 – PROHIBITED POLITICAL ACTIVITIES AND GIFT BAN**

### **13-1 PROHIBITED POLITICAL ACTIVITIES**

**13-1.1** No employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No employee shall intentionally use any property or resources of the employer in connection with any prohibited political activity.



**13-1.2** At no time shall any employee intentionally require any other employee to perform any prohibited political activity:

- a. As part of that employee's duties;
- b. As a condition of employment; or
- c. During any compensated time off (such as holidays, vacation or personal time off.)

**13-1.3** No employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

**13-1.4** Nothing in this Section prohibits activities that are permissible for an employee to engage in as part of his or her official duties, or activities that are undertaken by an employee on a voluntary basis which are not prohibited by this policy.

**13-1.5** No person either:

- a. In a position that is subject to recognized merit principles of public employment; or
- b. In a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs,

shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

## **13-2 GIFT BAN**

**13-2.1** Except as permitted by this policy, no employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this policy.

**13-2.2 Exceptions** - Section 13-2.1 is not applicable to the following:

- a. Opportunities, benefits, and services that are available on the same conditions as for the general public;
- b. Anything for which the employee, or his or her spouse or immediate family member, pays the fair market value;
- c. Any:
  - (i) Contribution that is lawfully made under the Election Code; or
  - (ii) Activities associated with a fundraising event in support of a political organization or candidate;
- d. Educational materials and missions;

- e. Travel expenses for a meeting to discuss business;
- f. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée;
- g. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as:
  - (i) The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
  - (ii) Whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
  - (iii) Whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other Department Managers or employees, or their spouses or immediate family members.
- h. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
- i. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
- j. Intra-governmental and inter-governmental gifts. For the purpose of this policy, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer, or employee of another governmental entity.
- k. Bequests, inheritances, and other transfers at death.
- l. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.
- m. Each of the exceptions listed in this section is mutually exclusive and independent of every other.

**13-2.3 Disposition of gifts** - An employee, his or her spouse, or an immediate family member living with the employee, does not violate this Policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

### **13-3 DEFINITIONS**

For purposes of this Section, the following terms shall be given these definitions:

**13-3.1 "Campaign for elective office"** means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-presidential electors, but does not include activities:

- a. Relating to the support or opposition of any executive, legislative, or administrative action;
- b. Relating to collective bargaining; or
- c. That are otherwise in furtherance of the person's official duties.

**13-3.2 "Candidate"** means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election.

**13-3.3 "Collective bargaining"** has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 31513).

**13-3.4 "Compensated time"** means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence.

**13-3.5 "Compensatory time off"** means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

**13-3.6 "Contribution"** has the same meaning as that term is defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

**13-3.7 "Employee"** means a person employed by the Employer, whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

**13-3.8 "Employer"** means the Champaign County Board operating through the Champaign County Nursing Home Board of Directors.

**13-3.9 "Gift"** means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

**13-3.10 "Leave of absence"** means any period during which an employee does not receive:

- a. Compensation for employment,
- b. Service credit towards pension benefits, and
- c. Health insurance benefits paid for by the employer.

**13-3.11 "Officer"** means a person who holds, by election or appointment, an office created by the Illinois Constitution, Illinois statute or County ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

**13-3.12 "Political activity"** means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities:

- a. Relating to the support or opposition of any executive, legislative, or administrative action;
- b. Relating to collective bargaining; or
- c. That are otherwise in furtherance of the person's official duties.

**13-3.13 "Political organization"** means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

**13-3.14 "Prohibited political activity"** means:

- a. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event;
- b. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event;
- c. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution;
- d. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- e. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- f. Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question;
- g. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;
- h. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
- i. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
- j. Preparing or reviewing responses to candidate questionnaires;

- k. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
- l. Campaigning for any elective office or for or against any referendum question.
- m. Managing or working on a campaign for elective office or for against any referendum question;
- n. Serving as a delegate, alternate, or proxy to a political party convention.
- o. Participating in any recount or challenge to the outcome of any election; or
- p. All other political activity on behalf of a candidate for public office, a referendum question, a political campaign, or a political organization.

**13-3.15 "Prohibited source"** means any person or entity who:

- a. Is seeking official action:
  - (i) By an officer or
  - (ii) By an employee, or by the officer or another employee directing that employee;
- b. Does business or seeks to do business:
  - (i) With the officer or
  - (ii) With an employee, or with the officer or another employee directing that employee;
- c. Conducts activities regulated:
  - (i) By the officer or
  - (ii) By an employee, or by the officer or another employee directing that employee; or
- d. Has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

#### **13-4 ENFORCEMENT**

No County employee may use his or her official position of employment to coerce or inhibit others (whether County employees or members of the public) in the free exercise of their political rights, including, without limitation, the right to petition, make public speeches, campaign for or against political candidates, speak out on questions of public policy, distribute political literature, make contributions, or seek public office.

13-4.1 Except as specifically stated herein, no Department Manager may make or enforce any rule that in any way inhibits or prohibits any of its employees from exercising any political rights, including, but not limited to, those described in Section 13-5.1.

13-4.2 Nothing in this Section 13-5 shall apply to:

- a. Efforts to enforce Chapter 13 of this Policy, the Champaign County Ethics Ordinance, State law, or any comparable provision of a Collective Bargaining Agreement.
- b. Efforts to limit non-work-related activity on County time, even if such efforts have the incidental effect of limiting political activity on the same basis as other non-work-related activity.

# CHAPTER 14 – GENERAL RULES AND PROCEDURES

## **14-1 REPORTING UNSAFE WORKING CONDITIONS**

Employees who become aware of unsafe working conditions must report those conditions to the Department Manager or CCHH Administrator.

## **14-2 REGISTRATION OF A DOMESTIC PARTNERSHIP**

Registration of a domestic partnership will be required for coverage under the group health, dental, vision and dependent life insurance.

- 14-2.1** An employee who wishes to register a domestic partnership needs to contact the Insurance Specialist for information and the registration form. Upon receipt of a properly completed form, the county will consider the Partnership registered as of the date of the signature on the form.
- 14-2.2** Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.
- 14-2.3** Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.
- 14-2.4** Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses and their enrolled dependents receive for group continuation health coverage through COBRA and/or individual conversion.
- 14-2.5** An employee may terminate a domestic partnership by notifying the Insurance Specialist in writing of the termination of the domestic partnership within thirty days of its termination. (The same guideline exists for married couples that divorce.) The employee must then wait six months from the date of the notice before registering another domestic partnership, except in either of the following cases:
- a. The employee is registering the same domestic partnership within thirty days notification of the termination of that domestic partnership, or
  - b. The employee's former domestic partnership was dissolved through the death of the employee's domestic partner.
- 14-2.6** The tax consequences of a domestic partnership are the responsibility of the employee, not the County. Under the Internal Revenue Code, an employee is not taxed on the value of benefits provided by an employer to an employee's spouse or dependent. However, the IRS has ruled that a domestic partner does not qualify as a spouse.

The value of benefits provided to an employee's domestic partner (and the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code. This company (the County) will treat the value of the benefits provided to the employee's domestic partner (and the domestic partner's eligible children, if any) as part of the employee's income and will withhold the taxes on the value of those benefits from employee's paychecks. If the employee's domestic partner qualifies as a dependent under Section 125 of the Internal Revenue Code, the employee may file the proper documentation with the IRS and seek a refund for taxes withheld.

Some courts have recognized non-marriage relationships as the equivalent of marriage for the purpose of establishing and dividing community property. A declaration of common welfare, such as the registration of a domestic partnership, may therefore have legal implications.

Questions regarding this policy should be directed to the Insurance Specialist.

### **14-3 SUGGESTIONS**

Employees who have suggestions for the improvement of County services, reduction of costs, improvement of safety, training, or other related plans or programs are encouraged to submit new and original ideas to their Department Manager. In all cases, the Department Manager should notify the employee in writing of the disposition of the suggestions; and a copy shall be sent to the CCNH Administrator for retention in the individual's personnel file.

## **CHAPTER 15 – ADMINISTRATION**

### **15-1 ADMINISTRATION**

**15-1.1** The CCNH Administrator, the Department Managers and the CCNH Board of Directors shall be responsible for the enforcement of the Personnel Policies.

**15-2** This policy may be revised at any time with the approval of the Champaign County Board based upon the recommendation of the Champaign County Nursing Home Board of Directors.

## **CHAPTER 16 - INFORMATION TECHNOLOGY**

### **16-1 DEFINITIONS:**

1. **Champaign County Information Network (CCIN):** An in-house intranet that serves the employees of Champaign County. An Intranet is not a site that is accessed by the general public.
2. **Copyright:** A form of legal protection that grants certain exclusive rights to the author of a program or the owner of the copyright.
3. **Data:** the words, numbers, and graphics that describe people, events, things and ideas.
4. **Downloading:** The process of transferring a copy of a file from a remote computer to another computer's disk drive.
5. **Elected official / Office:** Includes the Champaign County Auditor, Sheriff, State's Attorney, Coroner, Recorder, Treasurer, County Clerk, and Circuit Clerk. Unless context requires otherwise, it includes the Presiding Judge (with respect to his authority over the Courts and Court Services) and any other department or office given statutory control over its own operations.
6. **Electronic Mail (E-Mail):** A typed message or image sent electronically from one user to another.
7. **E-Mail Attachment:** A file such as a document, worksheet, or graphic that travels through the e-mail system along with e-mail messages.

8. **Encryption:** To put into code or cipher or to scramble access codes to computerized information so as to prevent unauthorized access.
9. **Information Technology Resources (ITR):** Includes, but is not limited to computers, databases, software, servers, and the Champaign County Information Network (CCIN); files, folders, and documents; Internet access and web pages; and electronic mail including both Intranet and Internet.
10. **Internet:** A collection of local, regional, national, and international computer networks that are linked together to exchange data and distribute processing tasks.
11. **Intranet:** An infrastructure using Web technology that businesses use for internal communication.
12. **Network:** A group of connected computers that allow users to share information.
13. **Patent:** A grant made by a government that confers upon the creator of an invention the sole right to make, use, and sell that invention for a set period of time.
14. **Server:** A computer and software that make data available to other computers.
15. **Software License:** A legal contract that defines the ways in which you may use a computer program.
16. **Trademark:** A name, symbol, or other device identifying a product, officially registered and legally restricted to the use of the owner or manufacturer.
17. **Virus:** A program designed to attach itself to a file, reproduce, and spread from one file to another, destroying data, displaying an irritating message, or otherwise disrupting or rendering a computer system useless.
18. **Use:** Includes, but is not limited to transmitting; uploading; downloading; cutting, pasting and copying; forwarding or retransmitting; attaching to e-mail messages; attaching to chat messages; posting in a public access area; printing; saving to disk or other storage medium; and sending by FAX.

## **16-2 APPLICABILITY**

**16-2.1.** The conditions of this Article are applicable to all who use Information Technology Resources (ITR) and the Champaign County Information Network (CCIN)

**16-2.2** County IT shall perform functions including the following:

- a) Permitting Champaign County Nursing Home employee's access to the mainframe computer menus, intranet, and Internet with passwords pursuant to Department Manager approval.
- b) Programming for Champaign County's mainframe computer.
- c) Establishing criteria for hardware and software vendors.
- d) Consultation with the Champaign County Nursing Home Administrator and Department Managers.



- e) Installation and removal of software upon request by the Nursing Home Administrator.
- f) Backing up all information stored on Servers and AS/400s on a regular basis.
- g) Ensuring data storage practices comply with the Local Records Act (50 ILCS 50/205).

### **16-3 Privacy and Monitoring**

1. Champaign County respects the privacy of its employees. However, employee privacy does not extend to work related conduct or to use of ITR.
2. Employees are advised that Champaign County reserves the right to access, monitor, and disclose all Intranet and Internet e-mail, Internet usage and web sites visited, and any information stored on Champaign County computer systems at any time with or without notice to employees. Employees should recognize that Web Sites visited and the amount of time the Web Site was visited, will be logged and monitored for appropriate use.
3. Employees should recognize that electronic information might be used in disciplinary proceedings, may be referred to the Sheriff's Office or other government agencies for criminal investigation, may be subpoenaed for legal proceedings, and may be subject to Freedom of Information Act requests.
4. Employees should assume that any e-mail or Internet communication, whether business-related or personal, created, sent, received, or stored on the CCIN might be read or heard by someone other than the intended recipient, including but not limited to the Department Manager or Nursing Home Administrator.
5. Employees should recognize that e-mail messages deleted from the system might be retrieved from the computer's back-up system. Messages that were previously deleted can be recreated, printed out, or forwarded to someone else without the employee's knowledge.
6. Champaign County reserves the right to modify, delete, and disclose any information on their ITR with or without employees consent.

### **16-4 Discipline**

1. Violations of the ITR Policy and Procedures may result in disciplinary action, up to, and including, dismissal from employment and, if applicable, possible criminal or civil penalties or other legal action.

### **16-5 Disclaimers of Liability**

The Internet and Internet e-mail provide access to significant amounts of information, some of which contains offensive, sexually explicit materials or materials that are otherwise inappropriate or offensive. It is difficult to avoid contact with this material. Therefore, employees who access the Internet and Internet e-mail do so at their own risk. Champaign County will not be responsible for material viewed, downloaded, or received in e-mails by employees accessing the Internet.

Nothing in this policy is intended or should be construed as an agreement and or contract, express or implied.

**16-6 Computer Access**

1. Department Managers will authorize which employees have access to the Champaign County computers, mainframe computer menus, CCIN, e-mail, and Internet access.
2. Department Managers will determine the level of access to the CCIN, e-mail, internet, intranet, and mainframe menus to which employees will have access.
3. Department Managers will determine which employees have Telnet access to Champaign County Computer systems.

**16-7 Passwords**

1. Department Managers will forward new employee requests for passwords for mainframe computer menus, CCIN, Internet access, and level of access permissions to Administrative Services.
2. Screensavers shall not be password protected, unless the Department Manager has been given the password.
3. Employees may be required to give their password to a County IT Representative or Department Manager. Otherwise, employees should never share or reveal their password for access to CCIN, mainframe computer menus, e-mail, or Internet. Employees are advised that they are solely responsible for actions conducted under their password or with their user name. Do not let unauthorized individuals have access to or use Champaign County's e-mail, or access to the Internet through Champaign County's ITR.
4. Employees will sign off or log off the CCIN, the Internet, and county mainframe menu when not using them. Employees should sign off or log off when not in the physical presence of the computer to which they have access. Employees should recognize that signing off Champaign County mainframe menus does not sign them off of the e-mail network or Internet Access.
5. Assignment or use of passwords for access does not create any right or expectation of privacy.

**16-8 Software**

1. Computer software applications used on Champaign County computers that are connected to the CCIN must be properly licensed in accordance with the vendor's specific requirements.
2. County IT shall provide computer virus protection software on all ITR equipment on the CCIN. Nothing shall be done to disable this software.

**16-9 Prohibited usage**

1. Never intentionally use a Champaign County computer in any way that violates:
  - a. State, federal, or international law. This includes, but is not limited to:
    - i. laws governing copyrights, patents, trademarks, service marks, confidential and proprietary information or trade secrets;
    - ii. the Electronic Communications Privacy Act (18 U.S.C.A. §2701, et seq.);
    - iii. the Local Records Act, (50 ILCS 205/1, et seq.);

- iv. the Vital Records Act (410 ILCS 535/1, et seq.);
- v. the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.);
- vi. the Human Rights Act (775 ILCS 5/1-101, et seq.);
- vii. Title VII of the Civil Rights Act of 1964 (42 U.S.C.A. §2000e, et seq.);
- viii. Any regulations promulgated pursuant to the above statutes.

b. Any vendor agreement, software license agreements, or Internet Service Provider conditions.

2. Never initiate any activity that is damaging in any way to the computer mainframe, the CCIN, the e-mail, internet and intranet systems, or the World Wide Web. Never intentionally damage, destruct, deface or compromise any equipment or software belonging to Champaign County. Never intentionally damage, destruct, deface or compromise any data in CCIN without proper authorization.

### **16-10 Exceptions to Prohibited Usage**

Notwithstanding any other part of this policy, any otherwise prohibited use of a computer, the ITR, or CCIN (including e-mail, internet and intranet usage) is allowed to the extent reasonably necessary to:

1. Perform any lawful task which, in the opinion of the relevant Department Head or Elected Official, is reasonably necessary to the functions of the Office or Department.
2. Comply with and enforce this and other policies of Champaign County, and all applicable state and federal laws;
3. Comply with or create a judicial subpoena, court file, official record, court order, or FOIA request; or
4. Preserve or assert any claim of privilege.

### **16-11. Virus Reporting**

If an employee suspects a virus has been introduced to a computer they should notify the Nursing Home Administrator immediately. County IT may install software to scan incoming e-mails for viruses. If this is done, all e-mails shall be so scanned before they are opened.

#### **16-11.1. Internet Mailing Lists, Usenet Groups, News List Subscriptions**

County IT reserves the right to unsubscribe employees from subscription lists if the amount of mail becomes too burdensome for the server. This action will not be taken without prior notice to the users, and prior notice and approval of affected Department Managers.

### **16-12. Web Site Development and Authorization**

1. All Departmental or Official Web Sites and links thereto must be approved by the Department Manager.
2. Links to Champaign County's World Wide Web Site must be approved by County IT.
3. Links from Champaign County's World Wide Web Site must contain a link back to Champaign County's World Wide Web Site.

### **16-13. Ownership**

All computers connected to the CCIN, servers, encryption keys, files, equipment, software, information, and passwords for networks, e-mail, Internet, and mainframe menus whether personal or private, belong to Champaign County. All information created by Champaign County ITR belongs to and is controlled by Champaign County.

### **16-14. Response to Policy Violations**

1. Employees observing violations of this policy should report the violations to the Department Manager or Nursing Home Administrator.
2. Alleged violations of ITR policy will be investigated.
3. Employees shall cooperate with any investigations concerning violations of this policy.

### **16-15 Software**

1. Computer software applications used on Champaign County computers that are connected to the CCIN must be authorized by County IT.
2. Only County IT will install software on Champaign County computers connected to the CCIN. Software vendors should communicate with County IT.
3. Installation of encryption or authentication (digital signature) software, other than that contained within standard software applications is prohibited on computers. Department Managers who have need for encryption software will work with County IT to set up encryption keys upon receiving approval from the Nursing Home Administrator.

### **16-16 Release of Information**

1. Unless specifically authorized by Nursing Home Administrator, internet or e-mail Freedom of Information Act requests will not be accepted. If an e-mail or internet FOIA request is received, it will be forwarded to the Nursing Home Administrator.
2. Unless specifically authorized by Nursing Home Administrator, confidential information as defined by the Illinois Freedom of Information Act shall not be released or divulged.

### **16-17 Department Manager Responsibility**

Department Managers are to ensure employees of their Departments read, understand, and sign a consent form holding them responsible for abiding by the policies and procedures outlined in this document.

### **16-18 Prohibited Computer Usage**

1. Never use an e-mail account at work (or elsewhere for County business) other than the one assigned by County IT. Never attempt to gain access to any files, folders, e-mail accounts, or documents without proper authorization. Employees may not intentionally intercept, eavesdrop, record, or alter another person's e-mail. Nor may employees use the internet to intentionally intercept, eavesdrop, record, or alter another person's information. Never attempt to use the Internet to gain unauthorized access to remote computers or other systems.

2. Employees will not use or attempt to use alternate methods of connecting to the Internet other than what is provided by County IT.
3. Never use your computer in violation of any Champaign County Ordinance or Policy. This may include, but is not limited to, the Champaign County Harassment Policy or the Champaign County Political Activity Policy.
4. Occasional and reasonable personal use of ITR is permitted. However, Champaign County ITR will not be used for non-work related activities excessively, or in a manner which disrupts or interferes with work performance or the operations of any Office or Department.
  - a. If such use results in any costs to Champaign County, the employee responsible shall reimburse Champaign County. However, acceptance of such reimbursement does not constitute a waiver of any other disciplinary action.
  - b. Champaign County's Web Site and Internet Access is for official or department use only. Employees may not create, maintain or post an unauthorized web site or similar web site using Champaign County's ITR. All information disseminated and received through Champaign County's Web Site must be related to the official duties and responsibilities of the Nursing Home.
  - c. Any and all personal use must be consistent with professional conduct and the terms of this policy, and not for personal gain.
5. Computers may not be used to receive, transmit, create, or do any of the following intentionally:
  - a. obscenity, sexually explicit messages, pornography, or child pornography;
  - b. threats, fighting words, or intimidation;
  - c. libel, defamation, and slander;
  - d. harassment of any kind, including harassment on the basis of race, sex, religion, ethnic origin, or other protected status;
  - e. humor or jokes that are intended to offend, harass, or intimidate, or are likely to offend, harass or intimidate a reasonable person;
  - f. software piracy;
  - g. chain letters; unsolicited e-mail and "spamming"; anonymous e-mails or e-mails with altered or incorrect return addresses;
  - h. multilevel marketing opportunities, pyramid schemes, franchises, business opportunity ventures, investments;
  - i. violate the privacy of any individual;
6. Computers may not intentionally be used for the unauthorized copying or transmission of:
  - a. text;
  - b. other communications;
  - c. computer software;
  - d. photographs;
  - e. video images;
  - f. graphics;
  - g. music; or
  - h. sound recordings.
7. Never download, delete, or install any software or program onto a computer connected to CCIN; and never disable any firewall or virus protection.
8. Any communications, including e-mails, made in or from the CCIN may be attributable to Champaign County and the Nursing Home. All such communications must be professional and comply with this policy.

9. All County employees and representatives are prohibited from accessing any streaming media programs, feeds, material and content unless the subject matter being streamed is directly required for fulfilling job responsibilities. No streaming media sites are to be accessed nor are any streaming media programs or applications to be downloaded, installed and/or operated by end users for entertainment purposes using organization-provided computers, servers, systems and/or networks.

Websites that provide streaming media services that are prohibited (unless used for expressly permitted activities) include, but are not limited to:

- Google Video
- iFilm
- YouTube
- Fancast
- Hulu
- Sirius/XM
- Dizzler
- Sports sites such as ESPN360.com and MLB-TV
- Any radio or television station that offer audio or video streaming

Streaming media programs and devices prohibited from operation within the organization or on any organization equipment or network (unless used for expressly permitted activities) include, but are not limited to:

- Apple Computer, Inc.'s QuickTime
- DivXNetworks, Inc.'s DivX Player
- Listen.com, Inc.'s Rhapsody
- Microsoft Corp.'s Windows Media Player
- Nullsoft, Inc.'s SHOUTcast and Winamp
- Orb Networks, Inc.'s Orb Audio or Orb TV
- RealNetworks, Inc.'s RealOne Player
- Sling Media's Slingbox
- Yahoo, Inc.'s LAUNCHcastBearShare

The organization's computer systems and network are to be used only for fulfilling business activities. Legitimate streaming media use, such as might be required for conducting research, investigation or training, constitutes acceptable use.

### **16-19 Attachments to E-Mails**

Unless and until County IT installs software to scan all e-mails for viruses, Employees who receive e-mails from unknown sources on the Internet that have attachments will delete those messages from their in-box folder without opening them, and then delete those messages from the deleted items folder.

### **16-20 Purchases, Conditions, and Fines**

An Employee is responsible for understanding and complying with conditions specified in any public domain or shareware software that is downloaded, and for arranging approval and payment through normal procedures for any fines or fees associated with such use.

Employees may only make credit card purchases on the Internet from Champaign County ITR when authorized to do so by the relevant Department Manager. Employees will verify the web site is a secure site before making such a purchase.

## **16-21 Social Media (see also Chapter 18 on Social Networking and Other Web-Based Communications)**

16-22.1 Unless specifically authorized by the Nursing Home Administrator, employees are not to access social media sites using a Champaign County computer or its network. Examples of social media sites include, but are not limited to, Facebook, Twitter, and MySpace.

16-22.2 Employees are expected to protect the privacy of Champaign County Nursing Home, its employees and residents, and are strictly prohibited from disclosing non-public confidential information to which employees may have access. Employees are also expected to avoid making defamatory statements or threats regarding vendors, clients, and or personnel of Champaign County.

## **Chapter 17 - Confidentiality and HIPAA**

**Purpose:** To ensure that personal health information is protected so that individuals are not afraid to seek health care or to disclose sensitive health information to health professionals. Additionally, to ensure that health information is protected during its collection, use, disclosure, storage and destruction at CCNH, in accordance with the provisions of state and federal law.

**Transmission of information** about a resident may include information in many forms: verbal, electronic media, or paper records.

**Protected health information (PHI)** about a resident may include: name, geographic location, dates (birth date, date of death, admission/discharge dates, telephone number, fax number, email addresses, social security numbers, medical records numbers (Illinois Medicaid numbers, Medicare numbers, our chart I.D. numbers) other account numbers, license plate numbers, device identification, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers (finger & voice prints), photographs, or other identifiers.

Personal Health Information applies to all current information, as well as past and future information. Genetic information about a person or one's family is also included. Personal information about finances, home conditions, or other domestic difficulties are also considered confidential information.

Confidentiality of resident information is mandated for all employees of DeKalb County Government, volunteers, students, researchers, medical staff, teachers, educators, all contracted individuals, and members of the Operating Board.

### **17-1 – Confidentiality Policy**

1. All CCNH employees and persons associated with CCNH are responsible for protecting the security of all personal health information (oral or recorded in any form) this is obtained, handled, learned or viewed in the course of his or her work or association with CCNH.
2. Personal Health Information shall be protected during its collection, use, storage and destruction within CCNH.
3. Use or disclosure of PHI is acceptable ONLY in the discharge of one's responsibilities

and duties and based on the **need to know**. Discussion regarding personal health information shall **not** take place in the presence of persons not entitled to such information or in public places (lobby, hallways, break rooms).

4. The execution of a Confidentiality Agreement (attached) is required as a condition of employment, contract, association or appointment with CCNH. All CCNH employees and persons associated with CCNH shall sign the Confidentiality Agreement at the commencement of their relationship with CCNH. The Confidentiality Agreement shall also be signed each time there is a substantial change in an individuals' position, as determined by their department head. Discretion is also available to require a resigning of the Confidentiality Agreement for one or more individuals for reasons and at intervals for reasons as deemed appropriate by the department supervisor.
5. Unauthorized use or disclosure of confidential information shall result in a disciplinary response up to and including termination of employment/contract/association/appointment. A person convicted of an offense under Federal or State law may be required to pay a fine up to \$250,000.00. A confirmed breach of confidentiality may be reported to the individual's professional regulatory body.

### **17-2 - Confidentiality Agreement Procedure**

1. All employees of CCNH as a condition of employment, shall sign a Confidentiality Agreement. This Agreement will be explained and signed on the first day of orientation. The signed Agreement will be placed in the employee's personnel folder.
2. If the employee starts employment prior to going through orientation, the department head will be responsible for explaining confidentiality, and having the employee sign the Agreement. The signed Agreement will then be placed in the employee's personnel folder.
3. All students registered in an educational program, as a condition of utilizing the CCNH resources to learn, will sign a CCNH Volunteer Confidentiality Agreement. This Agreement will be signed at the student's orientation to CCNH. All instructors/educators, as a condition of utilizing CCNH facilities and resources to teach, shall sign a Volunteer Confidentiality Agreement. The administration of this agreement shall be done at the time of orientation to the facility, by the education director.
4. All volunteers shall sign a Confidentiality Agreement. The administration of the pledge will be handled through the Activities Department/Volunteer Coordinator.
6. All researchers who are not members of the CCNH staff must sign a Confidentiality Agreement. The Agreement shall be administered by the Director of Education prior to the beginning of research.
7. All contractors engaged in providing a service for CCNH, where the service provided would expose them to confidential information, shall sign a Confidentiality Agreement, unless the contractor has already signed a business associate agreement. The Confidentiality Agreement would be secured by the department securing the contractor.
8. All persons contracted under a Purchase Service Agreement, as a condition of acceptance of the contract, shall sign a Purchase Service Agreement that provides for protection of confidential information including PHI. The administration of this Agreement shall be handled by the department responsible for the agreement, and the original signed agreement shall be kept in the office of the Privacy Officer.
9. All Board of Directors members shall sign a Confidentiality Agreement. The administration of this pledge shall be handled by the Privacy Officer.
10. All employees of other agencies who regularly associate with CCNH shall sign a Confidentiality Agreement. The administration of this Agreement shall be handled by the Nursing Department.
11. All information managers shall sign an agreement that provides for the protection of PHI. The administration of this Agreement will be handled by the business office manager.



### **17-3 Procedure for an Alleged Breach**

1. An allegation of a breach of confidentiality of personal health information may be made to any staff member of CCNH. Any individual receiving an allegation of a breach of confidentiality or having knowledge or a reasonable belief that a breach of confidentiality of personal health information (PHI) may have occurred shall immediately notify his or her supervisor or where this is not possible, shall notify the CCNH Privacy Officer, or designate. The person so notified shall in turn, notify the supervisor of the alleged violator of this policy.
2. The Supervisor, in consultation with the Privacy Officer, or designate, shall decide whether to proceed with an investigation. It may be decided that a complaint does not require investigation if, after consultation, the consultees are of the opinion that:
  - a. the length of time that has elapsed since the date that the subject matter of the complaint arose makes an investigation no longer practicable or desirable
  - b. the subject matter of the complaint is trivial or the complaint is not made in good faith or is frivolous; or
  - c. the circumstances of the complaint do not require investigation.
3. If the decision is made to proceed with an investigation, it shall be the responsibility of the supervisor, in consultation with a Privacy Officer, or designate, to investigate the allegation, consult with the appropriate resources, document findings and make a determination as to whether there has been a breach of confidentiality of personal health information.
4. If it is determined that a breach of confidentiality of personal health information has occurred, disciplinary action shall be taken. Such action may include termination of employment/contract/association/appointment with the CCNH or the Facility where the breach occurred. The supervisor shall consult with the CCNH Privacy Officer to establish the appropriate level of disciplinary action to be applied.
5. The CCNH Privacy Officer shall be informed in writing of all allegations that have been made and their outcome and shall maintain a database of this information.

## **Chapter 18 - Social Networking & Other Web-Based Communications Policy**

The purpose of this policy is to provide Champaign County Nursing Home employees with requirements for participation in social media including but not limited to, postings in online forums, blogs, wikis or video logs (vlogs). Examples include Facebook, LinkedIn, MySpace, YouTube, Twitter, blogs, media sites or similar types of online forums. Communications produced by Champaign County Nursing Home employees, vendors, physicians, volunteers or associates on behalf of Champaign County Nursing Home must be consistent with Champaign County Nursing Homes' personnel policies and applicable laws, including laws concerning protected health information, privacy, confidentiality, copyright and trademarks.

### **General Provisions**

Unless specifically authorized by the company to do so as part of employee's position, employees are not use any form of social media or technology on the Internet during working hours or at any time on company computers, other company-supplied devices or with personnel communication devices (cell phones, smartphones, etc.).

Unless specifically instructed, employees are not authorized and therefore restricted to speak on behalf of the company. Employees may not publicly discuss residents, family members, employees, vendors, volunteers or any work-related matters, whether confidential or not, outside company-authorized communications. Employees are expected to protect the privacy of the company and its employees and residents and are prohibited from disclosing personal employee and non-employee information and any other proprietary and nonpublic information to which employees have access.

### **Employer Monitoring**

Employees are cautioned that they should have no expectation of privacy while using the Internet. Your postings can be reviewed by anyone, including Champaign County Nursing Home.

Champaign County Nursing Home reserves the right to monitor comments or discussions about Champaign County Nursing Home, its employees and residents, posted by anyone, including employees and non-employees, on the Internet.

Employees are cautioned that they should have no expectation of privacy while using company equipment or facilities for any purpose. Champaign County Nursing Home reserves the right to use content management tools to monitor, review or block content on company blogs that violate Champaign County Nursing Home blogging rules and guidelines.

### **Reporting Violations**

Champaign County Nursing Home requests and strongly urges employees to report any violations or possible or perceived violations to supervisors or managers. Violations include discussions of Champaign County Nursing Home and its employees and residents, any discussion of proprietary information and any unlawful activity related to social media.

### **Discipline for Violations**

Champaign County Nursing Home investigates and responds to all reports of violations of the social media rules and guidelines and other related policies. Violation of Champaign County Nursing Home's social media policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any social media post. Champaign County Nursing Home reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

### **Acknowledgment**

Employees are required to sign written acknowledgement that employees received, read, understood and agreed to comply with Champaign County Nursing Home's social media policy and guidelines and any other related policy, including electronic policies, on and off duty conduct, discrimination and harassment, ethical conduct, non-competition and whistleblowing.

**Committee of the Whole**  
**November 9, 2010**

Finance Agenda Item X.E  
Under County Administrator

1. Ordinance Authorizing the Issuance of General Obligation (Limited Debt) Tax Certificates, Series 2010A, to Finance County Facilities for the County of Champaign, Illinois, & Providing the Details of Such Certificates, & Related Matters  
Pages 1-35
2. Installment Purchase Agreement (Series 2010A)  
Pages 36-45
3. Ordinance of the County of Champaign, Illinois, Providing for the Issuance of General Obligation Refunding Bonds, Series 2010B, Providing the Details of Such Bonds & for a Levy of Taxes to Pay the Principal of & Interest on Such Bonds, & Related Matters  
Pages 46-80

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATES, SERIES 2010A, TO FINANCE COUNTY FACILITIES FOR THE COUNTY OF CHAMPAIGN, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH CERTIFICATES, AND RELATED MATTERS**

**WHEREAS**, the County Board (the “**Corporate Authorities**”) of the The County of Champaign, Illinois (the “**Issuer**”), has determined that it is advisable, necessary and in the Issuer’s best interests to acquire, construct and equip an approximate an approximate 25,000 square-foot office/storage facility on the County’s East Urbana Campus, and related facilities, improvements and costs (the “**Project**”), including pursuant to the plans and specifications prepared by the Project designers; and

**WHEREAS**, the Issuer has the authority under the Counties Code (Section 5/1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, as supplemented and amended, including by the Registered Bond Act, the Bond Replacement Act, the Bond Authorization Act, Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of Illinois and the Intergovernmental Cooperation Act, Section 220/1 *et seq.* of Chapter 5 of the Illinois Compiled Statutes, and the Local Government Debt Reform Act (and particularly Section 17 thereof concerning, among other things, “**debt certificates**”) (collectively, the “**Act**”); and

**WHEREAS**, the Issuer is to enter into an Installment Purchase Agreement (the “**Installment Purchase Agreement**,” with respect to which undefined terms herein shall have the meanings therein) with the County Treasurer (in such officer’s official capacity, as the nominee “**Seller**” under Section 17 of the Local Government Debt Reform Act) and, as the case may be, one or more related contract identification certificates or other instruments under the Act identifying (each a “**Contract Identification Certificate**,” in substantially the form in Exhibit F to the Installment Purchase Agreement) to the Installment Purchase Agreement one or more contracts with vendors, sellers, service providers and Contractors (each, as applicable, a “**Contractor**” under the applicable “**Contract**”) for the Project, in connection with paying all or a part of the related costs of the Project with the applicable Contractor; and

**WHEREAS**, pursuant to and in accordance with the Act and this ordinance, the Issuer is authorized to issue General Obligation (Limited Tax) Debt Certificates, Series, in the aggregate principal amount of up to \$ \_\_\_\_\_ (the “**Certificates**”) for the purpose of providing moneys to fund the Proceeds Account under this ordinance to pay the costs of the Project and related costs and expenses; and

**WHEREAS**, the Certificates shall be as described in the Official Statement for the Certificates (in near final and final form, as applicable, the “**Official Statement**”), as supplemented by the Issuer’s Continuing Disclosure Certificate and Agreement (the “**Disclosure Agreement**”) under Rule 15c2-12 (“**Rule 15c2-12**”) of the Securities and Exchange Commission (the “**SEC**”); and

**WHEREAS**, the Issuer has received a proposed purchase contract for the Certificates (when fully executed to constitute the “**Purchase Contract**”) from William Blair & Company, L.L.C., Chicago, Illinois (the “**Underwriter**”); and

**WHEREAS**, for convenience of reference only this ordinance is divided into numbered sections with headings, which shall not define or limit the provisions hereof, as follows:

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NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS, as follows:

**Section 1. Authority and Purpose/Certain Definitions.**

(a) This ordinance is adopted pursuant to the Act for the purpose of financing the Project. Proceeds of the Installment Purchase Agreement and the related Certificates are hereby authorized for such purpose. The Corporate Authorities hereby find that the matters set forth in the preambles and recitals hereto are true and correct and incorporate them herein by this reference and that it is necessary and in the best interests of the Issuer that the Issuer finance the Project and that Certificates be issued for such. Proceeds of the Certificates are hereby allocated for such purpose. There shall be borrowed for and on behalf of the Issuer the principal amount of up to \$ \_\_\_\_\_ (to be evidenced by the Certificates to finance the Project, and related costs

(b) Certain words, terms and phrases defined throughout this ordinance shall have the meanings for all purposes of the Ordinance. Certain words, terms and phrases shall have the meanings, as follows:

“Taxable” or “taxable” with respect to an obligation means that the obligation is not tax-exempt.

“Tax-Exempt” or “tax-exempt” with respect to an obligation means that the interest on such obligation is not included in gross income for Federal income tax purposes.

“Yield” or “yield” means yield computed under Section 1.148-4 of the Income Tax Regulations for the Bonds, and yield computed under Section 1.148-5 of the Income Tax Regulations for an investment.

**Section 2. Authorization and Terms of Certificates.** For the purposes described above in Section 1, there is hereby authorized the sum of the principal amount of the Certificates issued, up to \$ \_\_\_\_\_, to be derived from the proceeds of the Installment Purchase Agreement and the related Certificates. For the purpose of financing the Project, by funding the Proceeds Account hereunder, and to evidence the obligations and debt under the Installment Purchase Agreement, Certificates of the Issuer may be issued and sold or drawn upon, at one time or from time to time as funds are needed for the Project, in an aggregate principal amount not to exceed \$ \_\_\_\_\_, shall each be designated “General Obligation (Limited Tax) Debt Certificate, Series 2010A”, and shall be issued and/or drawn upon in the denominations of \$5,000 each or any authorized integral multiple thereof. The Certificates are authorized to be issued in one or more series all as provided in one or more Authenticating Orders. The Certificates shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Certificates. Unless otherwise determined by the Issuer in the Authenticating Order for the Certificates, each Certificate shall be dated as of or before the date of issuance thereof as the Underwriter approves or accepts.

(a) **General.** The Certificates shall bear interest and shall mature and come due in the principal amount on January 1 in each year, as follows:

<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Interest Rate (%)</u>
2012	,000	
2013	,000	
2014	,000	
2015	,000	
2016	,000	
2017	,000	
2018	,000	
2019	,000	
2020	,000	
2021	,000	
2022	,000	
2023	,000	
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	
2029	,000	
2030	,000	

In lieu of issuing a Certificate or Certificates for each maturity, a single certificate (or series of certificates) with a maturity of no later than the last maturity set forth above may be issued payable in annual installments corresponding to the above maturities, as provided in an Authenticating Order, and not otherwise.

Each Certificate shall bear interest from the later of its dated date or the most recent interest payment date to which interest has been paid, calculated on the basis of a year of twelve 30-day months. The principal of and premium, if any, on the Certificates shall be payable in lawful money of the United States of America at maturity upon presentation and surrender thereof at the designated office of Amalgamated Bank of Chicago, Chicago, Illinois, hereby designated as paying agent for the Certificates (including its successors, the **"Paying Agent"**). Interest on the Certificates shall be payable on the outstanding principal balance of the Certificates, from time to time, on each interest payment date, semi annually on January 1 and July 1 of each year, commencing July 1, 2011, and until paid, to the registered owners of record appearing on the registration books maintained by Amalgamated Bank of Chicago, Chicago, Illinois, designated as certificate registrar, for such purpose (including its successors, the **"Certificate Registrar"**), at the designated office of the certificate registrar as of the close of business on the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the calendar month next preceding the applicable interest payment date (the **"Record Date"**). Interest on the Certificates shall be paid by check or draft, from funds provided by the County, by the Paying Agent from the general sources as herein described mailed to such registered owners at their addresses appearing on the registration books therefor.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the fifteenth (15<sup>th</sup>) day of the calendar month next preceding each interest payment date and ending on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate has been mailed nor during a period of 15 days next preceding the mailing of a notice of redemption of any Certificate, which could designate all or a part of any Certificates for redemption.

In connection with any Certificate in installment form, appropriate draw/advance and payment/prepayment notations on the installment Certificate may be made by the Paying Agent, and any failure to provide such notations shall not abrogate, diminish or impair any draw/advance or payment/prepayment.

(b) **Redemption.** With notice (no such notice being required for Term Certificates under (b)(ii) below) from the Issuer to the Certificate Registrar at least 45 days before the designated prepayment and redemption date (or lesser notice acceptable to the Certificate Registrar), the Certificates shall be subject to redemption prior to maturity from funds provided by the County, at the times, in the manner, with the notice and with the effect set forth in this ordinance. The Certificates are subject to redemption, if at all, as follows:

(i) **Optional Redemption.** Certificates maturing on and after January 1, 202\_, shall be subject to optional redemption and prepayment on any date on and after January 1, 202\_, as a whole or in part, at the option of the County, in such principal amounts from such maturities as specified by the Issuer (but in inverse order if none is specified) at a price of par, plus accrued interest to the date of redemption.

(ii) **Sinking Fund Redemption.** This paragraph (ii) shall apply only to the extent: (A) an Authenticating Order or (B) the applicable Certificate form in Exhibit A (subject also to an Authenticating Order), shall specify any Term Certificates (the “**Term Certificates**”), and otherwise shall not apply. Certificates so specified as Term Certificates, if any, are subject to mandatory sinking fund redemption in the principal amount on January 1 of the years so specified, but corresponding to the amounts specified above in Section 2(a), or otherwise as set forth in an Authenticating Order.

At its option before the 45th day (or such lesser time acceptable to the Certificate Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Certificates the Issuer by furnishing the Certificate Registrar and the Paying Agent an appropriate certificate of direction and authorization executed by the Chairman of the County Board or County Administrator or County Treasurer may: (i) deliver to the Certificate Registrar for cancellation Term Certificates in any authorized aggregate principal amount desired; or (ii) furnish the Paying Agent funds for the purpose of purchasing any of such Term Certificates as arranged by the County; or (iii) receive a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Certificates which prior to such date have been redeemed and cancelled. Each such Certificate so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Certificates in chronological order, and the principal amount of Certificates to be so redeemed as provided shall be accordingly reduced. In the event Certificates being so redeemed are in a denomination greater than \$5,000, a portion of such Certificates may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

(iii) **Procedure.** The Issuer covenants that it will redeem Certificates pursuant to the redemption provisions applicable to such Certificates. Proper provision for redemption having been made, the Issuer covenants that the Certificates so selected for redemption shall be payable as at maturity.

The Issuer shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Certificate Registrar), notify the Certificate Registrar of any optional redemption date (which, if any, shall be specified in an Authenticating Order) and of the principal amount of Certificates to be redeemed (no such notice shall be required in the case of any mandatory sinking fund redemption of Term Certificates). In the event that less than all of the Certificates of a particular series or maturity are called for redemption as aforesaid, as necessary, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot not more than sixty (60) days or less than thirty (30) days prior to the redemption date by the Certificate Registrar by such method as the Certificate Registrar shall deem fair and appropriate; provided, that such method shall reasonably provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate or a maturity or due date shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall promptly notify the County in writing of the Certificates or portions of Certificates or a maturity or due date selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Certificates to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Certificate Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Certificate or Certificates to be

redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by each such registered owner to the Certificate Registrar.

All notices of redemption shall include at least the information as follows: (1) the identification of the particular Certificates to be redeemed; (2) the redemption date; (3) the redemption price; (4) if less than all of the Certificates of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed; (5) a statement that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and (6) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the designated principal office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Certificate shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Certificate to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Certificate, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Certificate Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the Issuer are received by the certificates Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Issuer, state that such redemption will be conditional upon the receipt of such moneys by the certificates Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice will be of no force and effect, the Issuer will not redeem such Certificates and the certificates Registrar will give notice, in the same manner in which the notice of redemption has been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the Issuer will deposit with the certificates Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Upon surrender of such Certificates for redemption in accordance with such notice, such Certificates shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Certificate, there shall be prepared for the registered owner a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be marked cancelled by the Certificate Registrar and shall not be reissued.

In addition to the foregoing notice set forth above, further notice may be given by the Certificate Registrar on behalf of the Issuer as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption, if given hereunder, shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Certificates being redeemed; (b) the date of issue of the Certificates as originally issued; (c) the rate of interest borne by each



Certificate being redeemed; (d) the maturity date of each Certificate being redeemed; and (e) any other descriptive information needed to identify accurately the Certificates being redeemed.

Each further notice of redemption may be sent at least thirty-five (35) days before the redemption date to each registered securities depositories then holding any of the Certificates, but is not to be sent if all certificates at one securities depository.

Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall identify the Certificate or Certificates, or portion thereof, being redeemed with the proceeds of such check or other transfer.

(c) **Registration of Certificates.** The Certificates shall be negotiable, subject to the provisions for registration of transfer contained herein.

(i) **General.** This clause (i) is subject to the provisions of subsection (b) concerning book-entry only provisions. The Issuer shall cause books (the "**Certificate Register**") for the registration and for the transfer of the Certificates as provided in this ordinance to be kept at the designated principal office of the Certificate Registrar, which is hereby constituted and appointed the Certificate Registrar of the Issuer. The Issuer is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the Issuer for use in the issuance from time to time of the Certificates and in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the County shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at the office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same series and maturity of other authorized denominations. The execution by the Issuer of any fully registered Certificate shall constitute full and due authorization of such Certificate, and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the fifteenth (15<sup>th</sup>) day of the calendar month next preceding any interest payment date on such Certificate and ending on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for prepayment has been mailed, nor during a period of 15 days next preceding mailing of a notice of prepayment and redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Issuer or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates exchanged in the case of the issuance of a Certificate or Certificates for the outstanding portion of a Certificate surrendered for redemption.

The Chairman of the County Board or County Administrator or County Treasurer may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Chairman of the County Board or County Administrator or County Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Certificates, and as if the date of such successor taking up its duties were the redemption date.

(ii) **Book-Entry-Only Provisions.** Unless otherwise provided in an Authenticating Order, the Certificates shall be issued in the form of a separate single fully registered Certificate of each series for each of the maturities of the Certificates. Upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register therefor in a street name (initially "Cede & Co.") of the Depository, initially the Depository Trust Company, New York, New York, ("DTC"), or any successor thereto, as nominee of the Depository. The outstanding Certificates from time to time shall be registered in the Certificate Register in a street name, as nominee of the Depository. If not already done, the Chairman of the County Board or County Administrator or County Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "**Representation Letter**"). Without limiting the generality of the authority given to the Chairman of the County Board or County Administrator or County Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Certificates or of beneficial interest therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Certificates registered in the Certificate Register in the name of a nominee of the Depository, the Issuer and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "**Depository Participant**") or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates, i.e., an "**indirect participant**" or a "**beneficial owner**". Without limiting the meaning of the foregoing, the Issuer and the Certificate Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the nominee, or any Depository Participant with respect to any ownership interest in the Certificates, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to principal of or interest on the Certificates.

As long as the Certificates are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Certificate with respect to any Certificates. Upon delivery by the Depository to the Certificate Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Certificates as of the close of business on the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the month next preceding the applicable interest payment date, the reference herein to nominee in this ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Issuer, the Certificate Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall notify the Depository and the Depository Participants of the availability of Certificates, and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this ordinance to the contrary, so long as any Certificate is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Certificates and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter.

(d) **Authenticating Order.** Although the Certificates of each maturity or due date are authorized to mature and to bear interest at the rate or rates per annum, as set forth above, and have such other terms as herein provided, the Certificates are nevertheless hereby authorized to mature in other principal amounts (not exceeding the aggregate the principal amount set forth above) and to bear interest at such other rate or rates, be subject to redemption and have such other terms and provisions as either (i) the Chairman of the County Board or County Administrator shall certify in each applicable Authenticating Order at the time of delivery of the Certificates and payment therefor (with respect to which the term “**Authenticating Order**” shall mean, if at all, one or more certificates signed by the Chairman of the County Board or County Administrator, and attested by the County Clerk, under the County’s seal, setting forth and specifying details of and related to Certificates of a particular series, including but not limited to reoffering premiums, original issue discount (“**OID**”), funding of reserves and for depreciation, payment dates, other than as set forth above, denominations, interest rate or rates, interest and/or principal payment dates, aggregate principal amount (but not to exceed the principal amount set forth above), the principal and interest coming due in each applicable payment period, the issuance of Certificate instruments in installment form in lieu of serial form or in serial form in lieu of installment form, as the case may be, any nominal or nominee party, optional and mandatory prepayment and redemption provisions, designation of a Paying Agent and/or Certificate Registrar or other fiscal agent, Underwriter, the issuer (the “**Insurer**”, presently expected to be [Assured Guaranty Municipal Corp].) of an insurance policy or other credit facility securing the Certificates (the “**Policy**”, presently expected to be the Insurer’s Municipal Bond Insurance Policy), capitalized interest, denominations, payment dates, installment form in lieu of serial form (and *vice-versa*), and investment restrictions, series designation (for example, 2010, 2010A, 2010B, etc.), accounts and subaccounts, and full authority is hereby given to the Chairman of the County Board or County Administrator to certify and specify such terms, without any further action by the Corporate Authorities than this ordinance), or (ii) the Corporate Authorities in supplemental proceedings shall approve, in either case other than as specifically set forth in this ordinance.

(e) **Limitation.** No Certificates (or participations in the Installment Purchase Agreement) shall be issued other than as provided in this ordinance.

(f) **Payment and Discharge.** The Certificates may be discharged, payment provided for, and the Issuer’s liability terminated, in whole or in part, as follows:

(i) **Discharge of Indebtedness.** If (i) the Issuer shall pay or cause to be paid to the registered owners of the Certificates the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Certificate Registrar and Paying Agent shall have been paid, and (iii) the County shall keep, perform and observe all and singular the covenants and promises in the Certificates and in this ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Issuer shall pay or cause to be paid to the registered owners of all outstanding Certificates of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Certificates shall cease to be entitled to any lien, benefit or security under this ordinance, and all covenants, agreements and obligations of the Issuer to the registered owners of such Certificates shall thereupon cease, terminate and become void and discharged and satisfied.

(ii) **Provision for Payment.** Certificates for the payment or redemption of which sufficient monies or sufficient government securities shall have been deposited with the Paying Agent (whether upon or prior to the maturity or the redemption date of such Certificates) shall be deemed to be paid within the meaning of this ordinance and no longer outstanding under this ordinance; provided, however, that if such Certificates are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this ordinance or arrangements satisfactory to the Certificate Registrar (including certified public accountant verifications and opinions of Bond Counsel, as requested) shall have been made for the giving thereof. Government securities shall be considered sufficient only if such investments are not redeemable prior to maturity at the option of the issuer thereof and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Certificates without rendering the interest on any Certificates taxable under the Code. The Issuer may at any time surrender to the Certificate Registrar for cancellation by it any Certificates previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Certificates, upon such surrender and cancellation, shall be deemed to be paid and retired.

**(iii) Termination of County's Liability.** Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Paying Agent or another appropriate escrow agent of sufficient money and government securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Certificate or Certificates, all liability of the Issuer in respect of such Certificate or Certificates shall cease, determine and be completely discharged and the registered owners thereof shall thereafter be entitled only to payment out of the money and the proceeds of the government securities deposited as herein described for their payment.

**Section 3. Sale and Delivery.** All acts and things done by officers of the Issuer in connection with and related to the sale of the Certificates to the Underwriter shall be and they are hereby in all respects ratified, confirmed and approved.

The Chairman of the County Board, County Administrator, County Clerk, County Treasurer and other officials of the Issuer are hereby authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the Issuer each and every thing necessary for the issuance by the County of the Certificates, including the due and proper execution, delivery and performance of this ordinance, the Installment Purchase Agreement and one or more Contract Identification Certificates, the Purchase Contract, the Disclosure Agreement, the Arbitrage Regulation Agreement (under Section 12 below), in substantially the forms thereof presented at the meeting at which this ordinance is adopted, with appropriate modifications, and all related and incidental agreements, certificates, receipts and opinions, upon payment of the full purchase price of the Certificates, an amount equal to the purchase price, plus accrued interest, if any as set forth in the Purchase Contract with the Underwriter to purchase Certificates. The Chairman of the County Board or County Administrator or County Clerk or County Treasurer each is hereby authorized to identify any Contract to this ordinance and the Installment Purchase Agreement by a Contract Identification Certificate. The use of the Preliminary Official Statement, and preparation and use of a final Official Statement in the offering of the Certificates is ratified, authorized and approved.

The Underwriter shall receive a credit against the purchase price for the Certificates for its underwriting discount and for other issuance costs directly paid by the Underwriter, which payment is hereby authorized.

**Section 4. Execution and Authentication.** Each Certificate shall be executed in the name of the Issuer by the manual or authorized facsimile signature of its Chairman of the County Board and the corporate seal of the Issuer, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of the County Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Certificate shall cease to hold such office before the issuance of such Certificate, such Certificate shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Certificate had not ceased to hold such office. Any Certificate may be signed, sealed or attested on behalf of the County by any person who, on the date of such act, shall hold the proper office or position, notwithstanding that at the date of such Certificate such person may not hold such office or position.

No recourse shall be had for the payment of any Certificates or the Installment Purchase Agreement against the Chairman of the County Board, County Administrator, County Clerk, County Treasurer or other officer or any member of the Corporate Authorities or any other officer or employee of the County (past, present or future).

Each Certificate shall bear thereon a certificate of authentication executed manually by the Certificate Registrar. No Certificate shall be entitled to any intended right or benefit under this ordinance until such certificate of authentication shall have been duly executed by the Certificate Registrar. Such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authorized

under this ordinance and the Installment Purchase Agreement. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer or signer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates.

**Section 5. Transfer, Exchange and Registration.** The Certificates shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Certificate all be transferable only upon the registration books maintained by the Certificate Registrar for that purpose at the designated office of the Certificate Registrar, by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Certificate Registrar and duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the surrender for transfer of any such Certificate, the Issuer shall execute and the Certificate Registrar shall authenticate and deliver a new Certificate or Certificates registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered Certificate. Certificates, upon surrender thereof at the designated office of the Certificate Registrar, with a written instrument satisfactory to the Certificate Registrar, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Certificates of the same maturity and interest rate and of the denominations of \$5,000 each or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of Certificates, the Issuer or the Certificate Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Certificates.

The Issuer, the Seller, the Certificate Registrar and the Paying Agent may deem and treat the person in whose name any Certificate shall be registered upon the registration books as the absolute owner of such Certificate, whether such Certificate shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid, and neither the Issuer nor the Certificate Registrar or the Paying Agent shall be affected by any notice to the contrary.

**Section 6. Certificate Registrar and Paying Agent.** The Issuer shall at all times retain a Certificate Registrar and Paying Agent with respect to the Certificates and shall cause to be maintained at the office of the Certificate Registrar a place where Certificates may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where Certificates may be presented for payment, that it shall require that the Certificate Registrar maintain proper registration books and that it shall require the Certificate Registrar and Paying Agent to perform the other duties and obligations imposed upon them by this ordinance in a manner consistent with applicable standards, customs and practices.

The Certificate Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this ordinance. The Certificate Registrar by executing the certificate of authentication on any Certificate shall be deemed to have certified that it has all requisite power to accept, and has accepted, including as Paying Agent, in the case of the Certificate Registrar and Paying Agent being the same entity or financial institution, such duties and obligations not only with respect to the Certificate so authenticated but with respect to all of the Certificates.

**Section 7. Direct Obligations and Debt.**

(a) The Installment Purchase Agreement and the related Certificates shall be direct limited tax general obligations and a debt of the Issuer, and the payment when due of the principal thereof and the interest thereon shall be payable from general funds on hand or to be on hand without any requirement of a prior

appropriation or budget therefor, under Section 17 of the Local Government Debt Reform Act, or from any other funds lawfully available to the County for the payment of such obligations and debt. Under Section 13 of the Local Government Debt Reform Act, the Issuer pledges to the debt service payments under the Installment Purchase Agreement, all general funds on hand and to be received from time to time, subject to any prior pledge, and for purposes of the foregoing and this ordinance “**General Funds**” means all moneys and investments thereof constituting all or a part of the Issuer’s general fund (howsoever styled), but such term shall include and not restrict or prohibit the use of any other special or otherwise legally available funds therefor.

**Section 8. Form of Certificates.** The Certificates shall be issued in fully registered form conforming to the industry customs and practices of printing, including part on the front and part on the reverse of the certificates, as appropriate, the blanks to be appropriately completed when the Certificates are delivered; and the Certificates may be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and, with appropriate insertions and modifications, shall be in substantially the form thereof in Exhibit A hereto. In lieu thereof, Certificates may be issued in typewritten form, conforming as nearly as practicable to the foregoing. Notwithstanding any provision of this ordinance to the contrary, in lieu of issuing Certificates in serial form the Certificates may be issued as a single installment or term instrument in a principal amount equal to the aggregate principal amount of the Certificates actually issued with a final maturity conforming to Section 2, payable annually as to principal and semiannually as to interest (subject to adjustment in an Authenticating Order or other supplemental proceedings), with an appropriate payment schedule therein or thereon or annexed, and otherwise substantially complying with this ordinance. The form for the Certificates set forth below shall be appropriately modified with respect to any Certificate in installment form, the sufficiency of which shall be conclusively approved by the delivery of nationally recognized bond counsel’s (“**Bond Counsel**”) approving opinion upon issuance thereof. Certificates in serial or installment form may be interchanged from time to time, in whole or in part.

**Section 9. No Levy and Extension of Taxes.** For the purpose of providing the money required to pay the installment payments on the Installment Purchase Agreement, and debt service on the related Certificates, when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there shall not be levied upon taxable property in the Issuer in each year while the Installment Purchase Agreement or any of the Certificates shall be outstanding, any direct annual tax sufficient for that purpose. **The Installment Purchase Agreement and the related Certificates are payable solely and only from General Funds (which term includes moneys in the general funds or special or other legally available funds therefor) as described herein, without any requirement of a prior appropriation or budget therefor, as secured by General Funds (and moneys in the general funds or special or other legally a vailable funds therefor), including Build America Payments, to pay debt service on the Installment Purchase Agreement and the related Certificates. Any payment on the Certificates shall effect a payment at the time, in the manner and with the same effect on the Installment Purchase Agreement**

Each Certificate shall evidence the Issuer’s debt in connection with a proportionate undivided interest in the right to receive installment payments by the County in connection with the Installment Purchase Agreement. The Certificates are payable solely from such installment payments as, when and if the same are received by the Paying Agent, which revenues are to be held in trust by the Paying Agent for such purposes in the manner, and the amounts payable under the Installment Purchase Agreement and the related Certificates constitute a debt and limited general obligation of the Issuer payable from General Funds (and moneys in the general funds or special or other legally available funds therefor), including Build America Payments, without any requirement of a prior appropriation therefor, as secured by General Funds (or special or other legally available funds therefor).

**Section 10. Debt Service Account.** Moneys constituting general funds, including 35% Build America Payments, or otherwise legally available special funds are to be set aside for the sole purpose of paying principal of and interest on the Installment Purchase Agreement and the related Certificates when and as the same come due. All of such moneys, and all other moneys to be used for the payment of the principal of and interest on the Installment Purchase Agreement, shall be deposited by the County Treasurer, or other authorized financial officer, without any other required authority than this ordinance in the “**Debt Service Account**” (the “**Debt Service Account**”), which is hereby established by the County as a special fund of the County and shall be administered as a

bona fide debt service fund under the Internal Revenue Code of 1986, as amended. The Issuer shall make deposits into the Debt Service Account on the first day of each month following the issuance of any Certificates equal to a prorata amount (not less than 1/6 as to interest and 1/12 as to principal) of the principal and interest due on the next succeeding interest and/or principal payment date. At the time of issuance of the Certificates any accrued interest received upon the issuance of the Certificates shall be deposited in the Debt Service Account and applied to pay interest on the Installment Purchase Agreement and the related Certificates. The County Treasurer, or other authorized financial officer, without any further authority than this ordinance, shall timely deposit to and withdraw funds from the Debt Service Account and pay such funds over to the Paying Agent to pay debt service on the Installment Purchase Agreement and the related Certificates.

There shall be and there are hereby created and established separate accounts of the County to be designated (i) the “**Proceeds Account**” and (ii), severally, the “**Debt Service Account**”, “**Depreciation Account**” and “**Surplus Account**”, identified to a particular series of Bonds, for example, 2010, 2010A, etc., as applicable, into each of which such separate accounts there shall be paid, after the Certificates are issued hereunder, on the last business day of each month next preceding the first day of each month without any further official action or direction and in the order in which such Accounts are hereinafter mentioned, all moneys hereunder pledged to pay the Certificates, in accordance with the following provisions:

(a) **Proceeds Account.** There shall be paid into the Proceeds Account (created in subsection (j)(A) and Section 11 below) all grants and other amounts as and when received and advanced in connection with the Certificates to be applied to the acquisition, construction and installation of the Project, as more fully described and referred to in the preambles hereto.

The Issuer shall then allocate from Certificate proceeds, a sum necessary for expenses incurred in the issuance of the Bonds, which shall be deposited in the Proceeds Account as herein provided and disbursed for such issuance costs, which disbursements are hereby expressly authorized.

(b) **Debt Service Account.** There shall be paid into the Debt Service Account on the last business day next preceding the first business day of each month, after the required payment has been determined, a fractional amount (not less than 1/6) of the interest becoming due on the next succeeding interest payment date on all outstanding Certificates authorized to be issued under the terms of this ordinance, and there shall be paid into the Debt Service Account on the first business day of each month not less than a fractional amount of the principal (not less than 1/12) and/or interest (not less than 1/6) becoming due on the next succeeding principal maturity or due date and/or interest due date of all of the Certificates issued under the terms of this ordinance until there shall have been accumulated in the Debt Service Account on or before the day preceding such current due date or maturity date of interest or principal, or both, an amount sufficient to pay such principal or interest, or both, of all Certificates heretofore issued or issued hereunder and including, as applicable, the maturing principal or interest, or both.

In computing the fractional amount of the interest and principal requirements of the Certificates herein authorized and to be set aside each month in the Debt Service Account for the payment thereof, the fraction shall be so computed that sufficient funds will be set aside in the Debt Service Account and be available for the prompt payment of such principal of and interest on the Certificates herein authorized as the same will become due.

Payments into the Debt Service Account may be suspended in any fiscal year at such time as there shall have been paid into such Account sufficient moneys to pay the total principal and interest for such pertinent fiscal year, but such payments shall again be resumed at the beginning of the new fiscal year. All moneys in such Account shall be used only for the purpose of paying interest and principal on the Certificates hereby authorized, as the same shall become due.

At the time of initial delivery of the Certificates, or as needed, there may be transferred from the Proceeds Account to the Debt Service Account a sum sufficient to pay the interest estimated to accrue on the Certificates during the estimated time necessary to complete the hereinabove described construction, extension and improvement of the Project.

(c) **Depreciation Account.** There shall be paid into the Depreciation Account the amounts from time to time provided by ordinance, resolution or other actions of the Corporate Authorities. The moneys in such Depreciation Account shall be used to the extent necessary to make any needful repairs or replacements to the Project and, although not reasonably expected, to prevent or remedy a default in the payment of the interest on or principal of the Certificates. There is no required funding of the Depreciation Account under this ordinance.

(d) **Surplus Account.** After all the required payments into the accounts hereinabove described have been made, including the payments of any deficiencies, and when there is on deposit in the above-described Debt Service Account and Depreciation Account the full maximum amount required to be accumulated in such Debt Service Account and Depreciation Account, then all moneys remaining shall be deposited into the Surplus Account and may be used for any lawful general or special corporate purpose of the Issuer.

(e) **Investments.** The moneys in any of the Accounts created by subparagraphs (a) through (d), as hereinabove created and set forth in this section may by resolution adopted by the Issuer be invested from time to time by the County Treasurer or other authorized finance officer of the County in interest bearing Certificates or other direct and general obligations of the United States Government maturing in not more than ten (10) years after the purchase date thereof and in certificates of deposit or time deposits constituting direct obligations of any savings and loan association or of any bank as defined in the Illinois Banking Act to the extent such certificates or deposits are insured by the Federal Deposit Insurance Corporation or its successors and mature in not more than ten (10) years after the purchase date thereof, and such investments shall be sold from time to time by such County Treasurer or officer pursuant to a resolution or other actions of the Corporate Authorities as funds may be needed for the purpose for which such Accounts have been created. All accrued interest received from any such investments shall be considered and treated as general income and revenues of the County.

(f) Moneys in each of the several Accounts above described shall be kept separate and apart from all other funds and moneys of the County and shall be deposited in a duly designated depository, which bank is authorized to do business in the State of Illinois, and whose deposits are insured under the provisions of the Federal Deposit Insurance Act, or its successor.

(g) It is hereby covenanted and agreed that the pledged revenues are to be paid into the various special Accounts hereinabove established and created in the order in which such Accounts have been listed, and if within any period of time the revenues are insufficient to place the required amounts in any of such Accounts, the deficiencies shall be made up during the following period or periods after payments into all the Accounts enjoying a prior claim of the pledged revenues.

(h) The Issuer hereby covenants and agrees with the owners of the Certificates hereby authorized that so long as the Certificates or any of them remain outstanding and unpaid, either as to principal or interest, that any owner of a Certificate or Certificates issued hereunder may, either in law or in equity, by suit, action, mandamus or other proceedings enforce or compel performance by the officials of the Issuer of all duties required by law and by this ordinance, including the deposit and segregation of the pledged revenues to the respective accounts under this ordinance and in the time and manner and with the effect as herein provided.

(i) The sale of the Certificates herein authorized to the Underwriter at the price and bearing interest at the rate or rates per annum herein provided is hereby approved and confirmed, and the Certificates shall be delivered to the Underwriter or to DTC for the Underwriter's account.

(A) The proceeds derived from the sale of the Certificates hereby authorized shall be placed by the County Treasurer or other authorized financial officer in a special account to be designated the "**Proceeds Account**" which is hereby created (and referred to in subsection (a) above), which funds shall be kept separate and apart from all other funds of the Issuer and deposited in the bank described in subsection (f) above, which bank be, and is hereby designated as the Depository for the funds of such Proceeds Account. Subject to the last paragraph of this section, such funds shall be held and used to acquire, construct, extend and improve the proposed Project as



provided for by this ordinance, and shall be held for the benefit of the owner or owners of the Certificates hereby authorized as their interests may appear, and such funds shall be withdrawn from the Depository from time to time by the County Treasurer or other authorized finance officer (i) either to pay or prepay any interim financing or (ii) otherwise only upon submission to such County Treasurer or officer of the following (payment or prepayment of any prior Certificates and of interim financing, including particularly as may be provided by any State or federal agency shall not require compliance with (1) and (2) below, and is hereby authorized):

(1) A duplicate of the order or direction signed by the Chairman of the County Board or County Administrator or, as applicable, other authorized officer stating specifically the purpose for which the order is issued and indicating that the payment for which the order is issued has been approved by the Corporate Authorities; and

(2) Each withdrawal of funds for payment to a contractor or contractors for work done in connection with the Project shall also be accompanied by (i) a certificate executed by the engineer or architect in charge of the work stating the nature of the work completed and the amount due and payable thereon and (ii) a Contract Identification Certificate approved by the Corporate Authorities as provided in the Installment Purchase Agreement.

(B) Within sixty (60) days after completion of the work in accordance with the plans and specifications therefor, hereinabove referred to in this ordinance, and after all construction costs have been paid in connection therewith, the engineers shall certify to the Corporate Authorities the fact that the work described herein has been completed according to the plans and specifications therefor, and upon approval of the completion of the work based upon such engineer's certificate by the Corporate Authorities, and after all the costs have been paid, the Chairman of the County Board or County Administrator (and engineer or architect, as applicable) for the Issuer shall execute a certificate and file it with the Corporate Authorities certifying that the work has been completed in accordance with such plans and specifications, that all costs have been paid, and if at any time any funds remain in the Proceeds Account the same shall be transmitted to the County Treasurer or other authorized finance officer of the County and be by the County Treasurer or such officer deposited in the Debt Service Account to be established in the manner set forth in subsection (b) hereof and be used to redeem and prepay Certificates issued under the terms of this ordinance to the nearest \$5,000 and any excess funds then remaining shall be held in such account to pay the principal of interest on the Certificates as they mature and come due.

(C) The cost of engineering, architecture, legal and financing services, the cost of surveys, designs, soundings, borings, rights of way, inspection charges, and all other necessary and incidental expenses, including interest accruing on the Certificates during the construction period to the extent such interest is not paid from income and revenue, shall be deemed items of cost of acquisition, construction and installation of the Project in accordance with the plans and specifications therefor heretofore approved by the Corporate Authorities and on file in the office of the County Clerk and referred to in the preambles hereof.

(D) From the proceeds of the sale of the Certificates, as long as any interim financing has been paid, prepaid or refunded, funds may be transferred as needed from the Proceeds Account into the Debt Service Account hereinabove created in subsection (b) of this ordinance to pay the interest accruing on the Certificates during the estimated time necessary to complete the acquisition, construction, extension and improvement of the Project as described herein.

**Section 11. Certificate Proceeds/Proceeds Account.** All of the proceeds of the sale of the Installment Purchase Agreement and the related Certificates (exclusive of accrued interest as provided above in Section 10) shall be deposited by the County Treasurer or other authorized financial officer in the "**Proceeds Account**" which is established under this ordinance and recognized as a special fund of the County. Moneys in the Proceeds Account shall be used for the purposes specified in Section 1 and Section (10)(i) of this ordinance, including for the payment of costs of issuance of the Certificates and related to the Installment Purchase Agreement and each Contract Identification Certificate, but may thereafter be reappropriated and used for other lawful purposes of the Issuer. Before any such appropriation shall be made, there shall be filed with the County Clerk a written opinion of Bond Counsel to the effect that such reappropriation is in compliance with this ordinance and the Installment Purchase Agreement and will not adversely affect the tax-exempt status of the Certificates under Section

103 of the Internal Revenue Code of 1986, as amended. Funds in the Proceeds Account shall be applied at the times, in the manner and with the effect as set forth in Section 10.

**Section 12. Arbitrage Rebate / Yield Reduction Payments.** The County reasonably expects to issue more than \$5,000,000 of tax-exempt obligations in the calendar year of the execution and delivery of the Installment Purchase Agreement and issuance of the Certificates within the meaning of the small issuer exception under Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended. The Issuer shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, relating to the rebate of certain investment earnings at periodic intervals to the United States of America and payment of yield reduction payments (“**Yield Reduction Payments**”) under Section 1.148-5(c) of the Income Tax Regulations, to the extent that such compliance is necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Installment Purchase Agreement and the related Certificates under Section 103 of the Internal Revenue Code of 1986, as amended, and is authorized to execute, deliver and perform an Arbitrage Regulation Agreement (the “**Arbitrage Regulation Agreement**”) in that connection, among other things. A “**Rebate Fund**” is authorized under the Arbitrage Regulation Agreement.

**Section 13. Investment Regulations.** No investment shall be made of any moneys in the Debt Service Account or the Proceeds Account except in accordance with the tax covenants and other covenants set forth in Section 14 of this ordinance. All income derived from such investments in respect of moneys or securities in any fund or account shall be credited in each case to the fund or account in which such moneys or securities are held. All investments shall comply with the Investment of Public Funds Act (30 ILCS 235/0.01 *et seq.*). Such investments shall be as provided in Sections 10 and 11.

Any moneys in any fund or account that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt. The Chairman of the County Board or County Administrator or County Clerk or County Treasurer and agents designated by such officers are hereby authorized to submit, on behalf of the County, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

**Section 14. Non-Arbitrage and Tax-Exemption.** One purpose of this Section 14 is to set forth various facts regarding the Certificates and to establish the expectations of the Corporate Authorities and the County as to future events regarding the Installment Purchase Agreement, the Certificates and the use of related proceeds, provided that Yield will be determined taking into account the 35% credit payments with respect to Build America Bonds (Direct Payment).. The certifications and representations made herein and at the time of the issuance of the Certificates are intended, and may be relied upon, as certifications and expectations described in the Income Tax Regulations dealing with arbitrage, rebate and yield reduction payments (the “**Regulations**”). The covenants and agreements contained herein, and at the time of the issuance of the Certificates, are made for the benefit of the registered owners from time to time of the Installment Purchase Agreement and Certificates. The Corporate Authorities and the County agree, certify, covenant and represent as follows:

(1) The Installment Purchase Agreement is entered into and the Certificates are being issued to pay the Project costs described in Section 1 above, and all of the amounts received from the Installment Purchase Agreement upon the sale of the Certificates, plus all investment earnings thereon (the “**Proceeds**”) are needed for the purpose for which the Installment Purchase Agreement is made and the Certificates are being issued.

(2) The Issuer will apply proceeds of the Certificates and the Installment Purchase Agreement to the costs in (1) above concurrently with and following the issuance of the Certificates. The Issuer has incurred, or within 6 months of issuance of the Certificates will incur, Project costs equal to at least 10% of the Available Project Proceeds of the Certificates, and expects to diligently proceed with the Project within three (3) years of issuance of Certificates, at which time all proceeds of the Certificates are to have been spent. Except for 20% of proceeds of the Certificates for architectural, engineering, permitting and financing costs and the lesser of \$50,000 or 5% for other Project costs, no Project costs reimbursable from

Certificate proceeds have been incurred prior to the date of adoption of this ordinance. The Issuer reserves the right to reimburse itself from proceeds of the Certificate for Project costs paid within 60 days prior to the adoption of this ordinance.

(3) The Issuer has on hand no funds which could legally and practically be used for the purposes hereof which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used for such purposes, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Installment Purchase Agreement or the Certificates is being issued solely for the purpose of investing the Proceeds at a Yield higher than the Yield on the Installment Purchase Agreement or the Certificates. For purposes of this Section 14, "Yield" means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to its issue price, including accrued interest, and the purchase price of the Installment Purchase Agreement and the related Certificates is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Installment Purchase Agreement and the Certificates is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of Underwriters or wholesalers).

(4) All principal proceeds of the Installment Purchase Agreement and the related Certificates will be deposited in the Proceeds Account for the purposes described in Section 1 above, and any accrued interest and premium received on the delivery of the Installment Purchase Agreement and the related Certificates will be deposited in the Debt Service Account and used to pay the first interest due on the Installment Purchase Agreement and the Certificates. Earnings on investment of moneys in any fund or account will be credited to that fund or account. Costs for the purposes described in Section 1 above, including issuance costs of the Installment Purchase Agreement and the Certificates and related to the Installment Purchase Agreement and this ordinance, will be paid from the Proceeds Account, and no other moneys are expected to be deposited therein. Interest on and principal of the Certificates will be paid from payments with respect to the Installment Purchase Agreement and deposited into the Debt Service Account. No Proceeds will be used more than thirty (30) days after the date of issue of the Certificates for the purpose of paying any principal or interest on any issue of Certificates, notes, certificates or warrants or on any installment Agreement or other obligation of the Issuer or for the purpose of replacing any funds of the County used for such purpose.

(5) The Debt Service Account is established to achieve a proper matching of revenues and earnings with debt service on the Installment Purchase Agreement and the Certificates. Other than any amounts held to pay principal of matured Certificates that have not been presented for payment, it is expected that any moneys deposited in the Debt Service Account will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Debt Service Account will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay the Installment Purchase Agreement and matured Certificates that have not been presented for payment, it is expected that the Debt Service Account will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in the Debt Service Account, or (ii) in the aggregate, one-twelfth (1/12th) of annual debt service. Otherwise such funds shall be yield restricted by the yield on the Certificates and subject to Yield Reduction Payments, as the case may be.

(6) Other than the Debt Service Account, no funds or accounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Installment Purchase Agreement and the related Certificates or restricted so as to give reasonable assurance of their availability for such purposes. No property of any kind is pledged to secure, or is available to pay, obligations of the County to any credit enhancer or liquidity provider.

(7) (a) All amounts on deposit in the Proceeds Account or the Debt Service Account and all Proceeds, no matter in what funds or accounts deposited (“**Gross Proceeds**”), to the extent not exempted in (b) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Installment Purchase Agreement and the related Certificates which will be available to pay, directly or indirectly, the Installment Purchase Agreement and the related Certificates or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (6) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Certificates. The yield on the Installment Purchase Agreement does not exceed the applicable Yield on the Certificates.

(b) The following may be invested without Yield restriction:

(i) amounts invested in obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended (but not specified private activity Certificates as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes (“**Tax-Exempt Obligations**”); and

(ii) amounts deposited in the Debt Service Account that are reasonably expected to be expended within 13 months from the deposit date and have not been on deposit therein for more than 13 months; and

(iii) all amounts for the first 30 days after they become Gross Proceeds (in general the date of deposit in any fund or account securing payments on the Installment Purchase Agreement and the related Certificates); and

(iv) all amounts in the Proceeds Account to pay Project costs for up to three (3) years (the applicable “**temporary period**”) after the issuance of the Certificates.

(8) Subject to (17) below, once moneys are subject to the Yield limits of (7)(a) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(9) As set forth in Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended, the County expects to be excepted from the required rebate of arbitrage profits on the Installment Purchase Agreement and the related Certificates because the Issuer is a governmental unit with general taxing powers, the Installment Purchase Agreement is not and none of the Certificates is, a “**private activity bond**” as defined in Section 141(a) of the Internal Revenue Code of 1986, as amended, all the net proceeds of the Certificates are to be used for the local government activities of the Issuer, and the aggregate face amount of all tax-exempt obligations (other than “**private activity Certificates**” as defined in Internal Revenue Code of 1986, as amended) issued by the Issuer and all subordinate entities thereof during the calendar year of issuance thereof, including the Installment Purchase Agreement and the related Certificates, is reasonably expected to exceed \$5,000,000 under such Section 148(f)(4)(D). The Issuer has no subordinate entities having issued bonds in this calendar year. Since such \$5,000,000 is exceeded, then the County shall determine and, as applicable, pay arbitrage rebate.

(10) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(11) The payment of the principal of or the interest on the Installment Purchase Agreement and the related Certificates will not be, directly or indirectly (A) secured by any interest in (i) property used or to be used for a private business activity by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the County), in respect of property, or borrowed money, used or to be used for a private business activity by any person other than a state or local governmental unit.

(12) None of the Proceeds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(13) No user of facilities in respect of the Installment Purchase Agreement and the related Certificates other than a state or local government unit will use the Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of the Project as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment Agreement, or (iii) any other similar arrangement. Any management agreement or similar use agreement shall comply with Section 1301(e) of the Tax Reform Act of 1986 and applicable Income Tax Regulations and Rulings.

(14) Beginning on the 15th day prior to the funding of the Proceeds Account, the County will not have sold or delivered, and will not sell or deliver (nor will it deliver within 15 days after the date of issue of the Certificates), any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Installment Purchase Agreement and the related Certificates or will be paid directly or indirectly from Proceeds.

(15) No portion of facilities in respect of the Certificates is expected to be sold or otherwise disposed of prior to the last maturity of the Installment Purchase Agreement and the related Certificates.

(16) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as an issuer which may certify bond issues under the Regulations.

(17) The Yield restrictions contained in (7) above or any other restriction or covenant contained herein may be violated or changed if the Issuer receives an opinion of Bond Counsel to the effect that such violation or change will not adversely affect the tax-exempt status of interest on the Installment Purchase Agreement and the related Certificates to which it or the registered owners are otherwise entitled.

(18) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(19) The yield on the Installment Purchase Agreement is equal to the yield on the Certificates

(20) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Installment Purchase Agreement and the related Certificates to be arbitrage Certificates within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and of the Regulations. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

The Issuer also agrees and covenants with the holder of the Installment Purchase Agreement and the owners of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Installment Purchase Agreement and the related Certificates and affects the tax-exempt status of the Installment Purchase Agreement and the related Certificates.

The Corporate Authorities hereby authorize the officials of the Issuer responsible for issuing the Certificates, the same being the Chairman of the County Board, the County Administrator, the County Clerk and the County Treasurer of the Issuer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Installment Purchase Agreement and the related Certificates, issued as BABs or on

a tax-exempt basis, to be arbitrage bonds and to assure that the interest on the Installment Purchase Agreement and the related Certificates will be excluded from gross income for federal income tax purposes. In connection therewith, the Issuer and the Corporate Authorities further agree: (a) through the officers of the County, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel approving the Installment Purchase Agreement and the related Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Installment Purchase Agreement and the related Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; (e) to execute, deliver and perform the Installment Purchase Agreement and the Purchase Contract; and (f) if deemed necessary or advisable, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance.

The Certificates are at all times to qualify as tax-exempt, and are not to be hedge bonds, arbitrage bonds or private activity bonds within the meaning of Sections 149(g), 148 or 141 of the Code. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

**Section 15. Bank Qualified.** Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Issuer hereby designates the Installment Purchase Agreement (in whole or in part, as applicable) and the related Certificates issued on a tax-exempt basis, as “qualified tax-exempt obligations” as defined in such Section 265(b)(3). The Issuer represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year in which the Installment Purchase Agreement is executed and delivered and the tax-exempt Certificates are issued will not exceed \$30,000,000 in 2010 within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer covenants that it will not so designate and issue more than \$30,000,000 in 2010 aggregate principal amount of tax-exempt obligations in such calendar year. For purposes of this Section 15, the term “tax-exempt obligations” includes “qualified 501(c)(3) bonds” (as defined in the Section 145 of the Internal Revenue Code of 1986, as amended) but does not include other “private activity bonds” (as defined in Section 141 of the Internal Revenue Code of 1986, as amended).

**Section 16. Ordinance a Contract.** The provisions of this ordinance shall constitute a contract between the Issuer and the Seller, and the owners of the Certificates. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the registered owners of the Installment Purchase Agreement and any and all of the Certificates. To the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Issuer, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**Section 17. Supplemental Documents.** The Installment Purchase Agreement and each Contract Identification Certificate, in substantially the forms presented before the meeting of the Corporate Authorities at which time ordinance is adopted are hereby authorized and approved, with such changes therein from such forms as the Issuer’s officers executing them shall approve. The Issuer is hereby authorized to execute all such other and further documents desirable or necessary to effect the execution, delivery and performance of this ordinance, the Installment Purchase Agreement, the Certificates, the Contract Identification Certificates, the Purchase Contract, the Arbitrage Regulation Agreement and the Disclosure Agreement. The Chairman of the County Board, County Administrator, County Clerk or County Treasurer are authorized under Section 17 of the Local Government Debt Reform Act to identify contracts to the Installment Purchase Agreement.

An Insurer’s commitment and other related documents and required provisions with respect to a Policy and the terms and provisions of the Policy, if any, are to be incorporated into this ordinance by reference, including without limitation that any investment restrictions and limitations in the commitment and related to the Insurer’s Policy shall be deemed to be applicable restrictions and limitations on the investments authorized by this

ordinance. A copy of the Insurer's commitment and standard package shall be attached to this ordinance, but any failure to so attach shall not abrogate, diminish or impair the effect thereof. If there is no Insurer or Policy, reference in this ordinance to the Insurer or Policy shall be given no effect.

The Official Statement is approved and is hereby authorized to be used by the Underwriter in the placement and sale of the Certificates. The Bond Purchase Agreement and the Disclosure Agreement, in forms typical to the transactions contemplated by this resolution, as the officers of the Issuer executing them shall approve, which approval shall constitute the approval of the Corporate Authorities, shall be and are hereby authorized and approved for execution, delivery and performance. The Issuer covenants that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such resolutions and other actions supplemental hereto, and such further acts, agreements, instruments and transfers as may be reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming unto the owners of the Certificates its interest in the funds pledged hereby to the payment of the principal of, premium, if any, and interest on the Certificates, the application of Bond proceeds, all as herein provided, and with respect to Certificates as tax-exempt and/or as taxable BABs.

**Section 18. Covenants.** That the Issuer covenants and agrees with the registered owners of the Certificates hereby authorized that so long as the Certificates or any of them remain outstanding and unpaid, either as to principal or interest:

(a) That the Issuer will maintain the Project and all improvements and extensions thereto in continuous, effective and efficient operation, will operate the same efficiently and faithfully and punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois, the United States and this ordinance.

(b) That the Issuer will maintain and keep proper books of records and accounts (separate from all other records and accounts of the Issuer) in which complete entries shall be made of all transactions relating to the Issuer's operations, and hereby covenants that it will cause the books and accounts of the Issuer to be audited by certified public accountants and upon request will file with the original Purchasers of the Certificates complete operating financial statements of the Issuer in reasonable detail. Each audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall without limiting the generality of the foregoing, include the following:

(1) A statement in detail of the income and revenue and expenditures of the County for such fiscal year.

(2) The accountant's comments regarding the method in which the Issuer has carried out the requirements of this ordinance and the accountant's recommendations for any changes or improvements in the financial operations of the Issuer.

(3) A list of all the insurance policies in force at the end of the fiscal period, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy.

(c) That the Issuer will carry and maintain all risk insurance upon all of the properties forming a part of the Project which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts which are usually carried by other municipalities, special districts, private companies or operators of similar properties rendering services of similar character in similar communities, and all moneys received for losses under such insurance policies shall be deposited in a separate insurance account of the Issuer and used only in making good the loss or damage in respect of which they were paid either by repairing the property damaged or making replacements to the property destroyed. Provision for making good such loss or damage shall be made within ninety (90) days from date of the loss or damage or for the payment of the principal of and interest on the Certificates authorized to be issued under the terms of this ordinance. The Issuer will also carry and maintain general liability coverages and other coverages

generally insured by similar public or private enterprise facilities as the Project, in minimum amounts required by applicable law or sound insurance practices for any loss and shall cover all employees under Workmen's Compensation as required by Illinois law. The proceeds derived from any and all policies for such coverage shall be paid into a separate account of the Issuer and used in paying the claims on account of which they were received.

(d) That the Issuer will require its County Treasurer and other officers in connection with handling Certificate proceeds and revenues of the Issuer to execute a fidelity bond in an amount not less than required by applicable law, in any case with a responsible surety company.

(e) That the Issuer, prior to the beginning of the fiscal year for the Issuer while the Certificates are outstanding, will prepare a proposed budget or appropriation ordinance in compliance with applicable law for its ensuing fiscal period covering the operations of the Issuer, and, the payments to be made into the various accounts as provided in this ordinance. The foregoing shall not be construed to require an appropriation or budget item for debt service on the Certificates.

(f) That upon request the Issuer will provide copies of its most recent audited financial statements to the Purchasers of the Certificates.

**Section 19. Conflict and Repeal.** All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

**Section 20. Effective Date.** This ordinance shall become effective upon adoption and publication, in pamphlet form, in accordance with applicable state law.

Upon motion by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, adopted this \_\_\_\_ of November, 2010, by roll call vote, as follows:

Ayes (names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nays (names): \_\_\_\_\_

Absent (names): \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman of the County Board





and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Certificate to the extent of the sum or sums so paid, and neither the Bank nor the Registrar or the Paying Agent shall be affected by any notice to the contrary.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Registrar.

The Issuer has designated this Certificate, and each Certificate of the series of which it is one, as "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Certificate in order to make it a legal, valid and obligation and debt of the Issuer as herein provided have been done, exist and have been performed in regular and due time, form and manner as required by law.

**IN WITNESS WHEREOF**, The County of Champaign, Illinois, has caused this Certificate to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman of the County Board, and its seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its County Clerk, all as of the Dated Date set forth above.

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

(SEAL)

Attest:

By: \_\_\_\_\_ By: \_\_\_\_\_  
County Clerk Chairman of the County Board

**CERTIFICATE OF AUTHENTICATION**

Dated: \_\_\_\_\_

This is one of the General Obligation (Limited Tax) Debt Certificates, Series 2010A, of The County of Champaign, Illinois, related to the Installment Purchase Agreement by and between the County and the County Treasurer, as nominee Seller.

**AMALGAMATED BANK OF CHICAGO,**  
Chicago, Illinois, as Registrar

**Registrar and** Amalgamated Bank of Chicago  
**Paying Agent:** Chicago, Illinois

By: \_\_\_\_\_  
Authorized Signer

**ASSIGNMENT**

For value received the undersigned sells, assigns and transfers unto \_\_\_\_\_

[Name, Address and Tax Identification Number of Assignee]

the within Certificate and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_ Signature \_\_\_\_\_

Signature Guarantee: \_\_\_\_\_

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

The foregoing form of Certificate may be modified in any manner not inconsistent with the authorizing ordinance therefor. The opinion of bond counsel shall be conclusive in that connection.

STATE OF ILLINOIS            )  
  )  
COUNTY OF CHAMPAIGN        )        SS.

**CERTIFICATION OF ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the "County"), and that as such official I am the keeper of the records and files of the County and its County Board (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the \_\_\_\_ day of November, 2010, insofar as the same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATES, SERIES 2010A, TO FINANCE COUNTY FACILITIES FOR THE COUNTY OF CHAMPAIGN, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH CERTIFICATES, AND RELATED MATTERS,**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were conducted openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that the agenda for the meeting was duly posted at the Brookens Administration Center at least 48 hours prior to the meeting; that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

**IN WITNESS WHEREOF**, I hereunto affix my official signature, and the County's seal, this \_\_\_\_ day of \_\_\_\_\_, 2010.

(SEAL)

\_\_\_\_\_  
County Clerk

**INSTALLMENT PURCHASE AGREEMENT  
EXHIBIT B**

**Office of Julia R. Reitz, Esq., State's Attorney**

**OFFICE OF JULIA R. REITZ, ESQ., STATE'S ATTORNEY  
101 EAST MAIN ST.  
URBANA, IL 61801  
Tel: (217)384-3733 / Fax: (217)384-3816**

December \_\_, 2010

**The County of Champaign  
Urbana, Illinois**

**William Blair & Company, L.L.C.  
Chicago, Illinois**

**Evans, Froehlich, Beth & Chamley  
Champaign, Illinois**

Re: \$ \_\_\_\_\_ General Obligation (Limited Tax) Debt Certificates, Series  
2010A, of The County of Champaign, Illinois

Ladies and Gentlemen:

As counsel for The County of Champaign, Illinois (the "**County**"), I have reviewed the Installment Purchase Agreement (the "**Agreement**," dated as of December 1, 2010 (as authorized by the County's Ordinance No. \_\_\_\_\_, adopted November \_\_, 2010 (the "**Ordinance**," with respect to which undefined terms herein shall have the meaning therein), by and between the County Treasurer (as the nominee "**Seller**" under Section 17 of the Local Government Debt Reform Act) and the County. Based on the examination of the Agreement and the Ordinance, it is my opinion that:

1. The County is a duly constituted non-home rule County and unit of local government of the State of Illinois, in good standing under the Constitution and laws of the State of Illinois and is authorized to enter into the transactions contemplated by the Agreement, the Ordinance, the Certificates, Contract Identification Certificates, the Arbitrage Regulation Agreement, the Disclosure Agreement and the Purchase Contract (all, together with certificates and receipts, collectively, the "**Related Documents**").

2. The Agreement and the Related Documents, executed and delivered by the County and constitutes valid, legal and binding agreements of the County.

3. To the best of my knowledge and belief, the entering into and performance of the Agreement and the Related Documents will not violate any judgment, order, law or regulation applicable to the County or result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the County is a party or be which it or its assets may be bound.

4. To the best of my knowledge and belief, there is no litigation pending or threatened in any court or other tribunal, state or federal, in any way questioning or if adversely determined will affect the validity or source of payment of the Agreement, the Certificates and the Related Documents.

5. The Project is to acquire, construct and install an approximate an approximate 25,000 square-foot office/storage facility on the County's East Urbana Campus, and related facilities, improvements and costs (the "**Project**").

6. To the best of my knowledge and belief, all required or applicable bidding procedures regarding the award of the Agreement and acquisition, construction and installation of the Project to this date have been followed or duly waived by County.

7. The adoption of all resolutions, ordinances and actions of the County relating to the Ordinance, the Agreement and the Related Documents, and all related proceedings, comply with all applicable laws governing the County and with all rules and regulations of the County and its Corporate Authorities. The County does not operate under the "**Commission**" form of municipal government.

8. On the basis of my representation of the County and my review of the Official Statement, but without having undertaken to determine independently the accuracy or completeness of or to verify the statements in the Official Statement, nothing has come to my attention which would lead me to believe that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they were made, not misleadings in any material respects.

9. None of the proceedings had or actions taken with regard to the Ordinance, the Agreement and the Related Documents, including the proceedings relating to the execution, issuance, sale and delivery of the Certificates, has or have been repealed, rescinded or revoked, and all such proceedings and actions remain in full force and effect on the date hereof.

**Office of Julia R. Reitz, Esq., State's Attorney**

By: \_\_\_\_\_, Esq.  
Assistant State's Attorney

**INSTALLMENT PURCHASE AGREEMENT**  
**EXHIBIT C**  
**SCHEDULE OF PAYMENTS**

Dated Date: December \_\_, 2010

**Installment Purchase Agreement Account Information**

Name: The County of Champaign  
 Address: Brookens Administration Center; 1776 E. Washington  
 County, State: Urbana, IL  
 Zip: 61802  
 Telephone: (217) 384-3776  
 Facsimile: (217) 384-3896

Agreement Reference: # n/a

Agreement Document Date: December 1, 2010

Original Agreement Date: December 1, 2010

Original Agreement Amount: \$ \_\_\_\_\_

Payments: Principal is payable January 1 in each year, as set forth below, and interest, at the rates set forth below, is payable each January 1 and July 1, commencing July 1, 2011, as provided in the ordinance authorizing the Installment Purchase Agreement:

<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Interest Rate (%)</u>	<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Interest Rate (%)</u>
2012	,000		2022	,000	
2013	,000		2023	,000	
2014	,000		2024	,000	
2015	,000		2025	,000	
2016	,000		2026	,000	
2017	,000		2027	,000	
2018	,000		2028	,000	
2019	,000		2029	,000	
2020	,000		2030	,000	
2021	,000				

**Term**

Certificates: Certificates maturing on January 20\_\_, 20\_\_ and 20\_\_ are Term Certificates (the "Term Certificates"), subject to mandatory sinking fund redemption in the principal amount on January 1 of each of the years, as follows:

<u>Jan. 1, 20</u>	<u>Term Certificate Principal Amount(\$)</u>	<u>Jan. 1, 20</u>	<u>Term Certificate Principal Amount(\$)</u>	<u>Jan. 1, 20</u>	<u>Term Certificate Principal Amount(\$)</u>
<u>20__</u>	,000	<u>20__</u>	,000	<u>20__</u>	,000
<u>20__</u>	,000	<u>20__</u>	,000	<u>20__</u>	,000
<u>20__</u>	,000*	<u>20__</u>	,000*	<u>20__</u>	,000*

\*To be paid at maturity unless previously retired.

Dated as of the Dated Date set forth above.  
 (SEAL)

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

Attest:

\_\_\_\_\_  
 County Clerk

\_\_\_\_\_  
 Chairman of the County Board

STATE OF ILLINOIS )

COUNTY OF CHAMPAIGN     )  
  )

**ATTACHMENT TO EXHIBIT C**

**Debt Certificate**

**December \_\_, 2010**

The undersigned hereby certify that all outstanding debt and obligations of The County of Champaign, Illinois (the "**County**") are as follows:

General Obligation Bonds (referendum)

\_\_\_\_\_

Non-Referendum General Obligation Bonds

\_\_\_\_\_

Alternate Bonds\*

\$\_\_\_\_\_ (General Obligation Bonds (Alternate Revenue Source), Series \_\_\_\_\_)

\*With respect to which the County is in full compliance and has not levied taxes

Installment Purchase Agreements/Contracts/Leases

\$\_\_\_\_\_ (County Treasurer, December 1, 2010)

Public Building Commission Leases

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Other (specify):

IEPA "loans" / USDA "loans": \$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

By: \_\_\_\_\_  
Chairman of the County Board

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
County Treasurer

By: \_\_\_\_\_  
County Administrator



**INSTALLMENT PURCHASE AGREEMENT  
EXHIBIT D**

**CERTIFICATE WITH RESPECT TO  
QUALIFIED TAX-EXEMPT OBLIGATIONS**

I, the undersigned, hereby certify that I am the duly qualified Chairman of the County Board of The County of Champaign, Illinois ("**County**"); and, with respect to the Installment Purchase Agreement dated as December 1, 2010 (the "**Agreement**," with respect to which undefined terms herein shall have the meanings therein) by and between County and the County Treasurer (as the nominee "**Seller**"), am duly charged with the executing that certain Agreement and do hereby certify as follows:

1. The County certifies that it reasonably anticipates that not more than \$30,000,000 of "**qualified tax-exempt obligations**" [as that term is defined in Section 265 (b)(3)(d) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986 (the "**Code**")] will be issued by it and any subordinate entities during the calendar year 2010. The County has no subordinate entities having issued tax-exempt bonds in 2010 except (if none, so state): none.

2. Further, the County agrees, in accordance with Section 265 (b)(3)(d) of the Code, that it will not designate issues in 2010 in an aggregate principal amount exceeding \$30,000,000 to be designated as "**qualified tax-exempt obligation**" eligible for the exception contained in Section 265 (b)(3)(d) of the Code, allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

3. The County hereby designates the Agreement and the related Certificates as "**qualified tax-exempt obligations**" under such Section 265(b)(3) of the Code.

4. Attached hereto, as applicable, is a completed Form 8038-G in connection with the Agreement and the related Certificates.

**IN WITNESS WHEREOF**, the County has caused this Exhibit D to Agreement to be executed by its respective officer duly authorized, all as of the date and year first above written.

**THE COUNTY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Its Chairman of the County Board

**Form 8038-G**

**Information Return for Tax-Exempt Governmental Obligations**

(Rev. May 2010)  
Department of the Treasury  
Internal Revenue Service

Under Internal Revenue Code section 149(e)  
See separate instructions.  
Caution: if the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>The County of Champaign</b>		2 Issuer's employer identification number (EIN) <b>37 6006910</b>	
3 Number and street (or P.O. box if mail is not delivered to street address) <b>Brookens Administration Center/ 1776 E. Washington Street</b>		Room/suite	4 Report number (For IRS Use Only) <b>3</b>
5 City, town, or post office, state, and ZIP code <b>Urbana, Illinois 61802</b>		6 Date of issue	
7 Name of issue <b>General Obligation (Limited Tax) Debt Certificates, Series 2010A</b>		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information <b>Deb Bussey, County Administrator</b>		10 Telephone number of officer or other person <b>( 217 ) 384-3776</b>	

<b>Part II Type of Issue (enter the issue price) See instructions and attach schedule</b>	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe	18
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>	
If obligations are BANs, check only box 19b <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

<b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b>				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$	years	%

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

<b>Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)</b>	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form 8038-G (Rev. 5-2010)

**Part VI Miscellaneous**

- |     |  |  |
|-----|--|--|
| 35  |  |  |
| 36a |  |  |
| 37a |  |  |
- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .
- b Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units . . . . .
- b If this issue is a loan made from the proceeds of another tax-exempt issue, check box  and enter the name of the issuer ▶ \_\_\_\_\_ and the date of the issue ▶ \_\_\_\_\_
- 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box . . . . .
- 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .
- 40 If the issuer has identified a hedge, check box . . . . .

**Signature and Consent:** Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____	Date	Deb Busey, County Administrator Type or print name and title
--	------	---

<b>Paid Preparer's Use Only</b>	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's BSN or PTIN 37-1114779
	Firm's name (or yours if self-employed), address, and ZIP code	EIN 37	Phone no. (217)	1114774 359-6494

LAW OFFICES OF  
**EVANS, FROEHLICH, BETH & CHAMLEY**

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

44 MAIN STREET, THIRD FLOOR  
CHAMPAIGN, ILLINOIS 61820

TELEPHONE (217) 359-6494

FACSIMILE (217) 359-6468

JAMES W. EVANS  
KURT P. FROEHLICH  
KENNETH N. BETH  
JOSEPH P. CHAMLEY

December \_\_, 2010

Certified Mail No. \_\_\_\_\_

Internal Revenue Service Center  
1160 W. 1200 S.  
Ogden, Utah 84201

**RE: Installment Purchase Agreement and Related \$\_\_\_\_\_ General  
Obligation (Limited Tax) Debt Certificates, Series 2010A, of The County of  
Champaign, Illinois and the County Treasurer, Urbana, IL**

Enclosed is a Form 8038-G and B in connection with the above captioned issue. The form has been prepared by our firm as bond counsel and is filed as required by the Tax Reform Act of 1986. Please advise me if you see any problems or have any concerns about the form as herewith filed. We will accept your collect call in that connection.

Also enclosed is a copy of the form as executed and herewith submitted for filing which we would ask you to file-stamp and return to us in the enclosed self-addressed stamped envelope.

Very truly yours,

KURT P. FROEHLICH, Ltd.

KPF/rmb

**Exhibit E**

**CONTRACT IDENTIFICATION CERTIFICATE**

In connection with the Installment Purchase Agreement dated as of December 1, 2010 (the **“Installment Purchase Agreement,”** with respect to which undefined terms herein shall have the meanings therein) by and between The County of Champaign, Illinois (the **“County”**) and the County Treasurer (as the nominee **“Seller”**) related to acquire, construct and install an approximate an approximate 25,000 square-foot office/storage facility on the County’s East Urbana Campus, and related facilities, improvements and costs (the **“Project”**), the undersigned Chairman of the County Board or County Administrator or County Clerk or County Treasurer under Section 17 of the Local Government Debt Reform Act hereby certifies that the Corporate Authorities have identified to the Installment Purchase Agreement [a] certain Contract(s), as follows:

**Contractor/Payee**

**Contract/Purpose**

**Amount(\$)**

This Certificate is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Chairman of the County Board

or

\_\_\_\_\_  
County Administrator

or

\_\_\_\_\_  
County Clerk

or

\_\_\_\_\_  
County Treasurer

---

---

**INSTALLMENT PURCHASE AGREEMENT**

**TRANSCRIPT OF PROCEEDINGS**

**December 1, 2010 / December \_\_, 2010**

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

**and the related**

**\$ \_\_\_\_\_ GENERAL OBLIGATION (LIMITED TAX)  
DEBT CERTIFICATES, SERIES 2010A**

**of the**

**THE COUNTY OF CHAMPAIGN, ILLINOIS**

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**\$ \_\_\_\_\_ GENERAL OBLIGATION (LIMITED TAX)  
DEBT CERTIFICATES, SERIES 2010A,  
OF THE COUNTY OF CHAMPAIGN, ILLINOIS**

**CONTENTS**  
Closing Letter  
CUSIPS  
Final Terms  
Rating Letter

**I. BASIC DOCUMENTS**

- 1.01** Installment Purchase Agreement, dated as of December 1, 2010: The County of Champaign, Illinois, and the County Treasurer.
  - A. Authorizing Ordinance.
  - B. Opinion of County's Counsel: \_\_\_\_\_, Esq., Office of Julia R. Reitz, Esq., State's Attorney, Urbana, Illinois.
  - C. Schedule of Payments.
  - D. Qualified Tax-Exempt Obligation Certificate (Form 8038-G).
  - E. Contract Identification Certificate (Form).
  - F. Specimen Certificate
- 1.02** Authenticating Order.
- 1.03** Purchase Contract.
- 1.04** Continuing Disclosure Certificate and Agreement.

**II. RELATED DOCUMENTS**

- 2.01** Certificate of Incumbency of Officers, Absence of Litigation, Identification of Signatures and Direction to Registrar to Authenticate Certificates / Facsimile Signature Filings of the Chairman of the County Board and County Clerk.
- 2.02** Valuation Certificate of the Champaign County Clerk.
- 2.03** Closing Certificate of Registrar and Paying Agent / DTC Representation Letter.
- 2.04** Receipt and Certificate of County.



- 2.05 Receipt and Certificate of Underwriter.
- 2.06 Closing and Arbitrage Certificate / Arbitrage Regulation Agreement / Build America Bonds.
- 2.07 Opinion of Chapman and Cutler, Chicago, Illinois, Disclosure Counsel.
- 2.08 Tax Compliance Memorandum/Advice
- 2.09 Opinions of Evans, Froehlich, Beth & Chamley, Champaign, Illinois, Bond Counsel.
- 2.10 Transcript Certificate.
- 2.11 Official Statements.

**TRANSCRIPTS**

The County of Champaign  
Urbana, Illinois

Office of Julia R. Reitz, Esq., State's Attorney  
Urbana, Illinois

William Blair & Company, L.L.C.  
Chicago, Illinois

Chapman and Cutler  
Chicago, Illinois

Kings Financial Consulting, Inc.  
Urbana, Illinois

Evans, Froehlich, Beth & Chamley  
Champaign, Illinois

Amalgamated Bank of Chicago  
Chicago, Illinois

## INSTALLMENT PURCHASE AGREEMENT

Dated as of: December 1, 2010

Delivered: December \_\_, 2010

**Seller:** County Treasurer  
 Brookens Administrative Center  
 1776 E. Washington Ave. tel: (217) 384-3776  
 Urbana, IL 61802 fax: (217) 384-3896

**County/  
 Purchaser:** The County of Champaign  
 Brookens Administrative Center  
 1776 E. Washington Ave. tel: (217) 384-3776  
 Urbana, IL 61802 fax: (217) 384-3896

This Installment Purchase Agreement ("**Agreement**") entered into between the County Treasurer (as nominee "**Seller**," and including any successor officer or officers) and the The County of Champaign ("**Purchaser**" or "**County**"), a non-home rule county duly organized and existing under the laws of the State of Illinois ("**State**");

### WITNESSETH:

**WHEREAS**, Seller desires to sell the Project, as hereinafter defined, to Purchaser, and Purchaser desires to purchase the Project from Seller, on an installment purchase basis, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

**WHEREAS**, Purchaser is authorized under the Constitution and Laws of the State to enter into this Agreement for the purposes set forth herein;

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES HEREINAFTER CONTAINED, THE PARTIES HEREBY AGREE** as follows:

## ARTICLE I COVENANTS OF PURCHASER

Purchaser represents, covenants and warrants, for the benefit of Seller and its assignees, as follows:

(a) Purchaser is a non-home rule county and unit of local government, duly organized and existing under the Constitution and laws of the State. The Purchaser is executing and delivering this Agreement under the Counties Code, 55 ILCS 5/1-1 *et seq.*, as supplemented and amended, including by Local Government Debt Reform Act, 30 ICLS 350/1 *et seq.*, and particularly Section 17 thereof concerning installment purchase agreements and debt certificates (collectively, the Counties Code and Local Government Debt Reform Act, as supplemented and amended, constitute the "**Applicable Law**")

(b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a County and a unit of local government.

(c) Purchaser is authorized under the Constitution and laws of the State, including "**Applicable Law**," to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(d) Purchaser has been duly authorized to execute and deliver this Agreement under the terms and provisions of the authorizing Ordinance of its governing body, attached hereto as Exhibit A, or, as applicable, by other appropriate and effective official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Purchaser has complied with and, unless duly waived under applicable law, will comply with such public bidding requirements as may be mandated as applicable to this Agreement and, as applicable, the acquisition, construction and installation by Purchaser of the Project hereunder. Purchaser shall cause to be delivered to Seller and Certificate holders an appropriate opinion of bond counsel as required by the Certificate purchasers and to otherwise comply with all applicable law requirements.

(e) During the term of this Agreement, the Project will be used by Purchaser only for the purpose of performing one or more governmental or proprietary functions of Purchaser consistent with the permissible scope of Purchaser's power and authority and will not be used in a trade or business of any person or entity other than the Purchaser, except as shall be approved in a written opinion of bond counsel.

(f) During the period this Agreement is in force, Purchaser will annually provide Seller and Certificate holders with current financial statements and such other financial information relating to the ability of the Purchaser to continue or to pay under this Agreement as may be reasonably requested by Seller or its assignee or the owners of Certificates.

(g) The Project will have a useful life in the possession of the Purchaser that is substantially in excess of the Agreement Term of this Agreement.

(h) The Project is, and during the period this Agreement is in force will remain real property and/or personal property and/or related services, authorized by Applicable law.

## ARTICLE II DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**"Agreement"** means this Installment Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

**"Agreement Term"** means the Agreement Term as provided for in this Agreement under Section 4.01, which shall not in any event exceed 20 years from the date of delivery of this Agreement.

**"Architect"** or **"Engineer"** means, as applicable, the architect or the engineer or other designer for the Project.

**"Babs"** means Build America Bonds.

**"Certificates"** means the Purchaser's "\$                      **General Obligation (Limited Tax) Debt Certificates, Series 2010A**" as described in Section 6.06 in substantially the form in Exhibit A to the Ordinance.

**"Commencement Date"** is the date when the term of this Agreement begins and Purchaser's obligation to make Installment Payments accrues, which date if Certificates are issued shall be the date on which this Agreement is fully executed and delivered and Certificates are issued or first drawn upon under the Ordinance.

**"Contract Identification Certificate"** means each Contract Identification Certificate in substantially the form in Exhibit F.

**"Contractor"** means each contractor, subcontractor, supplier, or vendor in connection with the Project.

**"Installment Payments"** means the basic installment payments (including late payment penalties, if any) payable by Purchaser pursuant to the provisions of this Agreement during the Agreement Term, payable in consideration of the right of Purchaser to use the Project during the Agreement Term; Installment Payments shall be payable by Purchaser to the Seller or its assignee(s) (or instead to a Paying Agent as to Certificates, as the case may be) in the amounts and at the times during the Agreement Term, as set forth in Exhibit E of this Agreement.

**"Ordinance"** means the Purchaser's ordinance authorizing this Agreement and the Certificates.

**"Project"** means the property and/or services and which is or are the subject(s) of the installment purchase under this Agreement: the acquisition, construction and installation of: an approximate an approximate 25,000 square-foot office/storage facility on the County's East Urbana Campus, and related facilities, improvements and costs.

**"Purchase Price"** means the amount which Purchaser may, in its discretion, pay to Seller in order to purchase the Project, as set forth in Exhibit D hereto.

**"Purchaser"** or **"County"** means The County of Champaign, Illinois which is described in the first paragraph of this Agreement and which is purchasing the Project from Seller under the provisions of the installment purchase arrangement under this Agreement.

**"Seller"** means (i) the County Treasurer, acting as nominee Seller hereunder; (ii) any successor officer or official or any surviving, resulting or transferee corporation or association; and (iii) except where the context otherwise requires, any assignee(s) of Seller.

Other terms shall have the meanings given them in the Ordinance.

**ARTICLE III  
INSTALLMENT SALE/PURCHASE OF PROJECT**

Seller hereby sells and agrees to convey to Purchaser, and Purchaser purchases from Seller, the Project, in accordance with the provisions of this Agreement, for the Agreement Term under this Agreement.

**ARTICLE IV  
TERM**

**Section 4.01. Commencement of Agreement Term.** The Agreement Term of this Agreement shall commence on the Commencement Date and shall terminate as provided in Section 4.02.

**Section 4.02. Termination of Agreement Term.** The Agreement Term will terminate in the case of (a), (b) and (d) below and may terminate upon the occurrence of any of the following events:

(a) the expiration of the Agreement Term of this Agreement and, if no Certificates are issued, the nonrenewal of this Agreement in the event of nonpayment of any of the Installment Payments.

(b) the exercise by Purchaser of the option to complete the purchase of the Project under the provisions of Articles IX or XI of this Agreement;

(c) a default by Purchaser and Seller's election to terminate this Agreement under Article XIII; or

(d) the payment or prepayment (principal due and accrued interest to such prepayment date) by the Purchaser of all Installment Payments authorized or required to be paid by Purchaser hereunder.

**ARTICLE V  
ENJOYMENT OF PROJECT**

Seller hereby covenants to provide Purchaser during the Agreement Term with quiet use and enjoyment of the Project, and Purchaser shall during the Agreement Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Seller, except as expressly set forth in this Agreement.

Seller shall have the right at all reasonable times during business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Project.

**ARTICLE VI  
INSTALLMENT PAYMENTS**

**Section 6.01. Installment Payments to Constitute a Debt and Direct Obligation of Purchaser.** Seller and Purchaser understand and intend that the obligation of Purchaser to pay Installment Payments hereunder shall constitute a debt and a direct obligation of Purchaser under the Counties Code and Section 17 of the Local Government Debt Reform Act and shall count in the debt limit computation of Purchaser under the applicable constitutional or

statutory (including such Section 17) limitations or requirements concerning the creation of indebtedness by Purchaser, and shall constitute a pledge of the general revenues, funds and monies of Purchaser as specifically authorized under State law (i.e., 30 ILCS 350/17), and such other lawfully available special funds as may be applied therefor. Pursuant to Section 13 of the Local Government Debt Reform Act (30 ILCS 350/13) the Purchaser hereby pledges its general funds, and the foregoing special funds, and Build America Payments to the fullest extent lawful) to the payment of Installment Payments hereunder and to pay the Certificates. While there are any Certificates outstanding, debt service payments or prepayments are to be made under this Agreement; and all debt service payments or prepayments shall be on the Certificates with a corresponding credit against this Agreement.

**Section 6.02. Payment of Installment Payments.** Purchaser shall pay Installment Payments, exclusively from legally available funds, whether or not there is an appropriation, in lawful money of the United State of America to Seller, or in the event of assignment by Seller, to its assignee(s), in the amounts and on the dates set forth in Exhibit D hereto, but notwithstanding the foregoing directly to the Paying Agent for the Certificates while any Certificates are outstanding and unpaid under the Ordinance.

**Section 6.03. Interest and Principal Components.** A portion of each Installment Payment under this Agreement is paid as, and represents payment of, interest and the balance of each Installment Payment is paid as, and represents payment of, principal. Exhibit D hereto sets forth the applicable interest rate and the principal component of each Installment Payment during the Agreement Term.

**Section 6.04. Installment Payments to be Unconditional.** The obligation of Purchaser to make payment of the Installment Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events. Notwithstanding any dispute between Purchaser and Seller, any Contractor or any other person, Purchaser shall make all payments of Installment Payments when due and shall not withhold any Installment Payments pending final resolution of such dispute, nor shall Purchaser assert any right of set-off or counter claim against its obligation to make such payments required under this Agreement. Purchaser's obligation to make Installment Payments during the Agreement Term shall not be abated through accident or unforeseen circumstances.

**Section 6.05. Continuation of Agreement Term by Purchaser.** Purchaser shall continue the Agreement Term and shall timely pay the Installment Payments hereunder. Purchaser further shall do all things lawfully within its power to obtain and maintain funds from which the Installment Payments are to be made, whether or not Purchaser has made or will make provisions for such payments in each duly enacted budget, or as applicable, appropriation documents.

**Section 6.06. No Appropriation Required.** To evidence its obligations to make all of the Installment Payments under this Agreement, Purchaser under the Ordinance shall issue its Certificates evidencing the indebtedness incurred under this Agreement. Each Certificate shall be issued by the Purchaser, shall be captioned "**General Obligation (Limited Tax) Debt Certificate, Series 2010A (Build America Bonds (Direct Payment))**," and shall be in substantially the form in Exhibit A to the Ordinance authorizing this Agreement, subject to such insertions, deletions, and other changes necessary or desirable to conform to the transactions hereunder. Notwithstanding any provision of the Ordinance authorizing this Agreement and the Certificates (in substantially the form in Exhibit A hereto, the "**Ordinance**"), to the contrary, in lieu of issuing Certificates in serial form the Certificates may be issued as single installment instrument in a principal amount equal to the aggregate principal amount of the Certificates actually issued with a final maturity of the Agreement Term under this Agreement and with payments equal to those as set out in Exhibit D, and otherwise substantially complying with this Agreement and the Ordinance. The form for the Certificates set forth in Exhibit A to the Ordinance shall be appropriately modified with respect to any Certificate issued in installment form, and the sufficiency of such modifications shall be conclusively approved by the delivery of nationally recognized bond counsel's approving opinion upon issuance thereof. Certificates in serial or installment form may be interchanged from time to time, in whole or in part.

**The Certificates shall be valid, due and payable as provided therein and herein, whether or not an appropriation with respect thereto is included in any annual or supplemental budget or appropriation adopted by the Purchaser's corporate authorities. The Purchaser shall timely pay the Installment Payments hereunder when due according to the terms hereof and of applicable law related to the Certificates.**

**Section 6.07 Credit.** Payments by Purchaser on Certificates shall constitute a credit with respect to any payments under this Agreement.

## ARTICLE VII

### TITLE TO PROJECT; MAINTENANCE, TAXES, INSURANCE ETC.

**Section 7.01. Title to the Project.** During the term of this Agreement, title to the Project and any and all additions, repairs, replacements or modifications shall vest in Purchaser, subject to the rights of Seller under this Agreement.

**Section 7.02. Maintenance of Project by Purchaser.** Purchaser agrees that at all times during the Agreement Term Purchaser will, at Purchaser's own cost and expense, maintain, preserve and keep the Project in good repair, working order and condition, and that Purchaser will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Seller shall have no responsibility in any of these matters, or for the making of improvements or additions to the Project. If requested by Seller, Purchaser will enter into maintenance contracts for the Project with a maintenance supplier that Seller approves.

**Section 7.03. Taxes, Other Governmental Charges and Utility Charges.** The parties to this Agreement contemplate that the Project will be used for a governmental or proprietary purpose of Purchaser and, therefore, that the Project will be exempt from all taxes presently assessed and levied with respect to real and/or personal property. In the event that the use, possession or acquisition of the Project is found to be subject to taxation in any form, Purchaser will pay during the Agreement Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project and any equipment or other property acquired by Purchaser in substitution for, as a renewal or replacement of or a modification, improvement or addition to the Project, as well as all gas, water, steam, electric, County, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect. If and to the extent that any state, county, municipal or other fees and taxes of whatever nature, including but not limited to license, qualification, franchise, sales, use, gross receipts, ad valorem, business, excise, motor vehicle, and occupation fees and taxes, and interest and penalties thereon, are assessed, levied against or payable by the Seller or otherwise with respect to the Project or the acquisition, purchase, sale, use, rental, operation, control, ownership or disposition of the Project or measured in any way by the value thereof or by the business of the Seller with the respect thereto, excepting only income taxes, federal or state, Purchaser shall, upon notice from the Seller, reimburse Seller for any such amounts

or shall pay such amounts directly unless such amounts are included in original principal component of the Installment Payments set forth in Exhibit D.

Purchaser and Seller assume that Seller or its assigns and owners of Certificates can, and intend that Seller or its assigns and owners of Certificates will be able to, exclude the interest component of the Installment Payments and of debt service on Certificates, as set forth in Exhibit D, to the extent required to maintain the Certificates as BABs under ARRA, from Federal gross income and that this Agreement and each Certificate constitutes, and as to any tax-exempt Certificates, is hereby designated by the Purchaser as, a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Purchaser covenants and agrees that it will (1) rebate an amount equal to any "excess earnings" to the Federal government if required by, and in accordance with, Section 148 (f) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986 (the "Code") and to make the annual determination and maintain the records applicable thereto; (2) use a registration system to record the identity of any assignee(s) known to the Purchaser and the registered owners of Certificates as to meet the requirements of Section 149(a) of the Code; (3) timely file a form 8038-G, as applicable, with the Internal Revenue Service in accordance with Section 149(e) of the Code and ARRA; (4) not to permit the proceeds of this Agreement and the Certificates to be directly or indirectly used for private business use within the meaning of Section 141 of the Code; (5) ensure that action will not be taken which will result in the obligation represented in this Agreement and the Certificates to be treated as an "arbitrage bond" or "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Code; respectively; (6) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Sections 103, 141 *et seq.*; 54AA and 1400U-2 of the Code related to this Agreement and the Certificates; and (7) cause to be executed and delivered to Seller or its assigns a certificate with respect to "qualified tax-exempt obligation" attached hereto as Exhibit E.

**Section 7.04. Provisions Regarding Insurance.** At its own expense Purchaser shall cause casualty, public liability, and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Seller that adequate self-insurance is provided with respect to the Project, which shall have minimum insurance coverage required, as set forth in the Ordinance or required by applicable regulation or requirement. All insurance proceeds from casualty losses shall be payable as hereinafter provided in the Ordinance. Upon request, Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Agreement Term. Alternatively, Purchaser may insure the Project under a blanket insurance policy or policies which cover not only the Project but other properties. The Purchaser shall advise Seller immediately in the event (i) such insurance is not in effect or (ii) will no longer be in effect. Purchaser assumes all risks under this Section 7.04.

#### ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

**Section 8.01. Damage, Destruction and Condemnation.** Unless Purchaser shall have exercised its option to purchase the Project by making payment of the Purchase Price as provided herein, if prior to the termination of the Agreement Term (a) the Project or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Purchaser and Seller will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification, improvement, or replacement of the Project. Any balance of the Net Proceeds remaining after such work or acquisition has been completed shall be paid to Purchaser.

For purposes of this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney fees) incurred in the collection of such claims or award.

**Section 8.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01 hereof, Purchaser shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Purchaser agrees that if by reason of any such insufficiency of the Net Proceeds, Purchaser shall make any payments pursuant to the provisions of this Section 8.02. Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Article VI hereof, or (b) if Purchaser is not in default hereunder, Purchaser shall pay to Seller the amount of the then applicable Purchase Price, and upon such payment, the Agreement Term shall terminate and the Seller's security interest in the Project shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Purchaser. Whether or not there is compliance with Sections 8.01 or 8.02, Purchaser shall continue to make all Installment Payments during the Agreement Term.

#### ARTICLE IX DISCLAIMER OF WARRANTIES; CONTRACTOR'S WARRANTIES; USE OF THE PROJECT

**Section 9.01. Disclaimer of Warranties.** AS BETWEEN SELLER AND PURCHASER, DELIVERY OF PROJECT TO PURCHASER SHALL CONSTITUTE PURCHASER'S ACKNOWLEDGEMENT THAT THE PROJECT IS IN GOOD ORDER AND CONDITION AND IS OF THE CONSTRUCTION, MANUFACTURE, DESIGN AND CAPACITY SELECTED BY THE PURCHASER, THAT THE PURCHASER IS SATISFIED THAT THE SAME IS SUITABLE FOR ITS PURPOSE, AND THAT FOR PURPOSES OF THIS AGREEMENT SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED WITH RESPECT TO PROJECT, INCLUDING WITHOUT LIMITATION, AS TO THE VALUE, DESIGN, CAPACITY, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT, OR WARRANTY WITH RESPECT THERETO AND SELLER AND ITS ASSIGNEES HEREBY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES. THIS SECTION IS INTENDED TO APPLY BETWEEN SELLER AND PURCHASER ONLY TO THE EXTENT OF THE FINANCING CONTEMPLATED HEREIN AND IN NO EVENT INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN OR INCLUDED WITHIN ANY CONTRACT ENTERED INTO FOR THE PROJECT EITHER WITH THE SELLER, OR ANY OTHER CONTRACTOR. PURCHASER SHALL BE ENTITLED TO APPLICABLE WARRANTIES AS TO THE PROJECT. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Purchaser's use of any item or products or services provided for in this Agreement.

**Section 9.02. Seller's Warranties.** Seller hereby irrevocably appoints Purchaser its agent and attorney-in-fact during the Agreement Term so long as Purchaser shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Project, which Seller may have against any Contractor for the Project. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Contractor of the Project, and not against Seller (or any Certificate holders), nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties from any Contractor.

**Section 9.03. Use of the Project.** Purchaser will not install, use, operate or maintain the Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the Code, including to maintain the Certificates as BABs under ARRA. Purchaser shall provide or otherwise obtain all permits and licenses, if any, necessary for the acquisition, construction and installation and operation of the Project. In addition, Purchaser agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Project) with all laws of the jurisdiction in which its operation involving any item of Project may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Project; provided, however, that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Seller, adversely affect the estate of Seller in and to any of the items of the Project or its interest or rights under this Agreement.

## ARTICLE X OPTION TO PURCHASE/PREPAY

At the request of Purchaser, Seller's interests in the Project will be terminated and this Agreement shall terminate:

- (a) at the end of the Agreement Term, upon payment or prepayment (or principal and accrued interest to such prepayment) in full of Installment Payments due hereunder; or
- (b) at the end of the Agreement Term, upon payment or prepayment by Purchaser of the then applicable Purchase Price (provided related Certificates can be prepaid or redeemed); or
- (c) if the Agreement Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Project and, if Purchaser is not on such date in default under this Agreement, upon payment of the then applicable Purchase Price to Seller.

## ARTICLE XI ASSIGNMENT, LEASING, INDEMNIFICATION MORTGAGING AND SELLING

**Section 11.01. Assignment by Seller.** This Agreement, and the obligations of Seller to receive and Purchaser to make Installment Payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller at any time subsequent to its execution, without the necessity of obtaining the consent of Purchaser; provided however, that no such assignment or reassignment shall be effective unless and until Purchaser shall have received notice of the assignment or reassignment disclosing the name and address of the assignee(s) or subassignee(s). Upon receipt of sufficient notice of assignment, Purchaser agrees to enter in a register the assignee designated in such notice of assignment, and to make all payments, as applicable, to the assignee designated in the notice of assignment, or to the registered owners of the Certificates, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Purchaser may from time to time have against Seller, or the assignee(s). Purchaser agrees to execute all documents, including notices of assignment or financing statements which may be reasonably requested by Seller or its assignee(s) to protect their interests in the Project and in this Agreement.

**Section 11.02. No Sale, Assignment or Leasing by Purchaser.** This Agreement and the interest of Purchaser in the Project may not be sold, assigned, leased, or otherwise disposed of or encumbered by Purchaser without the prior written consent of Seller, but in any event subject to prior payment rights of Certificate owners.

**Section 11.03. Release and Indemnification Covenants.** To the extent permitted by and subject to applicable law and the Constitution of the State, Purchaser shall protect, hold harmless and indemnify Seller from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as result of the entering into this Agreement, the ownership of any part of the Project, including as to environmental laws, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any part of the Project or any accident in connection with the operation, use, condition, possession, storage or return of any part of the Project resulting in damage to property or injury or the death of any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Agreement Term for any reason. Purchaser agrees not to withhold or abate any portion of the payments (including Installment Payments) required pursuant to this Agreement for any reason, including any defects, malfunctions, breakdowns or infirmities of the Project, or for any other reason.

**Section 11.04. Assignment Limitation.** While any Certificates are outstanding, the Seller shall not assign this Agreement without the consent of all Certificate holders and with an approving written opinion of bond counsel as to the authorization under applicable law and the Code.

## ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

**Section 12.01. Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement any one or more of the following events:

- (a) Failure by Purchaser to pay any Installment Payment or other payment required to be paid hereunder at the time specified herein; or
- (b) Failure by Purchaser to observe and perform any covenant, condition or Agreement on its part to be observed or performed, other than as referred to in Section 12.01 (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected

within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected; or

(c) The termination of existence or business failure of, or the making of an assignment for the benefit of creditors by, the Purchaser; or

(d) The institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against the Purchaser and, if instituted against the Purchaser, its consent thereto or the pendency of such proceedings for thirty (30) days.

If by reason of force majeure Purchaser is unable in whole or in part to carry out its agreements on its part herein contained, other than the obligations on the part of the Purchaser contained in Article VI hereof, Purchaser shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders of restraints of any kind of the government of the United States of America or the state wherein Purchaser is located or any of their departments, agencies or officials, or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

**Section 12.02. Remedies on Default.** Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Seller shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, retake possession of the Project and sell, lease or sublease the Project for the account of Purchaser, holding Purchaser liable for the Installment Payments and other amounts payable by Purchaser hereunder to the end of the Agreement Term; or

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the Seller of Project.

**Section 13.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. This Article XII shall not be construed to abrogate, diminish or impair Purchaser's obligations under Article VI. Payments by Purchaser on Certificates shall constitute a credit with respect to any payments with respect to this Agreement. Notwithstanding the foregoing, while Certificates are outstanding and unpaid the Purchaser's obligation under Article VI shall remain in effect.

### ARTICLE XIII MISCELLANEOUS

**Section 13.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 13.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

**Section 13.03. Severability.** In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.04. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Seller and the Purchaser; nor shall any such amendment that affects the rights of Seller's assignee(s) be effective without such assignee's consent.

**Section 13.05. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

**Section 13.06. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 13.07. Captions.** The captions or heading in this Agreement are for the convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 13.08. Entire Agreement.** This Agreement constitutes the entire agreement between Seller and Purchaser. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Project sold and purchased hereunder. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Purchaser in connection with this Agreement which are in addition to or consistent with the terms and conditions of this Agreement will not be binding on Seller and will not apply to this Agreement. Purchaser by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF,** Seller has executed this Agreement in its corporate name, and Purchaser has caused this Agreement to be executed in its corporate name with, as applicable, its corporate seal hereunto affixed and duly attested, by authorized officers. All of the above occurred as of the date first written below.

**SELLER:**

**COUNTY/PURCHASER:**

**COUNTY TREASURER**  
Urbana, IL

**THE COUNTY OF CHAMPAIGN,**  
**CHAMPAIGN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
County Treasurer

By: \_\_\_\_\_  
Chairman of the County Board

(SEAL)

Attest: \_\_\_\_\_  
County Clerk



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE COUNTY OF CHAMPAIGN, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS.**

---

**WHEREAS**, The County of Champaign, Illinois (the **“Issuer”**), is a non-home rule unit pursuant to the provisions of applicable law, as provided by the Counties Code (Section 5/1-1 *et seq.* of Chapter 55 of the Illinois Compiled Statutes, as supplemented and amended, including by the Bond Authorization Act, the Registered Bond Act, the Bond Replacement Act, the Local Government Defeasance of Debts Law, and the Local Government Debt Reform Act, collectively, the **“Act”**); and

**WHEREAS**, the Issuer’s County Board (the **“Corporate Authorities”**) determined that it was essential that the Issuer in 2003 undertake the acquisition, construction and installation of (the **“Prior Project”**): a county nursing home, and related improvements, facilities and costs; and

**WHEREAS**, to fund the Prior Project, the Issuer issued (the **“Prior Bonds”**): on February 26, 2003, \$19,925,000 initial principal amount General Obligation, Series 2003, pursuant to an authorizing resolution therefor (Resolution No. 4644, adopted February 6, 2003, the **“Prior Resolution”**) with Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar (the **“Prior Registrar”**) and as paying agent (the **“Prior Paying Agent**, which Prior Bonds the Issuer deems it advisable to refund call and retire on June 1, 2012 (the **“2003 Redemption Date**; and

**WHEREAS**, the Corporate Authorities have heretofore and it hereby is determined that General Obligation Refunding Bonds, Series 2010B (the **“Bonds”**), are to be issued to refinance the Prior Project by refunding all or part of the Prior Bonds (the **“Refunding”**), and to pay related costs of issuance, and under and pursuant to this ordinance it is necessary and desirable that the Issuer issue the Bonds; and

**WHEREAS**, the Issuer proposes to enter into a Bond purchase contract (the **“Bond Purchase Agreement”**) with William Blair & Company, L.L.C., Chicago, Illinois (the **“Underwriter”**) concerning the purchase of the Bonds, and the Bonds are to be as described in the Issuer’s Official Statement (in preliminary form and as supplemented to be final, the **“Official Statement”**) in connection with the offering of the Bonds for public sale, as supplemented by the Issuer’s Continuing Disclosure Certificate and Agreement (the **“Disclosure Agreement”**) under Rule 15c2-12 of the Securities Exchange Commission (**“Rule 15c2-12”**); and

**WHEREAS**, for convenience of reference only, this ordinance is divided into sections with captions, which shall not define or limit the provisions hereof, as follows:

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**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS, as follows:**

**Section 1. Certain Definitions.** Unless the context or use indicates another or different meaning, certain words and terms used in this ordinance shall have the meanings set forth above in the preambles and recitals hereto and from place to place herein.

(a) Certain words and terms shall have the meanings set forth in this Section 1, as follows:

**“Bona fide debt service fund”** means a fund, which may include proceeds of an issue, that (1) Is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year; and (2) Is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the principal and interest payments on the issue for the immediately preceding bond year.

**“Bond Order”** shall have the meaning thereof in Section 3(d).

**“Bond Registrar”** means Amalgamated Bank of Chicago, through its designated corporate trust office in Chicago, Illinois, as Bond Registrar in connection with the Bonds, and its successors and assigns.

**“Bonds”** means the General Obligation Refunding Bonds, Series 2010B, authorized under and pursuant to this ordinance.

**“Code”** means the Internal Revenue Code of 1986, as amended, and includes applicable Income Tax Regulations.

**“Commitment”** means an Insurer’s Commitment, if any, for a Policy in connection with the Bonds.

**“Corporate Authorities”** means the Issuer’s County Board.

**“Depository”** means any automated depository for securities and a clearinghouse for securities transactions with respect to the Bonds, and its authorized successors, initially The Depository Trust Company (“DTC”), New York, New York.

**“Disclosure Agreement”** means the Issuer’s Continuing Disclosure Certificate and Agreement under Rule 15c2-12 in connection with the Bonds.

**“Escrow Agreement”** means the Escrow Agreement by and between the Issuer and Amalgamated Bank of Chicago, Chicago, Illinois, as Escrow Agent (the “Escrow Agent”), in connection with the Refunding.

**“Escrow Account”** means the Escrow Account under the Escrow Agreement to be funded with “Investment Securities” (as defined in the Escrow Agreement) and, as applicable, a cash deposit.

**“Government Securities”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities and obligations, the prompt payment of principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America.

**“Independent”** when used with respect to any specified person means such person who is in fact independent and is not connected with the Issuer as an officer, employee,

underwriter, or person performing a similar function; and whenever it is provided in this ordinance that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the Issuer, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

**“Insurer”** means the issuer of a Policy securing the payment when due of the principal of and interest on the Bonds.

**“Levied Taxes”** means the receipts, if any are required, derived from the levy of general taxes without limit as to rate or amount as provided for in Section 8 of this ordinance securing and to pay the principal of and interest on the Bonds.

**“Maximum Annual Debt Service”** means an amount of money equal to the highest future principal and interest requirement of all Outstanding Bonds required by this ordinance in any Bond Year (i.e., each June 2 to the next June 1 annual period), including and subsequent to the Bond Year in which the computation is made; and any Outstanding Bonds required to be redeemed pursuant to mandatory redemption shall be treated as falling due on the date required to be redeemed (except in the case of failure to make any such mandatory redemption) and not on the stated maturity date of such Outstanding Bonds.

**“Ordinance”** or **“ordinance”** means this ordinance as originally adopted and as the same may from time to time be amended or supplemented pursuant to and in accordance with the terms hereof.

**“Outstanding Bonds”** means Bonds which are outstanding and unpaid; provided, however, such term shall not include Bonds **(a)** which have matured and for which monies are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon; or **(b)** the provision for payment of which has been made by the Issuer pursuant to this ordinance.

**“Paying Agent”** means Amalgamated Bank of Chicago, through its principal office in Chicago, Illinois, as Paying Agent in connection with the Bonds, and its successors and assigns.

**“Pledged Account”** shall have the meaning in Section 10(a).

**“Policy”** means an Insurer’s bond insurance Policy or other credit facility, if any, insuring and securing the scheduled payments when due of the principal of and interest on the Bonds.

**“Prior Bonds”** shall have the meaning in the recitals in the preamble to this ordinance.

**“Prior Ordinance”** shall have the meaning in the recitals in the preamble to this ordinance.

**“Prior Project”** shall have the meaning in the recitals in the preamble to this ordinance.

**“Qualified Investments”** means, subject to the limitations applicable in connection with an Insurer’s Policy, if any, investments in Government Securities and such other investments as may from time to time be permissible under the laws of the State of Illinois.

**“Rule 15c2-12”** means Rule 15c2-12 promulgated by the Securities and Exchange Commission.

**“2003 Redemption Date”** shall have the meaning in the recitals in the preamble to this ordinance.

**“Underwriter”** shall have the meaning set forth above in the recitals in the preamble to this ordinance.

**“Yield Reduction Payments”** shall have the meaning in Section 1.148-5(c) of the Income Tax Regulations.

**“Yield restricted”** or **“yield restriction”** with reference to an obligation means that the yield on such obligation is restricted to the Yield on the Bonds.

(b) Any certificate, letter or opinion required to be given in connection herewith shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like shall mean that such shall be only written whether or not a writing is specifically mentioned in the context of use. In connection with the foregoing and other actions to be taken under this ordinance, the Issuer’s Chairman of the County Board (or his or her designee), or County Administrator, or County Treasurer unless applicable law requires action by the Issuer’s County Board, shall have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this ordinance for and on behalf of the Issuer and with the effect of binding the Issuer in that connection. In connection herewith concerning written direction or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the contrary, such direction or authorization orally by telephone, other telecommunication or otherwise, confirmed in writing, shall be appropriate and is hereby approved. Failure of the investing agent to actually receive such written confirmation shall not render invalid or ineffective any such oral direction or authorization.

(c) In the event there is no Insurer or Policy, reference to **“Insurer”** and **“Policy”** in this ordinance shall be given no effect.

**Section 2. Findings.** The Corporate Authorities hereby find that the matters set forth in the preambles and recitals hereto are true and correct and incorporate them herein by this reference and that it is necessary and in the best interests of the Issuer that the Issuer refinance

the Prior Project by refunding the Prior Bonds, and that the Bonds be issued for such purposes. Proceeds of the Bonds are hereby to be applied for such purposes. The appropriate officers of the Issuer are authorized to cause to be given timely notices to call the refunded Prior Bonds (and, as applicable, the related abatement of all or a part of the taxes levied to pay such called Prior Bonds).

**Section 3. Bond Details.** There shall be borrowed for and on behalf of the Issuer the principal amount of up to \$ \_\_\_\_\_ (to be evidenced by the Bonds) to refinance the Prior Project by refunding the Prior Bonds,

**(a) General.** The Bonds shall be designated: “**General Obligation Refunding Bond, Series 2010B**”. The Bonds shall be dated December \_\_, 2010 (or after such date and as of or before the date of issuance as the Underwriter accepts or approves), and shall also bear the date of authentication, shall be in fully registered form, shall be in denomination of \$5,000 each and authorized integral multiples thereof, shall be numbered 1 and upward in the order of their issuance, and shall bear interest at the rates and shall mature and become due and payable on the applicable date of the years (subject as hereinafter provided to prior redemption, as applicable) and in the principal amount in each year, as follows:

<u>June 1 of the Year:</u>	<u>Principal Amount(\$)</u>	<u>Interest Rate(%)</u>
2012	,000	
2013	,000	
2014	,000	
2015	,000	
2016	,000	
2017	,000	
2018	,000	
2019	,000	
2020	,000	
2021	,000	
2022	,000	

The Bonds shall bear interest from their date, or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first (1st) day of June 1 and December 1 of each year, commencing on June 1, 2011. Principal of and premium (if any) on each Bond shall be paid in lawful money of the United States of America, at the designated payment office of the Paying Agent. Interest on each Bond shall be paid from available funds therefor, as provided in this ordinance, by check or draft of the Paying Agent to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the interest payment date.

Interest on each Bond also may be payable by wire or electronic transfer to (and at the expense of) any registered owner of a Bond or Bonds (as of the applicable record date) holding an aggregate principal amount of \$500,000 or more when such registered owner shall have requested such wire or electronic transfer payment to a bank in the continental United States by written instruction (with sufficient directions, including bank address and routing and account numbers) to the Paying Agent at least fifteen (15) days prior to an interest payment date.

**(b) Execution.** The Bonds shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer and shall be signed by the manual or duly authorized manual or facsimile signatures of the Issuer's Chairman of the County Board and County Clerk of the Issuer, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

**(c) Authentication.** All Bonds shall have thereon a certificate of authentication substantially in the form therefor hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Issuer and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance.

**(d) Bond Order.** The Bonds shall bear interest at such rates and mature in the principal amount in each year, but not exceeding the aggregate of the Bonds as set forth above, if different than as set forth above, shall be insured, shall be subject to optional redemption and/or mandatory redemption, and shall have such other terms and provisions as set forth in a Bond Order, if any. For purposes of the foregoing and otherwise in this ordinance, the term "**Bond Order**" shall mean a certificate signed by the Chairman of the County Board, and attested by the County Clerk and under the seal of the Issuer, setting forth and specifying details of the Bonds, including, but not limited to, as the case may be, identification of the Bond Registrar, Paying Agent, Bond Insurer, Policy, Escrow Agent, final interest rates, payment dates, optional and mandatory call provisions, Levied Taxes, original issue discount ("**OID**"), reoffering premium, the final maturity schedule, and identification of specific Prior Bonds to be refunded, authorized pursuant to this ordinance. The Bonds shall be conformed to each Bond Order.

**Section 4. Redemption.** The Bonds shall be subject to optional redemption prior to maturity as set forth in this Section 4, and not otherwise.

**(a) Optional Redemption.** Bonds maturing on and after June 1, 202\_, shall be subject to redemption prior to maturity on June 1, 202\_, and thereafter in whole or in part on any date, in any order of maturity specified by the Issuer or in such principal amounts in any maturity, as specified by the Issuer (but in inverse order if none is specified) at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the date fixed for redemption.

(b) **Term Bonds.** Bonds maturing on January 1 of the years specified in a Bond Order are Term Bonds (the “**Term Bonds**”), subject to mandatory sinking fund redemption in the principal amount on June 1 of each of the years as specified in a Bond Order, and not otherwise.

At its option before the 45th day (or such lesser time acceptable to the Bond Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Bonds as appropriate certificate of direction and authorization executed by the Chairman of the County Board or County Treasurer or County Administrator may: (i) deliver to the Bond Registrar for cancellation Term Bonds in any authorized aggregate principal amount desired; or (ii) furnish the Paying Agent funds for the purpose of purchasing any of such Term Bonds as arranged by the Issuer; or (iii) received a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Bonds which prior to such date have been redeemed and cancelled. Each such Bond so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Bonds in chronological order, and the principal amount of Bonds to be so redeemed as provided shall be accordingly reduced. In the event Bonds being so redeemed are in a denomination greater than \$5,000, a portion of such Bonds may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

(c) **Procedure.** The Issuer covenants that it will redeem Bonds pursuant to the redemption provisions applicable to such Bonds. Proper provision for redemption having been made, the Issuer covenants that the Bonds so selected for redemption shall be payable as at maturity.

The Issuer shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount of Bonds to be redeemed. No such notice shall be required in the case of mandatory redemption under subsection (b) above. In the event that less than all of the Bonds of a particular series or maturity are called for redemption as aforesaid, as necessary, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days or less than thirty (30) days prior to the redemption date by the Bond Registrar by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall promptly notify the Issuer in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond



Register or at such other address as is furnished in writing by each such registered owner to the Bond Registrar.

All notices of redemption shall include at least the information as follows: (1) the identification of the particular Bonds to be redeemed; (2) the redemption date; (3) the redemption price; (4) if less than all of the Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (5) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and (6) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Bond shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be marked cancelled by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice set forth above, further notice shall be given by the Bond Registrar on behalf of the Issuer as set out below, but no defect in such further notice

nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Bond or Bonds, or portion thereof, being redeemed with the proceeds of such check or other transfer.

**Section 5. Registration of Bonds and Book-Entry.** The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein and related to book-entry only registration.

(a) **General** This subsection (a) is subject to the provisions of subsection (b) concerning book-entry only provisions. The Issuer shall cause books (the “**Bond Register**”) for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the Bond Registrar of the Issuer. The Issuer is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Issuer for use in the issuance from time to time of the Bonds and in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner’s attorney duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same series and maturity of other authorized denominations. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, nor, as applicable, to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Bond shall be made only to or upon the order of the

registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption.

The Chairman of the County Board or County Treasurer or County Administrator may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Chairman of the County Board or County Treasurer or Finance Director shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

**(b) Book-Entry-Only Provisions.** The Bonds shall be issued in the form of a separate single fully registered Bond of each series for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond may be registered in the Bond Register therefor in a street name of the Depository, or any successor thereto, as nominee of the Depository. The outstanding Bonds from time to time may be registered in the Bond Register in a street name, as nominee of the Depository. If not already done, the Chairman of the County Board or County Administrator or County Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "**Representation Letter**"). Without limiting the generality of the authority given to the Chairman of the County Board or County Treasurer or County Administrator with respect to entering into such Representation Letter, it may contain provisions relating to **(a)** payment procedures, **(b)** transfers of the Bonds or of beneficial interest therein, **(c)** redemption notices and procedures unique to the Depository, **(d)** additional notices or communications, and **(e)** amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of a nominee of the Depository, the Issuer and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "**Depository Participant**") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the foregoing, the Issuer and the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to **(a)** the accuracy of the records of the Depository, the nominee, or any Depository Participant with respect to any ownership interest in the Bonds, **(b)** the delivery to any Depository Participant or any other person, other than a registered owner of a

Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

As long as the Bonds are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Bond certificate with respect to any Bonds. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds as of the close of business on the fifteenth (15th) day of the month next preceding the applicable interest payment date, the reference herein to nominee in this ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Issuer, the Bond Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Depository and the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this ordinance to the contrary, so long as any Bond is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

**Section 6. General Obligation.** The Bonds are and constitute general obligations of the Issuer to which are pledged the full faith and credit of the Issuer, including a levy of direct annual taxes without limit as to rate or amount sufficient to pay when due the principal thereof and interest thereon.

**Section 7. Form of Bonds.** With appropriate completion of blanks and other modifications, including, as the case may be, the inclusion of abbreviations with respect to the status of registered ownership and an Insurer's standard Statement of Insurance, reordering of paragraphs, and, while the Bonds are held by the Depository in full book entry form, a schedule with respect to prepayments upon redemption showing the date of prepayment, the principal amount prepaid, the interest paid, the principal balance, the Bonds shall be in substantially the form as follows:

(Form of Series 2010B Bonds - Front Side)  
[STATEMENT OF INSURANCE]

REGISTERED

REGISTERED

NO. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
THE COUNTY OF CHAMPAIGN, ILLINOIS  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2010B

\_\_\_\_\_  
:See Reverse Side for:  
:Additional Provisions:

Interest  
Rate:

Maturity  
Date:

Dated  
Date:

CUSIP:  
078833

Registered Owner:

Principal Amount:

**KNOW ALL BY THESE PRESENTS**, that The County of Champaign Illinois, a non-home rule municipality and political subdivision of the State of Illinois (the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing June 1, 2011, until such Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable to this Bond. The principal of and redemption premium, if any, due on this Bond are payable in lawful money of the United States of America upon presentation hereof at the designated payment office of Amalgamated Bank of Chicago, in Chicago, Illinois, as paying agent (including its successors, the “**Paying Agent**”).

Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Issuer maintained by Amalgamated Bank of Chicago, in Chicago, Illinois, as Bond Registrar (including its successors, the “**Bond Registrar**”), at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Paying Agent, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

Interest on each Bond also may be payable by wire or electronic transfer to (and at the expense of) any registered owner of a Bond or Bonds (as of the applicable record date) holding an aggregate principal amount of \$500,000 or more when such registered owner shall have requested such wire or electronic transfer payment to a bank in the continental United States by written instruction (with sufficient directions, including bank address and routing and account numbers) to the Paying Agent at least fifteen (15) days prior to an interest payment date.

This Bond and each Bond of the series of which it forms a part (the “**Bonds**”) are issued pursuant to the Constitution and laws of the State of Illinois, including by the power and authority of the Issuer under applicable law, including but not limited to, the Counties Code and the Local Government Debt Reform Act, and the principal of and interest and any premium on the Bonds are payable from unlimited ad valorem taxes duly levied without limit as to rate or amount on all of the taxable property in The County of Champaign, Illinois (the “**Levied Taxes**”). The Bonds of this series are being issued to refinance certain public facilities and improvements by refunding certain prior general obligation bonds, as authorized by applicable law and as more fully described in proceedings adopted by the Issuer’s County Board (the “**Corporate Authorities**”) in Ordinance No. \_\_\_\_\_ authorizing the issuance of the Bonds, adopted by the Corporate Authorities on the \_\_\_\_ day of November, 2010 (the “**Bond Ordinance**”). For the prompt payment of the Bonds, both principal and interest as aforesaid, at maturity or redemption, the full faith and credit of the Issuer, including the power to levy taxes without limit as to rate or amount, are hereby irrevocably pledged.

[Insert as applicable: Reference is hereby made to the further provisions of this Bond as set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.]

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Bond Ordinance. Upon surrender for transfer or exchange of any Bond at the designated payment office of the Bond Registrar in Chicago, Illinois, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such registered owner duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bonds].

The Issuer, the Paying Agent and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or

on account of principal hereof, premium, if any, and interest due hereon and for all other purposes and neither the Issuer nor the Paying Agent or Bond Registrar shall be affected by any notice to the contrary.

Bonds maturing on and after June 1, 202\_, shall be subject to redemption prior to maturity on June 1, 202\_, and thereafter in whole or in part on any date, in any order of maturity specified by the Issuer or in such principal amounts in any maturity, as specified by the Issuer (but in inverse order if none is specified) at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the date fixed for redemption.

[Insert and adapt, as applicable: Bonds maturing on June 1, 20\_\_ and June 1, 20\_\_ are Term Bonds (the “Term Bonds”), subject to mandatory sinking fund redemption in the principal amount on June 1 of each of the years, as follows:

<u>June 1, 20</u> <b>Term Bonds</b>		<u>June 1, 20</u> <b>Term Bonds</b>	
<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Year</u>	<u>Principal Amount(\$)</u>
20__	,000	20__	,000
20__	,000*	20__	,000*

\*To be paid at maturity unless previously retired.]

Unless waived by the registered owner of Bonds to be redeemed, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date of fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

The rights and obligations of the Issuer and of the registered owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the Issuer and of the registered owners of not less than two-thirds (2/3rds) in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the Issuer to pay the principal, interest or redemption premium, if any, from the designated sources therefor, in the manner at the time and place and at the rate and in the currency provided therein of any Bond without the express consent of the registered owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

The Issuer, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Issuer, represented by the series of Bonds of which this Bond is one, and including all other indebtedness of the Issuer, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the levy of general taxes without limit as to rate or amount (the Levied Taxes) on all taxable property within the Issuer's corporate limits to pay when due the principal of and interest on the series of Bonds of which this Bond is one.

**The Issuer has designated the Bonds of this series as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.**

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar. Notwithstanding any other provision hereof, at any time that the Bonds are registered in the name of a securities depository or its nominee, the manner and timing of payment of Bonds shall be governed by the agreement entered into with such securities depository.



**IN WITNESS WHEREOF** The County of Champaign, Illinois, by its County Board, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Chairman of the County Board and attested by the manual or duly authorized facsimile signature of its County Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

**THE COUNTY OF CHAMPAIGN,  
ILLINOIS**

Attest:

(SEAL)

\_\_\_\_\_  
Chairman of the County Board of

\_\_\_\_\_  
County Clerk

**Bond Registrar** Amalgamated Bank of Chicago  
**Paying Agent:** Chicago, Illinois

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication: \_\_\_\_\_

This Bond is one of the Bonds described in the within mentioned Bond Ordinance and is one of the General Obligation Refunding Bond, Series 2010B, having a Dated Date of \_\_\_\_\_, 2010, of The County of Champaign, Illinois.

**AMALGAMATED BANK OF CHICAGO,**  
Chicago, Illinois, as Bond Registrar

By \_\_\_\_\_  
Authorized Signer

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name, Address and Tax Identification of Assignee)  
the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_ as attorney to transfer the within  
Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guarantee By:

\_\_\_\_\_  
(Name of Eligible Guarantor Institution as defined  
by SEC Rule 17 Ad-15 (17 CFR 240.1 Ad-15))

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**Section 8. Tax Levy.** For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity or upon mandatory redemption, there is hereby levied upon all of the taxable property within The County of Champaign, Illinois, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for the purpose; and there are hereby levied on all of the taxable property in The County of Champaign, Illinois, in addition to all other taxes, with a reasonable allowance for delinquencies under Section 16 of the Local Government Debt Reform Act, the following direct annual taxes (constituting the Levied Taxes):

<u>For the Year</u>	<u>A Tax Sufficient to Produce the Sum of (\$):</u>
2010	For principal and interest
2011	For principal and interest
2012	For principal and interest
2013	For principal and interest
2014	For principal and interest
2015	For principal and interest
2016	For principal and interest
2017	For principal and interest
2018	For principal and interest
2019	For principal and interest
2020	For principal and interest

Interest or principal on the Bonds coming due at any time when there are insufficient funds on hand from the Levied Taxes to pay the same shall be paid promptly when due from current funds on hand (and not subject to a prior pledge) in advance of the collection of the Levied Taxes herein levied; and when the Levied Taxes shall have been collected, reimbursement shall be made to such funds in the amount so advanced.

(a) Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of such principal and interest, such funds shall be initially credited to the Pledged Account, and the Corporate Authorities shall, if at all, from time to time, by proper proceedings, (i) direct the deposit of such funds into the Principal and Interest Account such that the Principal and Interest Account has on deposit or is credited with not in excess at any time of an amount constituting a “**bona fide debt service fund**” under Section 1.148-1(b) of the Income Tax Regulations and (ii) further shall direct or through appropriate officers certify the abatement of the applicable taxes levied by the amount so deposited. A certified copy of any such certificate of abatement and of any such proceedings abating taxes shall be filed with the County Clerk of The County of Champaign, Illinois, in a timely manner to effect such abatement.

(b) The Issuer covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding and unless and to the extent that

moneys are then irrevocably on deposit in the Principal and Interest Account, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the issuer to levy and collect the foregoing tax levy. The Issuer and its officers will comply with all present and future applicable laws in order to assure that the Levied Taxes may be levied, extended, collected and deposited into such Principal and Interest Account, all as provided herein. Levied Taxes when received by or on behalf of the Issuer shall be directly deposited into the Principal and Interest Account.

**Section 9. Filing with County Clerk.** Promptly, as soon as this ordinance becomes effective and prior to issuance of any Bonds, a copy of this ordinance, certified by the Issuer's County Clerk, shall be filed with the County Clerk of The County of Champaign, Illinois; and such County Clerk shall in and for each of the years 2010 through 202\_, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each such year and in such County; and such County Clerk shall extend the same for collection on the tax books in connection with any other taxes that may be levied in each such year in and by the Issuer for general corporate purposes of the Issuer; and in each such year such annual tax shall be levied and collected by and for and on behalf of the Issuer in like manner as provided by law for the levy and collection of taxes for general corporate purposes for each such year, without limit as to either rate or amount, and in addition to and in excess of all other taxes.

**Section 10. Special Accounts.** There are hereby created and established certain special accounts of the Issuer, which are trust funds established for the purpose of carrying out the covenants, terms and conditions imposed upon the Issuer by this ordinance.

The Levied Taxes are to be paid to the County Treasurer or other appropriate financial officer who collects or receives the Levied Taxes. Whenever the County Treasurer or such officer receives any of the Levied Taxes, he or she shall promptly deposit the same into the appropriate account or accounts under this ordinance and shall be used by the Issuer solely and only for the purpose of carrying out the terms and conditions of this ordinance and shall be deposited as hereinafter provided to separate accounts hereby created to be known as the "**Principal and Interest Account (2010)**" (the "**Principal and Interest Account**") and the "**Rebate Account**".

(a) **The Principal and Interest Account.** The County Treasurer or other appropriate financial officer shall first credit to and upon receipt shall immediately deposit into the Principal and Interest Account all funds allocated and pledged by the Corporate Authorities to pay debt service on the Bonds and receipts of any Levied Taxes extended and collected for such purpose. Such funds and Levied Taxes shall be immediately credited in full to the Principal and Interest Account. Moneys to the credit of the Principal and Interest Account shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds, as the same become due upon maturity, redemption or due date.

There is hereby created and established the "**Pledged Account**" as a separate account within the Principal and Interest Account. The Issuer from time to time may direct the

funding of the Pledged Account from available funds for the purpose of abatement of taxes as provided in Section 8(a) of this ordinance.

(b) **The Rebate Account.** There is hereby created a separate and special account to be known as the “**Rebate Account,**” into which there shall be deposited as necessary investment earnings in the Principal and Interest Account and/or the Bond Proceeds Fund to the extent required so as to maintain the tax exempt status of interest on Bonds. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) under Section 148(f) of the Code shall be payable from the Rebate Account. In a similar manner, Yield Reduction Payments (and other required payments) shall be determined and, as applicable, paid.

(c) **Investments.** The moneys on deposit in the Bond Proceeds Fund and the accounts and subaccounts in (a) and (b) above may be invested from time to time in Qualified Investments. Any such investments may be sold from time to time by the Issuer as moneys may be needed for the purposes for which the Bond Proceeds Fund and such accounts have been created. In addition, the County Treasurer or other appropriate financial officer shall sell such investments when necessary to remedy any deficiency in the Bond Proceeds Fund or such accounts and subaccounts created in (a) and (b) above. Any earnings or losses on such investments shall first be attributed to the applicable subaccounts of the Principal and Interest Account so long as the balance in such Account is less than the debt service requirements thereof. Investments shall be valued by the Issuer at least annually at the lower of cost or market.

(d) **Yield Reduction Payments.** Unless the Issuer shall have requested and received an approving written opinion of Bond Counsel to the contrary, moneys on deposit or credited to the Pledged Account shall be restricted as to yield to the yield on the Bonds, subject to “**yield reduction payments,**” as applicable, under Section 1.148-5(e) of the Income Tax Regulations, which the Issuer shall determine and, as applicable, pay in the same manner as arbitrage rebate under (a) above.

**Section 11. General Covenants.** The Issuer covenants and agrees with the registered owners of the Bonds, that so long as any Bonds remain outstanding and unpaid:

(a) The Issuer will punctually pay or cause to be paid the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements hereof.

(b) The Issuer will pay and discharge, or cause to be paid and discharged any and all lawful claims which, if unpaid, might become a lien or charge upon the funds pledged to pay debt service on the Bonds, including the Levied Taxes, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein contained shall require the Issuer to make any such payment so long as the Issuer in good faith shall contest the validity of such claims.

(c) The Issuer will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to funds pledged to pay debt service on the Bonds, including the Levied Taxes. Such books of record and accounts shall at all times during business hours of the Issuer be subject to the inspection of the registered owners of not less than ten per cent (10%) (or such lesser percentage as may be required by applicable law) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

(d) The Issuer will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, including without limitation the right at all times to receive and apply the funds pledged to pay debt service on the Bonds, including the Levied Taxes, in the manner, at the time and with the effect contemplated by this ordinance, with respect to which, among other things, the Issuer covenants to strictly comply with all requirements of the Act in connection therewith and herewith, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of the Bonds by the Issuer, the Bonds shall be incontestable by the Issuer.

(e) The Issuer will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this ordinance, and for the better assuring and confirming unto the registered owners and beneficial owners of the Bonds, the Paying Agent and Bond Registrar and Escrow Account of the rights and benefits provided in this ordinance.

(f) As long as any Bonds are Outstanding, the Issuer will continue to deposit the funds pledged to pay debt service on the Bonds, including the Levied Taxes, to the appropriate accounts and subaccounts as herein provided. The Issuer covenants and agrees with the registered owners thereof that so long as any Bonds remain outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to collect and apply the Levied Taxes in accordance with this ordinance. The Issuer and its officers will comply with the Act and with all present and future applicable laws in order to assure that such taxes may be collected as provided herein and deposited into the Principal and Interest Account and applied in accordance with this ordinance.

(g) The Issuer will timely and fully comply with all requirements of applicable law, including particularly filing, all reporting and other requirements, to maintain its right to receive Levied Taxes.

(h) After their issuance, the Bonds shall be incontestable by the Issuer, to the extent lawful.

**Section 12. Sale of the Bonds.** The Bonds hereby authorized shall be sold and executed as in this ordinance provided as soon after the passage hereof as may be, and the proceeds from such sale, to the extent not directly applied to pay for the refunding of the Prior

Bonds by funding the Escrow Account, an Insurer's Policy, or other costs of issuance of the Bonds at the time the Bonds are issued, which application by the Underwriter upon presentation of statements therefor is expressly authorized, with a credit against the purchase price for the Bonds, shall thereupon be deposited with the Chairman of the County Board or County Treasurer or County Administrator of the Issuer, and be by the Chairman of the County Board or the County Treasurer or County administrator delivered to or at the direction of the Underwriter in accordance with the terms and provisions of the Bond Purchase Agreement, upon receipt of the purchase price therefor, the same being the purchase price set forth in the Bond Purchase Agreement (plus accrued interest, if any, to date of delivery), with credits, if any, against the purchase price under the Bond Purchase Agreement, including with respect to funding the Escrow Account and direct payment of issuance costs. The Official Statement, the Bond Purchase Agreement, the Escrow Agreement and the Disclosure Agreement are in all respects ratified, approved and confirmed, it being hereby found and determined that such Bond Purchase Agreement, Escrow Agreement and Disclosure Agreement are in the best interests of the Issuer and that no person holding an office of the Issuer either by election or appointment, is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Bond Purchase Agreement.

The issuance, sale and delivery of the Bonds shall be accompanied by an executed Disclosure Agreement, the Escrow Agreement and the supporting documentation required by the Bond Purchase Agreement, including as follows: (1) a certified copy of this ordinance; (2) a written direction from the Chairman of the County Board to the Bond Registrar to authenticate and deliver Bonds; (3) with respect to the initial issuance, sale and delivery of any Bonds the approving opinion of Evans, Froehlich, Beth & Chamley, Champaign, Illinois (including other nationally recognized bond counsel, "**Bond Counsel**"), that such Bonds have been validly issued and constitute general obligations of and binding against the Issuer according to their terms and as to the tax-exempt status thereof; (4) the purchase price for the Bonds; and (5) such other and further showings and instruments as the Issuer, Bond Counsel approving the Bonds or the Underwriter shall reasonably require.

The Issuer hereby authorizes and approves the Official Statement to be used in the offering and sale of the Bonds. The Issuer hereby deems the Official Statement to be final as of the date of this ordinance, as provided in and subject to appropriate supplements under Rule 15c2-12 of the Securities and Exchange Commission. The Issuer will cooperate with the Underwriter in connection with the compliance by the Underwriter with requirements of such Rule 15c2-12 and applicable rules of the Municipal Securities Rulemaking Board.

**Section 13. Use of Bond Proceeds.** The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest, if any, received by the Issuer upon the sale of the Bonds and capitalized interest, if any, following the delivery of the Bonds, shall be remitted for deposit in the Principal and Interest Account and shall be used to pay first interest coming due on the Bonds. The Issuer shall provide such other funds, as applicable, for deposit into the Escrow Account under the Escrow Agreement.

(b) The Issuer shall then allocate from Bond proceeds, and other available funds, in excess of the requirements in (a) above, a sum necessary (i) to fund the Escrow Account for refunding the Prior Bonds and (ii) for expenses incurred in the issuance of the Bonds, which shall be deposited in the Project Account as herein provided and disbursed for such issuance costs, which disbursements are hereby expressly authorized.

(c) Remaining funds, if any, net of amounts directly applied at closing to pay issuance costs or to fund the Escrow Account, shall be set aside in a separate fund hereby created and designated as the "Bond Proceeds Fund (2010)" (the "**Bond Proceeds Fund**" within which there shall be a "**Refunding Account**", as applicable, to refund the Prior Bonds in the event the Escrow Account is not immediately funded and a "**Project Account**" to pay Project related costs and applicable issuance costs not otherwise paid or provided for, which the Issuer shall maintain as a separate and segregated account and subaccount. Although it is expected that the Escrow Account, and not the Refunding Account will be funded upon issuance of the Bonds, any excess proceeds in the Refunding Account shall be transferred to the Project Account. Money in the Project Account shall be withdrawn from time to time as needed for the payment of Project and issuance expenses in (b) above for which funds were insufficient and for other authorized costs under applicable law, and paying the fees and expenses incidental thereto, as approved by a written opinion of Bond Counsel, and such money shall be disbursed by the Issuer from time to time for corporate purposes only upon submission to the County Treasurer or Finance Director or other appropriate financial officer of the following (provided that no such submissions shall be required for funding the Escrow Account or to pay issuance costs under Section 12):

(i) If such disbursement is for payment to a supplier, materialman, or contractor for work done in connection with Project costs, documentation as is acceptable to the Chairman of the County Board with respect to similar work and projects and, at the Chairman of the County Board's direction, and not otherwise, a certificate executed by the engineer or architect in charge of the Project stating the amount of materials supplied or the nature of the work completed, that such materials have been properly accepted or such work approved by such engineer or architect, the amount due and payable thereon, and the amount remaining to be paid in connection with such costs accompanied, as appropriate, by contractors, affidavits and mechanics' lien waivers; and

(ii) A duplicate copy of a payment direction signed by the Chairman of the County Board or another appropriate officer of the Issuer, stating specifically the purpose for the authorized payment.

After funding the Escrow Account to refund Prior Bonds and within sixty (60) days after full depletion of the Project Account or payment of all related costs, as herein referred to, and as heretofore approved by the Corporate Authorities, the Chairman of the County Board or County Administrator shall certify to the Corporate Authorities the fact of such depletion or an engineer or architect in responsible charge of the expenditures shall certify to the Corporate

Authorities the fact that the work has been completed according to approved plans and specifications, as applicable, and upon approval of such certification by the Corporate Authorities, funds (if any) remaining in the Bond Proceeds Fund shall be credited by the County Treasurer or other appropriate financial officer to the Principal and Interest Account, and, as applicable, the Project Account and the Refunding Account shall be closed.

Funds on deposit in the Project Account may be invested by the County Treasurer or other appropriate financial officer in Qualified Investments, subject to applicable investment yield restrictions. All investment earnings in the Project Account shall first be credited to the Rebate Account (including for Yield Reduction Payments) as necessary to maintain the tax-exempt status of the Bonds and next shall be credited to the Project Account.

**Section 14. Arbitrage.** The Corporate Authorities certify and covenant with the registered owners of the Bonds from time to time outstanding, that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account or subaccount in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be “private activity bonds”, “arbitrage bonds” or “hedge bonds” under Sections 141, 148 and 149(g) of the Code and any lawful regulations promulgated or proposed thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

**Section 15. Certain Investments.** The Corporate Authorities reserve the right, however, to make any investment of such moneys permitted by Illinois law and this ordinance, if, when and to the extent that Section 148 of the Code or applicable Income Tax Regulations shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in a written opinion of Bond Counsel of recognized competence in such matters, result in making the interest on any of the Bonds subject to federal income taxation. The Corporate Authorities further reserve the right to apply any applicable arbitrage rebate exception, with respect to which the Chairman of the County Board is authorized to make applicable elections and otherwise act.

**Section 16. Refunding Bonds.** Refunding obligations issued to refund, whether at or in advance of maturity, Bonds issued under this ordinance, may be issued by the Corporate Authorities hereunder, and, upon such issuance, shall be “Bonds” as defined hereunder, subject to the limitations hereof.

**Section 17. Payment and Discharge.** Bonds may be discharged, payment provided for, and the Issuer’s liability terminated, in whole or in part, as follows:

(a) **Discharge of Indebtedness.** If (i) the Issuer shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest to become due



thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Bond Registrar and Paying Agent shall have been paid, and (iii) the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Issuer shall pay or cause to be paid to the registered owners of all outstanding Bonds of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this ordinance, and all covenants, agreements and obligations of the Issuer to the registered owners of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) **Provision for Payment.** Bonds for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Paying Agent (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid within the meaning of this ordinance and no longer outstanding under this ordinance; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this ordinance or arrangements satisfactory to the Bond Registrar (including Certified Public Accountant verifications and opinions of Bond Counsel) shall have been made for the giving thereof. Government Securities shall be considered sufficient only if such investments are not redeemable prior to maturity at the option of the issuer thereof and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Bonds without rendering the interest on any Bonds taxable under the Code. The Issuer may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) **Termination of Issuer's Liability.** Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Paying Agent or another appropriate escrow agent of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the Issuer in respect of such Bond or Bonds shall cease, determine and be completely discharged and the registered owners thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Government Securities deposited as herein described for their payment.

**Section 18. Ordinance a Contract.** The provisions of this ordinance shall constitute a contract between the Issuer and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

**Section 19. Amendment.** The rights and obligations of the Issuer and of the registered owners of outstanding Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the Corporate Authorities with the written consent of the

registered owners of not less than two-thirds (2/3rds) of the principal amount of all outstanding Bonds (excluding any of such Bonds owned by or under the control of the Issuer) of the series of Bonds affected by any such supplemental ordinance, other than amendments not prejudicial to the rights of the registered owners of the Bonds (which may be conclusively determined by receipt of an approving opinion of Bond Counsel); provided, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or permit the creation of a preference or priority, other than as herein provided, of any outstanding Bond or outstanding Bonds over any other outstanding Bond or outstanding Bonds, or otherwise alter or impair the obligation of the Issuer to pay from any pledged funds and Levied Taxes the principal of and interest on any of the outstanding Bonds at the time, place, rate, and in the currency provided herein, or alter or impair the obligations of the Issuer with respect to registration, transfer, exchange or notice or redemption of Bonds, without the written consent of the registered owners of all the outstanding Bonds affected; nor shall such modification or amendment reduce the percentage of the registered owners of outstanding Bonds required for the written consent of such modification or amendment without the written consent of the registered owners of all of the outstanding Bonds.

**Section 20. Partial Invalidity.** If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

**Section 21. Registered Form.** The Issuer recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

**Section 22. Bond Registrar and Paying Agent.** The Bond Registrar shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor registered owner. If requested by a Bond Registrar and/or Paying Agent, the Chairman of the County Board or County Administrator or County Treasurer or County Clerk of the Issuer are authorized to execute the Bond Registrar's and/or Paying Agent's standard form of agreement between the Issuer and the Bond Registrar and/or Paying Agent with respect to the obligations and duties of the Bond Registrar and/or Paying Agent hereunder, which may include the following (in any event (a) - (f) below shall apply to the Bond Registrar and Paying Agent):

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of registered owners of Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to the extent lawful to keep such list confidential;

(c) to give notices of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The County Clerk is hereby directed to file a certified copy of this ordinance with the Bond Registrar and Paying Agent. In any event (a) - (f) above shall apply to the Bond Registrar and the Paying Agent.

**Section 23. Prior Inconsistent Proceedings.** All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

**Section 24. Immunity of Officers and Employees.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this ordinance contained against any past, present or future Chairman of the County Board or other officer, board member, employee or agent of the Issuer, or of any successor public corporation, as such, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, council members, aldermen or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this ordinance and the issuance of the Bonds.

**Section 25. Not Private Activity Bonds.** None of the Bonds to be tax-exempt is a “private activity bond” as defined in Section 141(a) of the Code. In support of such conclusion, the Issuer certifies, represents and covenants as follows:

(a) No direct or indirect payments in violation of Section 141 of the Code are to be made on any Bond with respect to any private business use by any person other than a state or local governmental unit or private security or payment.

(b) None of the proceeds of the Bonds is to be used, directly or indirectly, in violation of Section 141 of the Code to make or finance loans to persons other than a state or local governmental unit.

**Section 26. Arbitrage Rebate.** The Issuer recognizes that the provisions of Section 148 of the Code require a rebate to the United States in certain circumstances. Exemptions, in whole or in part, to such rebate requirements appear at Sections 148(f)(4)(D) and 148(f)(4)(C) of the Code and Section 1.148-7(d) of the Income Tax Regulations concerning the small issuer, six-month, two-year and eighteen-month spending exceptions and may apply to this issue. In this connection, the Issuer covenants, represents and certifies as follows:

(a) The Issuer is a local governmental unit with general taxing powers.

(b) No Bond in this issue is a “**private activity bond**” as defined in Section 141(a) of the Code.

(c) All the net proceeds of the Bonds are to be used for the local government activities of the Issuer described in this ordinance (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer). There are no “**subordinate entities**” to the Issuer.

(d) The aggregate face amount of all tax-exempt bonds (other than private activity bonds as defined in the Code) issued by the Issuer (and all subordinate entities thereof) during the calendar year in which the Bonds are issued is reasonably expected to exceed \$5,000,000 within the meaning of Section 148(f)(4)(D) of the Code.

(e) The Issuer shall execute and deliver an arbitrage regulation agreement related to this Section 26.

**Section 27. Certain Tax Covenants.** The Issuer agrees to comply with all provisions of the Code which, if not complied with by the Issuer, would cause interest on the Bonds not to be tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Issuer agrees: (a) through its officers, to make such further specific covenants, representations as shall be true, correct and complete, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel approving the Bonds; (c) to consult with such Bond Counsel and to comply with such advice as may be given; (d) to pay to the United States, if necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance; (g) to execute, deliver and perform the Bond Purchase Agreement, Escrow Agreement and the Disclosure Agreement; (h) to certify abatement of taxes levied to pay Bonds or the Prior Bonds; (i) to cause the refunding of the Prior Bonds; and (j) to fund the payment of issuance costs.

One purpose of this Section 27 is to set forth various facts regarding the Bonds and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Bonds and the use of Bond proceeds. The certifications and representations made herein and at the time of the issuance of the Bonds are intended, and may be relied upon, as certifications and expectations described in Section 1.148-O *et seq.* of the Income Tax Regulations dealing with arbitrage and rebate (the “**Regulations**”). The covenants and agreements contained herein and to be made at the time of the issuance of the Bonds are made for the benefit of the registered owners from time to time of the Bonds. The Corporate Authorities and the Issuer agree, certify, covenant and represent as follows:

(a) The Bonds are being issued to finance the refunding of the Prior Bonds, and to pay certain costs of issuance of the Bonds, and all of the amounts received upon the sale of the Bonds, plus all investment earnings thereon (the “**Proceeds**”) are needed for the purposes for which the Bonds are being issued.

(b) Proceeds of the Bonds will be applied as described above in Section 2.

(c) The Issuer has on hand no funds which could legally and practically be used for refunding of the Prior Bonds which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used as herein provided, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Bonds is being issued solely for the purpose of investing Proceeds at a Yield higher than the Yield on the Bonds. For purposes of this Section 27, “**Yield**” or “**yield**” means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to the purchase price of the obligation, including accrued interest. The “**purchase price**” of the Bonds is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the county of underwriters or wholesalers).

(d) All principal proceeds of the Bonds, not directly applied to finance the refunding of applicable Prior Bonds or issuance costs, will be deposited in the Bond Proceeds Fund and used to pay Project costs and costs of issuance of the Bonds, and any accrued interest and premium received on the delivery of the Bonds will be deposited in an applicable subaccount of the Principal and Interest Account and used to pay the first interest due on the Bonds. Earnings on investment of moneys in any fund or account or subaccount will be credited to that fund or account. Issuance costs of the Bonds, will be paid from the Bond Proceeds Fund, and no other moneys are expected to be deposited therein. Interest on and principal of the Bonds will be paid from the Principal and Interest Account. Except as provided in the Escrow Agreement proceeds will not be used for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

(e) The Principal and Interest Account is established to achieve a proper matching of revenues and earnings with debt service in each Bond Year (i.e., each annual January 2 – January 1 period). Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that any moneys deposited in the Principal and Interest Account will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Principal and Interest Account will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that the Principal and Interest Account, except the Pledged Account, will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in the Principal and Interest Account or (ii) in the aggregate one-twelfth (1/12th) of the annual debt service on the Bonds. Any excess over such amount shall be credited to the Pledged Account.

(f) Other than the Principal and Interest Account and the Pledged Account, no funds or accounts or subaccounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purposes. Except for Proceeds applied to pay the costs of a Policy, no property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(g) (i) All amounts on deposit in the Bond Proceeds Fund or the Principal and Interest Account and all Proceeds, in the applicable accounts or subaccounts deposited ("**Gross Proceeds**") for the Bonds, to the extent not exempted in (ii) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Bonds which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (f) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Bonds plus, for amounts, if any, in the Project Account for a Project, after the three-year temporary period, only, 1/8 of 1%.

(ii) The following, which shall not apply to the Refunding Deposit, may be invested without Yield restriction:

(A) amounts invested in obligations described in Section 103(a) of the Code (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes ("**Tax-Exempt Obligations**");

(B) amounts deposited in the Principal and Interest Account that are reasonably expected to be expended within 13 months from the deposit date and have not been on deposit therein for more than 13 months;

(C) an amount not to exceed 5% (but not to exceed \$100,000) of Bond proceeds;

(D) all amounts for the first 30 days after they become Gross Proceeds (i.e., the date of deposit in any fund or account securing the Bonds); and

(E) all amounts derived from the investment of the Proceeds for a period of one year from the date received.

(h) Subject to (q) below, once moneys are subject to the Yield limits of (g)(i) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(i) This subsection (i) incorporates the provisions of Section 10(b) concerning arbitrage rebate.

(j) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(k) The payment of the principal of or the interest on the Bonds will not in violation of Section 141 of the Code, directly or indirectly, be (A) secured by any interest in (i) property used or to be used for a private business use by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit.

(l) None of the Proceeds will be used, directly or indirectly, to make or finance or refinance loans to persons other than a state or local governmental unit.

(m) No user of any Prior Project other than a state or local government unit will use such Prior Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user thereof as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(n) Beginning on the 15th day prior to the Bond sale date, the Issuer has not sold or delivered, and will not sell or deliver, (nor will it deliver within 15 days after the date of issuance of the Bonds) any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have

substantially the same claim to be paid out of substantially the same source of funds) as the Bonds or will be paid directly or indirectly from Proceeds.

(o) No portion of the Prior Project is expected to be sold or otherwise disposed of prior to the last maturity of the Bonds.

(p) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under the Regulations.

(q) The Yield restrictions contained in (g) above or any other restriction or covenant contained herein need not be observed and may be changed if the Issuer receives an opinion of Bond Counsel to the effect that such non-observance or change will not adversely affect the tax-exempt status of interest on the Bonds to which the Bonds otherwise are entitled.

(r) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(s) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Bonds to be hedge bonds, arbitrage bonds or private activity bonds within the meaning of Sections 149(g), 148 or 141 of the Code. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

**Section 28. Qualified Tax-Exempt Obligations.** The Issuer recognizes the provisions of Section 265(b)(3) of the Code which provide that a “**qualified tax-exempt obligation**” as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Issuer hereby designates the Bonds under Section 265(b)(3) of the Code as “**qualified tax-exempt obligations**” as provided therein to the extent each such Bond is tax-exempt under Section 103 of the Code.

(a) The Issuer acknowledges that a “**qualified tax exempt obligation**” means a bond which is not a “**private activity bond**” as defined in Section 141(a) of the Code.

(b) The Issuer represents that including the Bonds, the Issuer (including any entities subordinate thereto) does not reasonably expect to issue in excess of \$30,000,000 in 2010 in “**qualified tax-exempt obligations**” (other than non-501(c)(3) “**private**”



**activity bonds**") (as such terms are defined in the Code) during the calendar year of issuance of the Bonds.

In determining whether the Bonds are "**qualified tax-exempt obligations**" certain obligations are not taken into account in aggregating the \$30,000,000 limit of the present small issuer exception under Section 265(b)(3) of the Code, including under Section 265(b)(3)(C)(III):

(III) an obligation issued to refund (other than to advance refund within the meaning of section 149(d)(5)) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation.

**Section 29. Policy of Insurer.** An Insurer's Commitment with respect to the Policy and the terms and provisions of the Policy are to be incorporated into this ordinance by reference, including without limitation that any investment restrictions and limitations in the Commitment and related to the Policy shall be deemed to be applicable restrictions and limitations on the Qualified Investments and the investments authorized by this ordinance. The Issuer's standard package of documents shall be appended to this ordinance as operative provisions of this ordinance by reference, provided that any failure to so append shall not abrogate, diminish or impair the effects thereof. In the event there is no Policy, the reference herein to an Insurer or a Policy shall be given no effect.

**Section 30. Instruments of Further Assurance.** The Official Statement is approved and is hereby authorized to be used by the Underwriter in the placement and sale of the Bonds. The Bond Purchase Agreement, the Escrow Account and the Disclosure Agreement, in substantially the forms presented before the meeting of the Corporate Authorities at which this ordinance is adopted, with such changes therein as the officers of the Issuer executing them shall approve, which approval shall constitute the approval of the Corporate Authorities, shall be and are hereby authorized and approved for execution, delivery and performance. The Issuer covenants that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such ordinances and other actions supplemental hereto, and such further acts, agreements, instruments and transfers as may be reasonably required for the call of the refunded Prior Bonds and the funding of the Escrow Account, the abatement of certain taxes levied to pay the Prior Bonds and the better assuring, transferring, conveying, pledging, assigning and confirming unto the registered owners of the Bonds its interest in the funds pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds and the application of Bond proceeds, all as herein provided. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or any other person, become and be subject to the lien of this ordinance as fully and completely as though specifically described herein, but nothing contained in this Section 30 shall be deemed to modify or change the obligations of the Issuer under this Section 30. The Chairman of the County Board and/or County Administrator and/or County Treasurer or other appropriate officer of the Issuer is authorized to certify to the County Clerk the abatement of the taxes (in part) in connection with the Prior Bonds.

**Section 31. Effective Date.** Pursuant to home rule power and authority, this ordinance shall be in full force and effect immediately upon its adoption and approval.

Adopted this \_\_\_\_ day of November, 2010, upon motion by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, by the roll call vote, as follows:

AYES (names): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS (names): \_\_\_\_\_

ABSENT (names): \_\_\_\_\_

Approved: November \_\_, 2010

Attest:

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

(SEAL)

\_\_\_\_\_  
County Clerk, as *ex officio* clerk to the County  
Board, The County of Champaign, Illinois

STATE OF ILLINOIS )  
 ) SS  
THE COUNTY OF CHAMPAIGN ) SS

**CERTIFICATION OF ORDINANCE**

I, Mark Shelden, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the "Issuer"), and as such official I am the keeper of the records and files of the Issuer and of the Issuer's County Board (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the regular meeting of the Issuer's Corporate Authorities held on October 4, 2010, insofar as same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF CHAMPAIGN, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010B, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS,**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the Corporate Authorities and approved by the Chairman of the County Board on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was called at a specified time and place convenient to the public, that the agenda for the meeting was duly posted at the Brookens Administrative Center at least 48 hours prior to the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Counties Code, as amended, and that the Corporate Authorities have complied with all of the provisions of such open meeting laws and Counties Code and with their procedural rules in the adoption of such ordinance.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and seal of the County of O'Fallon, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2010.

(SEAL)

\_\_\_\_\_  
County Clerk