

# CHAMPAIGN COUNTY BOARD COMMITTEE OF THE WHOLE

Justice & Social Services/Policy, Personnel, & Appointments/Finance Agenda County of Champaign, Urbana, Illinois Tuesday, October 9, 2012 – 6:00 p.m.

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

# I. <u>Call To Order</u>

- II. <u>Roll Call</u>
- III. <u>Approval of Minutes</u> A. Committee of the Whole Minutes – September 11, 2012 (*to be distributed*)
- IV. Approval of Agenda/Addenda
- V. <u>Public Participation</u>
- VI. <u>Communications</u>

# VII. Justice & Social Services:

- A. <u>Agency Presentation Animal Control</u>
- B. <u>Monthly Reports</u> All reports are available on each department's webpage through the department reports page at: <u>http://www.co.champaign.il.us/COUNTYBD/deptrpts.htm</u>
  - 1. Animal Control August 2012
  - 2. Emergency Management Agency August 2012
  - 3. Head Start August 2012, September 2012, and October 2012
  - 4. Probation & Court Services August 2012
  - 5. Public Defender August 2012
- C. Other Business
- D. Chair's Report
- E. Designation of Items to be Placed on the County Board Consent Agenda

# VIII. Policy, Personnel, & Appointments:

- A. <u>Appointments/Reappointments</u>
  - 1. Letter of Resignation from the Local Foods Policy Council Lisa Meid Hamelberg (for 1 Information Only)
  - 2. Letter of Resignation from the Local Foods Policy Council Sarah Riddle (*for Information* 2 *Only*)
  - 3. Local Foods Policy Council 1 Unexpired Term Ending 5/31/2014 3-4 Applicant:
    - Maya Bauer

# B. County Clerk

1. September 2012 Report

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I uge	-			
	C.		unty Administrator	
			Administrative Services Monthly Report – September 2012	6-8
		2.	Recommendation for FY2013 Insurance Program – Property, Liability, Worker's	9-12
			Compensation	
	D	Oth	er Business	
	υ.		County Board Rules Changes (previously presented in September)	13-30
	E.	<u>Cha</u>	ir's Report	
	F.	Des	ignation of Items to be Placed on the County Board Consent Agenda	
IX.	F	inan	<u>ce</u> :	
	A	. <u>Tr</u>	easurer	
		1.	Monthly Reports –September 2012- Reports are available on the Treasurer's webpage at	
			http://www.co.champaign.il.us/TREAS/reports.htm	
	B	Aı	<u>iditor</u>	
	D		Monthly Report– September 2012	31-38
		1.	Montally Report September 2012	51 50
	С	. <u>Bu</u>	dget Amendments/Transfers	
		1.	Budget Transfer #12-00014	39
			Fund/Dept: 080 General Corporate-071 Public Properties	
			Total Amount: \$60,000	
			Reason: Transfer Needed to Pay for Upcoming Projects in the Brookens Building –	
			Money is available Due to Several Open Positions Throughout This Year	
		2	Budget Amendment #12-00056	40
		2.	Fund/Dept: 613 Court's Automation Fund-030 Circuit Clerk	40
			Increased Appropriations: \$2,295	
			Increased Revenue: \$2,295	
			Reason: Pursuant to an Agreement by the Justice System's Governing Board, it was	
			Agreed that the Position of JANO Project Manager would be Eligible for Health	
			Insurance and that this would be Paid out of the Probation Service Fund. This	
			Completes the Transfer from that Fund into Automation Fund to Pay for that Insurance.	
		3.	Budget Amendment #12-00057	41
			Fund/Dept: 675 Victim Advocacy Grant-Illinois Criminal Justice Information	
			Authority-041 States Attorney	
			Increased Appropriations: \$173	
			Increased Revenue: None: from Fund Balance	
			Reason: Increase in Revenue of \$173 for Victim Advocacy Program Director Being	
			Approved to work an Additional 7.5 Hours in January 2012. The Hours of the Victim	
			Advocacy Program Director Have Been Reduced To 30 Hours a Week.	
		4.	Budget Amendment #12-00058	42
			Fund/Dept: 080 General Corporate-042 Coroner	
			Increased Appropriations: \$2,387	
			Increased Revenue: \$2,387	

	5.	Budget Amendment #12-00059 Fund/Dept: 850 G.I.S. Joint Venture-623G.I.S. –Odd Years Increased Appropriations: \$16,000 Increased Revenue: None: from Fund Balance Reason: The GIS Consortium Move Out of the RPC Requires Purchase of Office Furniture for Staff, Which is an Additional Expense in FY2012. The Funding for Furniture Comes From the GIS Consortium Fund Balance, Which Information has Been Provided to and Acknowledged by the GIS Policy Committee	43
D.		eriff Approval of New World Systems Maintenance Contract	44-48
E.		<u>Director</u> Request for Waiver of Hiring Freeze	49
F.	<u>Co</u> 1. 2. 3. 4. 5. 6.	unty Administrator General Corporate Fund FY2012 Budget Projection Report General Corporate Fund Budget Change Report Recommendation for Amendment to Staffing Budget Request for Waiver of Hiring Freeze Approval of JANO Systems Maintenance Agreement FY2013 Budget Update	50-52 53 54-55 56-57 58-68

- G. Other Business
- H. Chair's Report

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

# X. <u>Other Business:</u>

A. Approval of September 11, 2012 Committee of the Whole Closed Session Minutes

XI. <u>Adjourn</u>

# FROM THE DESK OF LISA MEID HAMELBERG

LISA@SURFACE51.COM

August 22, 2012

Tod Satterthwaite Chair, Local Foods Policy Council Champaign County Board Office Brookens Administration Center 1776 E Washington Street Urbana IL 61802

Dear Tod,

It is with regret that I am writing to inform you of my decision to resign my position on the Local Foods Policy Council, effective immediately.

It has become clear to me in our short time meeting as a council that a number of familial and professional conflicts of interest are likely to continue to arise, and I feel it's best for me to make room for someone who can more freely support proposed statements of policy by the Council. Planned and current developments by a family business, as well as current SURFACE 51 client relationships, prevent me from comfortably doing so.

I, of course, remain a staunch proponent of local foods and the idea of a governmental unit to shape policy friendly to all aspects of production and distribution of same. I hope that the council will consider me an ally and a resource in any future public outreach efforts and would welcome involvement at another level.

Sincerely yours,

Lisa Meid Hamelberg

# **Ranae Wolken**

Subject:

FW: This week's meeting

From: Tod Satterthwaite [todsatterthwaite@gmail.com] Sent: Wednesday, August 22, 2012 8:33 AM To: Pius Weibel Subject: Fwd: This week's meeting

Pius,

Here is Sarah's resignation email and my response to her.

Tod

-------Forwarded message ------From: **Tod Satterthwaite** <<u>todsatterthwaite@gmail.com</u>> Date: Fri, Aug 17, 2012 at 12:36 PM Subject: Re: This week's meeting To: Sarah Riddle <<u>skeeter.cgfc@gmail.com</u>>

Hi Sarah,

Thanks for letting me know about the date of your last meeting. As far as your replacement is concerned, my understanding is that the County Board Chair, Pius Weibel, will make the appointment. I don't know what process he will use to fill the vacancy, he may be able to go ahead and appoint Maya, but he may well have to open the position up to qualified applicants from throughout the County.

I'll let him know about the vacancy and about Maya's willingness to serve.

Thanks, Tod

On Fri, Aug 17, 2012 at 11:18 AM, Sarah Riddle <<u>skeeter.cgfc@gmail.com</u>> wrote: Tod,

This next meeting will be the last that I will be able to attend. If it still works for the council and the county, I have a person from the coop that can step into my seat. Her name is Maya Bauer and she is the Education Coordinator here at the coop. My thought was to have her attend this upcoming meeting and begin to get a feel for the work we are doing. I have also created a binder for her with all of our agendas, minutes, and resources. Let me know what you think. Thanks!

Skeeter

Skeeter Riddle Produce Manager Common Ground Food Coop

### CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM

### PLEASE TYPE OR PRINT IN BLACK INK

ADDRESS: 300 S. BROADWAY AND	E SUITE ING LARASIN	4 11	61801
Street	City	State	Zip Code
EMAIL: COMMON GROUND + OUTRETH	H & GMHIL. PHONE:	217-2	239-8117
Check Box to Have Email Address			
NAME OF APPOINTMENT BODY OR BOARD	D: LOCAL FOOD	S POLIC	y COUNCIL
BEGINNING DATE OF TERM: PRESENT	END	ING DATE:	MARCH 201
The Champaign County Board appreciates your in your background and philosophies will assist the complete the following questions by typing or CONSIDERED FOR APPOINTMENT, OR REAP SIGN THIS APPLICATION.	e County Board in establ r legibly printing your PPOINTMENT, A CAND	ishing your o response. I IDATE MUS	ualifications. Pleas N ORDER TO BI T COMPLETE ANI
<ol> <li>What experience and background do you have w reappointment?</li> </ol>	vhich you believe qualifies	you for this a	ppointment/
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TO MY KNOWLEDGE THE LOCAL FOODS POLICY COUNCEL

HAS NO PROPERTY HOLDINGS NOR MATVAGEMENT, DOES NOT EMPLOY STAPE

LEVY TAX, NOR LOLLERT PEES.

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?
Ye	s 🕅 No 🔲 If no, please explain:
_	
The	facts set forth in my application for appointment are true and complete. I understand this application is

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 

8.29.2012 Date



Gordy Hulten Champaign County Clerk Champaign County, Illinois

1776 East Washington Street Urbana, IL 61802 Email: <u>mail@champaigncountyclerk.com</u> Website: <u>www.champaigncountyclerk.com</u>

Vital Records:	(217)384-3720
Elections:	(217)384-3724
Fax:	(217)384-1241 -
TTY:	(217)384-8601

# COUNTY CLERK MONTHLY REPORT SEPTEMBER 2012

Liquor Licenses & Permits	-
Marriage License	2,625.00
Civil Union Licenses	100.00
Interests	17.28
State Reimbursements	<u>د</u>
Vital Clerk Fees	12,226.00
Tax Clerk Fees	2,617.29
Refunds of Overpayments	10.00
TOTAL	17,595.57
Additional Clerk Fees	1,790.00



# **CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES**

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE MANAGEMENT SERVICES

# **Deb Busey, County Administrator**

# ADMINISTRATIVE SERVICES – MONTHLY HR REPORT SEPTEMBER 2012

# VACANT POSITIONS LISTING

# VACANT POSITIONS LISTED ON DATA BASE SEPTEMBER, 2012

					REGULAR		-	FY 2012
			HOURLY	REG	ANNUAL	11	FY 2012	ANNUAL
FUND	DEPT	POSITION TITLE	RATE	HRS	SALARY	- II	HRS	SALARY
						11		
80	20	ACCOUNTING MANAGER	\$30.34	1950	\$59,163.00	Ϊ.	1965	\$59,618.10
80	30	CH DEP CIRCUIT CLERK	\$26.95	1950	\$52,552.50	1È.	1965	\$52,956.75
80	30	PT LEGAL CLERK	\$11.51	1040	\$11,970.40	ii.	1048	\$12,062.48
80	40	CLERK	\$11.51	1950	\$22,444.50	ĨÌ.	1965	\$22,617.15
80	71	CUSTODIAN	\$10.61	1950	\$20,689.50	Î	1965	\$20,848.65
80	71	SKILLED TRADES	\$17.66	2080	\$36,732.80	ii.	2096	\$37,015.36
80	140	DEP SHRFCORR	\$18.48	2080	\$38,438.40	Π.	2096	\$38,734.08
80	140	DEP SHRF-CORR	\$18.48	2080	\$38,438.40	ü	2096	\$38,734.08
80	140	DEP SHRFCORR	\$18.48	2080	\$38,438.40	ii.	2096	\$38,734.08
80	140	PT MCO	\$11.51	1040	\$11,970.40	Ïİ.	1048	\$12,062.48
		TOTAL	\$175.53		\$330,838.30	 		\$333,383.21

# UNEMPLOYMENT REPORT

Notice of claims received - 9 total	Employer Protests Filed - 3
5-Nursing Home	3-Nursing Home
2 – State's Attorney	
2 – Head Start	
Benefit Determinations	Administrative Law Judge Decision
8 - Nursing Home benefits denied	1 - Nursing Home benefits denied
	1 - BOR benefits approved

<u>Appeal of denial by Claimant</u> 2 – Nursing Home Telephone hearing scheduled

2 - Nursing Home

(217) 384-3776

WWW.CO.CHAMPAIGN.IL.US

# PAYROLL REPORT

#### SEPTEMBER PAYROLL INFORMATION

	9	/7/2012	9/21/2012		
-	EE's		EE's		
Pay Group	Paid	Total Payroll \$\$	Paid	Total Payroll \$\$	
General Corp	504	\$846,589.36	501	\$860,026.14	
Nursing Home	212	\$244,250.46	226	\$265,364.43	
RPC/Head Start	203	\$248,929.38	205	\$257,565.39	
Total	919	\$1,339,769.20	932	\$1,382,955.96	

# HEALTH INSURANCE/BENEFITS REPORT

September, 2012 Total Number of Employee Enrolled: 708 General County Union: Single: 252; Family 88; Waiver 46 Nursing Home Union: Single: 64; Family 6; Waiver 18 Non-bargaining employees: Single: 140; Family 59; Waiver 35 Life Insurance Premium paid by County: \$1,814.67 Health Insurance Premium paid by County: \$313,287.94 Health Reimbursement Account Contribution paid by County: \$12,729.00

#### TURNOVER REPORT

Turnover is the rate at which an employer gains and looses employees. To get the best picture for turnover the calculations are based on rolling year averages.

General CountySeptember 2012:8.24%September 2012:1 of 572 Employees left Champaign County

#### WORKERS' COMPENSATION REPORT

Entire County Report	September 2012
New Claims	11
Closed Claims	11
Open Claims	33

<u>EEO REPORT</u> Information provided based on EEO Tracking forms submitted by Applicant. Figures are for General County only.

September EEO Report - General County Only	Legal Secretary - State's Attorney	SEPTEMBER - TOTALS
Total Applicants Applied	19	19
Male	1	1
Female	18	18
Undisclosed	0	0
Caucasian	12	12
African-American	5	5
Asian or Pacific Islander	0	0
Hispanic	0	0
Native American or Alaskan Native	0	0
Two of more races	2	2
Undisclosed	0	0
Veteran Status	2	2
Disability	0	0

# ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT

Agendas Posted	11	Meetings Staffed	7	Minutes Posted	10
Appointments Posted	55	Notification of Appointment		Contracts Posted	1
Calendars Posted	5	Resolutions Prepared	23	Ordinances Prepared	2



# **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: Carol Ammons, Deputy Chair-Policy, Personnel & Appointments and MEMBERS of the CHAMPAIGN COUNTY BOARD

FROM: Deb Busey, County Administrator Molly Rollings, Dimond Bros Insurance Agency Debbie Mennenga, Insurance Specialist

DATE: October 1, 2012

RE: FY2013 RENEWAL of INSURANCE POLICIES – Property, Liability & Worker's Compensation

Working through the County's Broker – Dimond Brothers Insurance Agency – the County has received renewal proposals for the County's liability and worker's compensation FY2013 insurance coverage from the following companies: Cincinnati Insurance Company; Chartis; Capitol Indemnity; and Illinois Counties Risk Management Trust (ICRMT). Detailed information regarding the policies purchased is attached for your review.

The premium proposals received include the following for the period from December 1, 2012 – November 30, 2013:

- 1. Property/inland marine/boiler and machinery coverage provided by Cincinnati Insurance Company in the amount of \$143,114; (reflects an increase of \$7,315 or 5.39% over the FY2012 premium rate of \$135,799)
- 2. Liability coverage for Champaign County provided by ICRMT in the amount of \$498,260; (reflects an increase of \$20,131 or 4.21% over the FY2012 premium rate of \$478,129)
- 3. Pollution Legal Liability coverage for the Champaign County Nursing Home provided by Chartis in the amount of \$17,927; (reflects a \$0/0% increase over the FY2012 premium of \$17,927)
- 4. Student Accidental Death & Dismemberment coverage for the Champaign County Head Start Program provided by Capitol Indemnity in the amount of \$876; (*reflects a \$0/0% increase over the FY2012 rate of \$876*)
- 5. Worker's Compensation coverage for Champaign County provided by ICRMT in the amount of \$175,965 (reflects a \$7,555 decrease or -4.12% decrease over the FY2012 rate of \$183,520.)

 Primary Flood coverage through NFIP/Selective as required by federal law for properties located in flood plain. The following properties will be covered by this coverage: 101 E. Main, 204 E. Main and 108 S. Webber. Premium amount of \$10,693.

The total \$846,835 cost of all premiums reflects a \$30,584 or 3.75% increase over the total FY2012 rate of \$816,251.

#### **RECOMMENDED ACTION:**

Policy, Personnel & Appointments recommends to the County Board approval of insurance coverage for liability and worker's compensation for FY2013 from December 1, 2012 – November 30, 2013 through plans and premiums provided as follows:

- 1. Property/inland marine/boiler and machinery coverage provided by Cincinnati Insurance company in the amount of \$143,114;
- 2. Liability coverage for Champaign County provided by ICRMT in the amount of \$498,260;
- 3. Pollution Legal Liability coverage for the Champaign County Nursing Home provided by Chartis in the amount of \$17,927;
- 4. Student Accidental Death & Dismemberment coverage for the Champaign County Head Start program provided by Capitol Indemnity in the amount of \$876;
- 5. Worker's Compensation coverage for Champaign County provided ICRMT in the amount of \$175,965.
- 6. Primary Flood coverage through NFIB/Selective for the following county properties: 101 E. Main, 204 E. Main, 108 S. Webber, in the amount of \$10,693.

Thank you for your consideration of this recommendation. We will be present at your meeting on October 9, 2012 if you have additional questions or concerns.

Attachments

# PREMIUM SUMMARY

Line of Business	Ехр	iring Premium 2012	Ren	ewal Premium 2013	% Change
ICRMT		LVIL	NE STATUS	2013	170 change
Crime	\$	9,722	\$	9,893	1.76%
Automobile Liability	\$	36,159	\$	37,785	4.50%
Auto Physical Damage (Highway)	\$	3,387	\$	190	-94.39%
Auto Physical Damage (EMA)	\$	385	\$	14	-96.36%
General Liability (Nursing Home)	\$	85,848	\$	85,317	-0.62%
Errors & Omissions	\$	50,329	\$	64,683	28.52%
General Liability (County)	\$	81,426	\$	83,539	2.59%
Law Enforcement Liability	\$	44,143	\$	56,853	28.79%
Excess Liability (County)	\$	131,730	\$	124,966	-5.13%
Excess Liability (Nursing Home)	\$	35,000	\$	35,020	0.06%
Total ICRMT		- 478,129	\$	498,260	4.21%
Workers Compensation	\$	- 183,520	\$	- 175,965	-4.12%
Payroll		35,179,250	\$	35,245,356	0.19%
Cincinnati					
Property (County)	\$	68,863	\$	73,875	7.28%
Property (Nursing Home)	\$	20,442	\$	21,200	3.71%
Inland Marine	\$	39,702	\$	39,931	0.58%
Boiler & Machinery	\$	6,792	\$	8,108	19.38%
Total Cincinnati	\$	- 135,799	\$	- 143,114	5.39%
NFIP/Selective - Primary Flood Insurance				南省北东大学	
101 E Main	\$		\$	4,380	
204 E Main	\$		\$	4,380	
108 S Webber	\$		\$	1,933	
Total NFIP/Selective	\$	-	\$	- 10,693	
Capitol Indemnity	149 E.				
Student AD&D	\$	~ 876	\$	- 876	0.00%
Chartis					
Pollution Legal Liability	\$	17,927	\$	~ 17,927	0.00%
Total Premium 2012	\$	816,251	\$	846,835	3.75%

#### **CHANGES IN COVERAGE:**

- 1. Flood coverage, when on a primary basis and in a hazardous flood zone, must now be purchased through a NFIP (National Flood Insurance Program) approved carrier for Primary Coverage. This has changed Cincinnati's coverage to excess coverage over the three noted locations in the policy. These locations will be covered by NFIP approved carrier Selective Insurance (A/XII) for the maximum amount the NFIP will sell \$500,000. Cincinnati's coverage will then be excess over this amount up to \$5,000,000.
- 2. Underinsured and Uninsured Motorist's Coverage has been removed from the policy, as this coverage may actually open exposure to the county up to the \$250,000 SIR. If any County employees are injured in an accident while driving for a work purpose, workers compensation provides coverage for their injuries, not UM/UIM. If an employee was injured having the coverage may actually offer them an opportunity to come back against the County to collect extra, which would include the \$250,000 SIR. We feel this exposure is better removed to provide the correct protection for the County.

C. Pius Weibel Chair \*mail: 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

# MEMORANDUM

# TO: Carol Ammons, Deputy Chair-Policy, Personnel & Appointments and MEMBERS of the CHAMPAIGN COUNTY BOARD

FROM: Christopher Alix and James Quisenberry

DATE: September 5, 2012

# RE: Proposed Changes to County Board Rules

The attached changes to the County Board rules represent an attempt to address board member concerns about the function of the Committee of the Whole, while still using the COW in areas where all Board Members should be involved. The changes maintain the committee workload of board members, and the corresponding per diem costs, at 3 meetings per month. By reinstating some standing committees, the changes align the work of those committees with the corresponding department heads, helping to focus those areas which are more operational in nature. They maintain involvement of the full board in work concerning policy and finances. The changes are designed for use by the 22 member body that will start business in December of this year.

The new structure would reinstate standing committees for the areas who have a dedicated department head: Facilities, Environment & Land Use, and Highway. Each board member would be assigned to one of these committees and each committee would have a Committee Chair and Assistant Committee Chair. The new structure would maintain the Committee of the Whole model for the other areas: Finance, Justice & Social Services, and Policy & Personnel. All board members would be a member of the Committee of the Whole and each area would continue to have a Deputy Chair and Assistant Deputy Chair.

Each member of the board would continue to attend three meetings per month: their standing committee assignment, the COW meeting, and the full County Board meeting. The resulting structure would look like this:

COW - 27 members Facilities - 7 members Environment & Land Use - 7 members Highway - 8 members

The leadership structure would include:

County Board Chair County Board Vice Chair Deputy Chair Finance Assistant Deputy Chair Finance Deputy Chair Justice & Social Services Assistant Deputy Chair Justice & Social Services Deputy Chair Policy & Personnel Assistant Deputy Chair Policy & Personnel Committee Chair Facilities Assistant Chair Facilities Committee Chair Environment & Land Use Assistant Chair Environment & Land Use Committee Chair Highway Assistant Chair Highway

Please feel free to contact either of us with questions or concerns. We look forward to a discussion regarding this issue at the September 11<sup>th</sup> Policy, Personnel & Appointments Committee of the Whole Meeting.

Attachment

#### Memorandum

To: Champaign County Board, County Administrator Deb Busey

From: County Board Chair C. Pius Weibel

Date: September 20, 2012

RE: A Proposed Change in the County Board Rules

- 1. Add the following line to Rule 12.F.3.
  - i)

Items which require Board action with a time period that does not allow the item to be presented at either a committee or COW meeting of the Board.

# 9/4/2012 DRAFT

# **RESOLUTION NO. X**

# A RESOLUTION THAT SUPERSEDES RESOLUTION NO. 7143 ON ESTABLISHMENT OF ORGANIZATION, DUTIES, RULES, POLICIES, AND PROCEDURES OF THE CHAMPAIGN COUNTY BOARD

#### Adopted by the Champaign County Board on X, 2012

WHEREAS, The Champaign County Board by Resolution No. 7143, which superseded Resolution Numbers 4070, 743, 993, 1107, 3416, 3864 established the organization, duties, rules, policies and procedures of the Champaign County Board; and

WHEREAS, The Champaign County Board has determined that Resolution 7143 requires further revision;

**NOW, THEREFORE, BE IT RESOLVED** by the Champaign County Board that the following rules shall govern the organization, duties, rules, policies and procedures of the Champaign County Board, except as otherwise required by law, and shall supersede all previous resolutions concerning the same matters adopted by the Champaign County Board.

#### **Organization and Duties of the County Board**

# 1. County Board

The governing body of Champaign County, Illinois, as legally constituted, shall be known as the Champaign County Board (hereinafter "Board"). The number of members of the Board, number of County Board Districts and number of members representing each district shall be determined by the Board, effective on or before July 1, 2001 and every ten years thereafter, as required by statute. Every member of the County Board shall be a member of the Committee of the Whole.

# 2. Biennial Organizational Meeting

Unless otherwise required by law, the Board shall hold an organizational meeting on the first Monday in December of each even numbered year, being the first meeting in the month following the month in which Board members are elected. Said meeting shall be chaired by the Board Chair, if still a member of the Board, otherwise by the Board Vice-Chair, if still a member of the Board. If neither the Board Chair nor Vice-Chair are then members of the Board, the meeting shall be chaired by a temporary Board Chair, selected by majority vote of the members present. At that meeting, the Board, by majority vote of the members present, shall first select from among its members a Board Chair, who shall preside over the remainder of the meeting. The Board shall next select from among its members a Vice Chair, by majority vote of the members present. The Board Chair shall then appoint, subject to the advice and consent of majority of the members present, Deputy and Assistant Chairs for each Area of Responsibility assigned to the Committee of the Whole, and Chairs, Assistant Chairs and members of each standing committee.

### 3. Board Chair

The Board shall be presided over by a Board Chair who shall be selected by the Board from among its members at the Organizational Meeting, for a term of two years. The term of the Chair shall commence upon selection by the Board and extend so long as the Board Chair remains a member of the Board or until a successor is selected by the Board at the next Organizational Meeting. In the event of the death, resignation, or extended disability of the Board Chair, the Board shall elect a successor as soon as practicable at a lawfully noticed and constituted meeting by a majority vote of the members present.

# 4. Vice-Chair

A Vice Chair, who shall be selected by the Board from its membership at the Organizational Meeting, for a term of two years, shall assume the duties of the Board Chair in the event of the absence of the Chair. In the event of the death, resignation, or extended disability of the Chair, the Vice Chair shall serve as Board Chair until the election of a new Board Chair by the Board. In the event of the death, resignation or extended disability of the Vice Chair, the Board shall elect a successor as soon as practicable at a lawfully noticed and constituted meeting by a majority vote of the members present.

# 5. Duties of County Board Chair

- A. The County Board Chair shall preside at all meetings of the Board and meetings of Committee of the Whole.
- B. The County Board Chair shall appoint the deputy and assistant deputy for each area of County Board responsibility assigned to the Committee of the Whole, and the Chair, Assistant Chair and members of each standing committee, subject to the advice and consent of the Board, and after receiving the advice of the respective party caucuses. To the greatest extent possible, appointments made by the County Board Chair shall reflect the expressed will of the party caucuses.
- C. Subject to the advice and consent of the Board, and after receiving the advice of the respective party caucuses, the County Board Chair may establish special committees and appoint their members, Chair and Vice Chair and fix the duration of their existence. To the greatest extent possible, such appointments by the County Board Chair shall reflect the expressed will of the party caucuses. Such special committees shall be dissolved upon the completion of a session of the Board, unless reappointed by the County Board Chair with the advice and consent of the Board.
- D. All standing committees, special committees and subcommittees shall be composed of members of each of the political parties represented on the Board, in approximate proportion to those parties' representation on the Board. Each member of the County Board shall be appointed to one standing committee.
- E. The County Board Chair is an ex-officio member (non-voting unless assigned to the relevant committee) of all standing committees, special committees and subcommittees.

- F. The County Board Chair shall be responsible for the proper and timely implementation of the resolutions, ordinances, and policies of the Board, and shall act in concert with the County Administrator to enforce the ordinances, orders, resolutions, and policies of the Board relevant to the operations of the Champaign County government.
- G. The County Board Chair shall be the Board liaison with the County Administrator.
- H. The County Board Chair shall timely perform all duties set forth herein or otherwise imposed by action of the Board or by law.
- I. The County Board Chair, in accordance with statute, shall, whenever a vacancy occurs, give notice of the vacancy to the County Central Committee of each political party within the County within three (3) days of the occurrence of the vacancy, and appoint a successor to that office who shall be of the same political party as that to which the holder of that office belonged when elected. Such appointments shall be subject to the approval of the Board. To the extent practical, such appointments shall be made within sixty (60) calendar days, unless otherwise required by law.
- J. The County Board Chair shall direct that a weekly calendar be prepared indicating the date and place of all meetings of the Board and special committees. This calendar shall be distributed weekly, in advance, to all Board members, all news media which have filed an annual request under the Illinois Open Meetings Act, and to any citizen of the County who provides a written request. This calendar shall also be posted, in advance, in the lobbies of the Champaign County Courthouse and the Brookens Administrative Center.
- K. The County Board Chair, in cooperation with the Deputy Chairs for areas of responsibility assigned to the Committee of the Whole, the Chairs of the standing committees, the County Administrator, and the Administrative Services Department, shall be responsible for developing the agenda for each meeting. The County Board Chair shall designate a portion of the regular monthly County Board Meeting agenda as the Consent Agenda. Items included in the Consent Agenda shall be items that the County Board Chair believes will be unanimously adopted without discussion. Motions to go into closed session may not be included in the Consent Agenda.

# 6. <u>Rules</u>

- A. The business of the Board, Committee of the Whole, standing committees, and special committees or subcommittees shall be conducted in conformity with these Rules.
- B. Except otherwise required by these Rules or by statute, the conduct of all meetings of the Board, Committee of the Whole, and special committees or subcommittees shall be governed by Roberts Rules of Order Newly Revised.
- C. For the purpose of these Rules, a Session of the Board shall be for the two year period commencing with the biennial organizational meeting.
- D. Every item listed on a County Board, Committee of the Whole, standing committee, or special or subcommittee agenda is considered to be an item subject to action unless it is listed as DISCUSSION or INFORMATION ONLY on the agenda.
- E. Whenever there is a tie vote on a main motion in standing committee, special committee, subcommittee or Committee of the Whole, the matter is reported to the County Board for action as "without recommendation" out of special committee, subcommittee or Committee of the Whole. The Chair, or upon a motion approved by the body, may

request a straw poll (conducted by a show of hands) on an issue, without a binding vote, which will also be reported to the County Board for action "without recommendation" from the special committee or Committee of the Whole.

F. All meetings of the Board and the Committee of the Whole, standing committees, special committees, and subcommittees shall be held in compliance with the terms of the Illinois Open Meetings Act.

# 7. Parliamentarian

- A. The County Board Chair may designate a Parliamentarian, who may be a member of the Board, or may rely on the advice of the State's Attorney's Office.
- B. The Parliamentarian, if any, shall advise the Chair or Deputy Chair on any Rule when called upon to do so by the Chair.

# 8. Rule Changes

Written notice of any proposed change(s) to these Rules *is* to be presented to the Committee of the Whole at least fourteen (14) days prior to any consideration of such changes.

# 9. Suspension of Rules

Any Rule, except Rule 8 (Rule Changes), this Rule 9, herein, may be suspended for a specific question by a majority vote of the Board or Committee of the Whole members present, except as otherwise required by law.

# 10. Quorum

- A. A majority of the members of the Board, i.e. twelve (12), shall constitute a quorum for the purpose of the transaction of business by the Board, or Committee of the Whole.
- B. A majority of the number of the members appointed to a standing committee, special committee or subcommittee shall constitute a quorum of that committee.
- C. No business shall be conducted in the absence of a quorum.
- D. If, at any time during any meeting of the Board, Committee of the Whole, or any standing committee, special committee or subcommittee, the number of members of the Board, Committee of the Whole, or standing or special or subcommittee present falls below that constituting a quorum, that meeting shall cease and no further business be conducted until such time as a quorum is present.
- E. Any member of the Board or Committee of the Whole or standing or special or subcommittee then meeting may, at any time, suggest the Chair shall immediately order a roll call to determine the presence or absence of a quorum, unless it is obvious to the Chair that a quorum is present.

# 11. Appointive Position – Procedures

A. The Board Chair shall designate appointees to public boards, commissions and committees as required by statute or by action of the Board, subject to review and

recommendation of the Committee of the Whole, and further subject to the advice and consent of the Board.

- B. On or before February 1 of each year, the Board Chair shall direct the preparation and distribution of a list of appointments expiring during the next twelve (12) months. This list shall be distributed to all Board members, all affected public boards, commissions, and committees, and any news media which has filed an annual request to receive public notices under the Illinois Open Meetings Act. That list shall be made available for public inspection and copying.
- C. All persons desiring to be considered for appointment to any such appointive office shall make written application to the Board Chair. Forms for those applications shall be approved by the Board Chair, who shall direct that they be made available at a place of County business reasonably convenient to the public.
- D. All Board members, public officials, and members of the public are encouraged to make recommendations for appointive offices by encouraging the timely submission of the necessary application to the Board Chair.
- E. The Board Chair shall direct that a press release be issued as to any appointive position(s) to be filled, which shall state where application forms may be obtained and delivered when complete, the deadline by which applications must be received, and any special qualifications required of persons appointed to that office.
- F. To the extent practicable, the Board Chair shall personally interview all applicants for such offices.

# 12. County Board Meetings

- A. As required by statute, the Board shall meet during the months of June and September of each year. The Biennial Organizational Meeting shall take place on the first Monday of December of each even numbered year. Unless otherwise scheduled in accordance with these Rules, the Board shall hold regular meetings on the Thursday following the third Monday of each month, (which shall include the required June and September meetings).
- B. Regular meetings of the Board shall begin at 7:00 p.m. unless otherwise scheduled in accordance with these Rules. Committee of the Whole meetings of the Board shall begin at 6:00 p.m., unless otherwise scheduled in accordance with these Rules.
- C. A special meeting of the Board may be called, in accordance with 55 ILCS 5/2-1002, by written request of 1/3 of the membership of the Board, addressed to the Clerk of the Board (County Clerk) and specifying the time and place of the meeting. Upon receipt of such request, the Clerk shall immediately transmit written notice to each member of the Board and publish notice as required by law.
- D. Emergency meetings of the Board may be held only in accordance with Section 2.02 of the Illinois Open Meetings Act.
- E. Time for public participation shall be provided on the agenda for members of the public to be heard, on both the regular meeting of the County Board and Committee of the Whole meetings of the Board, and meetings of standing committees, as follows:
  - Any person wishing to address the Board shall be allotted not more than five (5) minutes to do so.

- Unless waived by majority vote of the Board members present, the total time allotted for public participation shall not exceed sixty (60) minutes.
- 3. Members of the public wishing to speak at other times on the agenda may do so only if recognized by the Chair or by majority vote of the Board or committee members present.
- No Board member shall be permitted to address the Board during the time reserved for public participation.
- Board members shall not engage in dialogue with members of the public during public participation.
- F. The Board Chair shall prepare an agenda for each meeting of the Board, which shall be sufficiently itemized to inform the Board and the public of the business to be considered by the Board. The following requirements shall apply to items to be considered by the Chair for placement on the Agenda:
  - Items proposed for consideration by the Board shall be submitted to Administrative Services on or before Noon on the Tuesday preceding the Board meeting.
  - 2. Any resolution or ordinance submitted shall be accompanied by a summary of its contents, unless it is so brief in nature that a summary is unnecessary.
  - 3. Only items first presented to Committee of the Whole or a standing committee or a special committee of the Board shall be placed on the agenda of the Board for action with the exception of:
    - a) Matters relating to pending litigation;
    - b) Correction of the form of matters previously presented to the Board;
    - Matters which the Board has, as a body, directed to be returned directly to the Board at a previous meeting;
    - d) Matters presented to the Board at its Biennial Organizational Meeting;
    - e) Collective bargaining and employment matters;
    - f) Purely procedural matters, such as scheduling meetings;
    - g) Announcements, and matters for consideration and not formal action; and
    - h) Emergency budget amendments.
- G. All meetings of the Board, Committee of the Whole, standing committees, special committees, subcommittees, and informal or incidental meetings of these bodies (including those which may occur during party caucuses) shall be held in compliance with the Illinois Open Meetings Act. All meetings of the Board that are subject to the Open Meetings Act (including those meetings which may occur during party caucuses), shall be preserved by a tape recording, which at the close of the meeting shall be placed in the custody of the County Clerk for the possibility of Further review, as may be required by law. County Board ,and Committee of the Whole and standing committee meeting minutes and proceedings will also be posted on the County's website.
- H. To the extent possible, seating of Board members shall be by district.

# 13. <u>Order of Business – County Board, Committee of the Whole, Standing Committee &</u> <u>Special Committee Meetings</u>

- A. The Chair shall call the meeting to order at the time scheduled for the meeting or as soon thereafter as it shall appear that a quorum is present.
- B. Prior to the conduct of any other business, the Chair shall direct that the roll be called if a quorum is present and, if so, the meeting shall immediately proceed according to the designated order of business.
- C. The Order of Business for each regular meeting of the Board shall be as follows:

Call to Order Roll Call Prayer and Pledge of Allegiance Read Notice of Meeting Approval of Agenda and Addendum Approval of the Consent Agenda Public Participation Communications Approval of Minutes of Previous Meeting(s) (if not approved as part of the Consent Agenda) Reports of Standing Committees Areas of Responsibility Reports Other Business New Business Adjournment

D. The order of business for meetings of Committee of the Whole shall include the following:

Call to Order Roll Call Approval of Minutes of Previous Meeting(s) Approval of Agenda/Addenda Public Participation Communications Areas of Responsibility Items: New Business Other Business Chair's Reports Adjournment

E. The order of business for meetings of standing committees, special committees and subcommittees shall include the following:

Call to Order Roll Call Approval of Minutes of Previous Meeting(s) Approval of Addendum Public Participation Communications Other Business New Business Adjournment

- F. All questions regarding the priority of business shall be decided by the Chair, subject to appeal to the Board or special committee or subcommittee.
- G. The Chair shall decide all questions of order and procedure, subject to appeal to the Board.
- H. Breaks or recesses shall be taken at the discretion and by declaration of the Chair.

# 14. Recognition of Members of the Board, Committee of the Whole, and Others

- A. Each member of the Board, shall have the privilege of the floor upon seeking and obtaining recognition by the Chair. In meetings of the Committee of the Whole, the County Board Chair shall designate who shall preside over all sections of the Agenda except for the specified areas of Deputy Chair responsibilities, where the relevant Deputy Chair shall preside.
- B. No member of the Board, Committee of the Whole, standing committee, special committee or subcommittee may speak twice on the same question until all members wishing to be heard have spoken, unless otherwise recognized by the Chair.
- C. The Chair shall determine the order in which members shall be recognized, however, special and subcommittee chairs or designees of the special or subcommittee reporting to the Board on behalf of their committee shall be heard first on those matters.
- D. No member who has the floor shall be interrupted except for the following:
  - 1. By a call to order by the Chair;
  - 2. By an objection to the introduction of the question;
  - 3. By a call for a point of order;
  - 4. A Question of Privilege;
  - 5. A Parliamentary inquiry.
- E. The appearance of elected and appointed officials of Champaign County and other persons requested to appear before the Board, Committee of the Whole, standing committee, special committee or subcommittee shall not be subject to the limitations regarding public participation and shall be recognized at the discretion of the Chair.

# 15. Motions, Resolutions, Ordinances, Voting and Roll Call - County Board Meetings

- A. Motions shall be stated by the mover. No motion shall be debated before it has received a second, except motions placed before the Board by vote or consensus of a committee.
- B. Except as herein specified or as required by Statute, all motions may be adopted by majority vote of the members present.
- C. Every member of the Board present shall be given the opportunity to vote on all questions. There shall be no "absentee" or "proxy" voting on any question.

- D. In a case where a member, except the County Board Chair, abstains, the member shall state the reason and the facts shall be noted in the minutes of the Board. If the County Board Chair abstains in a voice vote or to break a tie, the County Board Chair must state the reason for the abstention.
- E. The vote on all propositions to appropriate money, approve the annual budget and tax levy, issue bonds and fix salaries, shall be by roll call vote which shall be recorded in the minutes of the meeting.
- F. Transfers from one appropriation of any one fund to another of the same fund not affecting the total amount appropriated, and appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the Board by a two-thirds (2/3) vote of ALL the members constituting such Board (i.e. 18); the vote to be taken by ayes and nays and entered on the record of the meeting, as required by 55 ILCS 5/6-1003.
- G. A roll call vote shall be called on any question upon the demand of any two members. The Roll Call shall be in alphabetical order and shall be advanced one name each meeting, with the County Board Chair always voting last. This shall be recorded in the minutes.
- H. A motion before the Board may be withdrawn by the proposer with the consent of the second at any time prior to the adoption of an amendment to the motion or vote of the Board on the motion.
- I. Any Board member may request assistance in drafting resolutions and may receive assistance in preparation through the County Administrator or Administrative Services Department.
- J. Prior to approval of the Consent Agenda and upon the request of any County Board member, any item(s) in the Consent Agenda shall be removed and returned to the appropriate Area of Responsibility. Such a request does not require a reason, a second, or a vote. Items may not be added to the Consent Agenda during the meeting.
- K. The Consent Agenda shall be approved by roll call vote without debate or discussion.

#### 16. Areas of County Board Responsibilities Assigned to the Committee of the Whole

#### A. STRUCTURE OF AREAS OF RESPONSIBILITY

1. The following shall be the Areas of Responsibility of the Champaign County Board assigned to the Committee of the Whole:

Finance County Facilities Policy, Personnel, & Appointments Environment & Land Use Highway & Transportation Justice & Social Services

#### **B. MEETINGS OF COMMITTEE OF THE WHOLE**

 The schedule for regular monthly Committee of the Whole meetings during a two-year County Board session shall be approved by the County Board at its first meeting in December of each even-numbered year. Notices of all meetings shall be placed on the calendar of the Champaign County Board. Any changes of meeting dates and times must be submitted to the County Administrator in time to be placed on the weekly County Calendar, in strict compliance with the notice requirements of the Illinois Open Meetings Act.

- 2. All members present at a Committee of the Whole Meeting shall vote on all action items presented on that agenda.
- 3. The Committee of the Whole shall be scheduled as follows:
  - a) The first Committee of the Whole Meeting of each month shall be held on the Tuesday following the first Monday of the month and shall take up matters pertaining to County Facilities, Highway & Transportation, and Environment and Land Use. The chair of this meeting shall be determined by the County Board Chair, but shall be one of the Deputy Chairs with business before the Committee of the Whole that evening. The other Deputy Chairs will report out the business of their Area of Responsibility.
  - b) The second Committee of the Whole Meeting of each month shall be held on the Tuesday following the second Monday of the month and shall take up matters pertaining to Finance, Policy, Personnel, & Appointments, Justice & Social Services. The Chair of this meeting shall be determined by the County Board Chair, but shall be one of the Deputy Chairs with business before the Committee of the Whole that evening. The other Deputy Chairs will report out the business of their Area of Responsibility.
- Items acted on at the Committee of the Whole Meetings shall then be forwarded to the regularly scheduled monthly County Board Meeting, held on the Thursday following the third Monday of the month, for final County Board <u>approval</u> action.

# **D. DUTIES OF DEPUTY CHAIR**

- 1. The Deputy Chair may vote on all motions before the Committee of the Whole.
- The Deputy Chair, in cooperation with the County Board Chair and the County Administrator, and the appropriate department head, shall be responsible for developing the agenda for each meeting.
- 3. The Deputy Chair shall notify the Administrative Services Department of any changes in the time and date of all meetings.
- 4. The Deputy Chair shall notify the Administrative Services Department, in a timely manner, of any recommendations or actions requiring County Board action.
- The Deputy Chair, with the approval of the majority of the Board members, may designate a subcommittee of one or more members and a Subcommittee Chair to conduct specific duties.
- 6. In the absence of a Deputy Chair, the Assistant Deputy Chair shall serve in the Deputy Chair's stead.

#### E. AREAS OF RESPONSIBILITY: DUTIES AND ROLES

1. Finance

- a) Establishes process with County Administrator for annual budget preparation.
- b) Plans overall county long-range needs, including consideration of the County's information technology systems and infrastructure.
- c) Plans overall budget, in view of department proposal and County needs.
- d) Convenes a public hearing on the preliminary budget in compliance with legal requirements.
- e) Reviews departments' budgets and reports to the Board any recommendations necessary for the reasonable adherence to the budget.
- f) Prepares and submits final budget to the Board.
- g) Confers with the County Treasurer to determine the proper and legal investment and deposit of County funds.
- h) Approves transfer of funds on line item accounts as necessary.
- Evaluates distribution of funds and appropriation of expenditures within the County with the goal to achieve maximum efficiency and economy within the government structure.
- Receives periodic reports on status of employees' bargaining units: reviews collective bargaining contracts prior to expiration and recommends approval of negotiated tentative agreements to full County Board.
- k) Receives, reviews, and considers recommendation to the County Board from the Champaign County Salary Administrator regarding position classification, evaluation, salary administration and County staffing.
- 1) Reviews and recommends Champaign County Financial Policies annually.

#### County Facilities

- a) Reviews and approves construction and remodeling, maintenance and operation of County buildings, property and recreational land, in compliance with all federal and state requirements.
- b) Reviews topics involving acquisition, leasing and disposition of real property for the County.
- c) Establishes, plans, and approves long range goals and development of plans for County facilities.
- d) Provides overall supervision of matters relating to County facilities.

#### Environment & Land Use

- a) Works with the Regional Planning Commission and other units of government to meet the need for regional planning and zoning.
- b) Makes recommendations for guidance and control of the future economic development of the County.
- c) Drafts rules and regulations for subdivisions.
- d) Acts on approval of plats.
- e) Issues various licenses as established by the Board.
- f) Cable television oversights.
- g) Solid Waste oversights.
- h) Reviews and recommends policies and actions regarding all zoning and enforcement issues.

- 4. Highway & Transportation
  - a) Establishes and approves long range plans for County roads and highway construction.
  - b) Provides overall supervision of matters relating to County roads, bridges and rights of way.
  - c) Approves all highway construction plans.
  - d) Considers acquisition and disposition of County Highway equipment and materials.
- 5. Justice & Social Services
  - a) Considers issues and receives reports from the Champaign County Mental Health Board, Cooperative Extension Services Board, RPC Head Start, RPC Senior Services, Regional Office of Education, Children's Advocacy Center and Community Services Board.
  - b) Works with the County Sheriff on all matters pertaining to adult correctional programs and policies.
  - c) Confers with Circuit Judges on operation of courts and court related offices and agencies.
  - d) Considers programs and receives reports involving Courts, Circuit Clerk, State's Attorney, Public Defender, Court Services, Coroner, Animal Control and Emergency Management Agency departments.

# 6. Policy, Personnel, & Appointments

- Reviews and acts upon all appointments recommended by the County Board Chair.
- b) Develops, maintains and recommends County policies, in compliance with federal and state regulation.
- Accepts and reviews reports for County Administrator, County Board Chair and County Clerk.
- d) Receives bids and recommends award of contract for county-wide purchasing.
- e) Receives, reviews, and makes recommendations from subcommittees.
- f) Serves as final step for hearing process in grievance procedures as provided in Champaign County Personnel Policy.
- g) Responsible for reviewing and recommending positions on state and federal legislation impacting the County.
- h) Receives, reviews, and considers requests from department heads and recommendations from Champaign County Salary Administrator regarding position classification and evaluation, and forwards recommendations to Finance Committee of the Whole, and/or County Board, pursuant to the terms of the Champaign County Personnel Policy.

#### 17. Standing Committees

# A. Names and Sizes of Standing Committees

The following shall be the standing committees of the Champaign County Board and their respective sizes:

County Facilities Committee (7 members) Environment and Land Use Committee (7 members) Highway and Transportation Committee (8 members)

# **B.** Rules for Standing Committees

- Except as specifically provided for in this section, all rules and procedures set forth elsewhere in this Resolution (including but not limited to those related to notice of meetings, conduct of meetings, establishment of a quorum, provision for public participation and compliance with the Illinois Open Meetings Act) shall apply to standing committees.
- All standing committees shall hold a regular meeting once each month, to prior to the second Monday of the month. Standing committees shall set a regular meeting day and time. Notices of standing committee meetings shall be placed on the County Calendar.
- 3. <u>Standing committee meetings shall be presided over by the Chair of the standing committee, or in the absence of the Chair, the Assistant Chair of the standing committee, or in the absence of the Assistant Chair, by a member of the committee elected by a majority of the committee members present.</u>
- 4. <u>Items acted on at standing committee meetings shall be forwarded to the</u> regularly scheduled monthly County Board Meeting, held on the Thursday following the third Monday of the month, for final County Board action.

# C. Duties of Standing Committees

1. County Facilities Committee

a) Reviews and approves construction and remodeling, maintenance and operation of County buildings, property and recreational land, in compliance with all federal and state requirements.

b) Reviews topics involving acquisition, leasing and disposition of real property for the County.

- c) Establishes, plans, and approves long-range goals and development of plans for County facilities.
- d) Provides overall supervision of matters relating to County facilities.
- 2. Environment and Land Use Committee

a) Works with the Regional Planning Commission and other units of government to meet the need for regional planning and zoning.

b) Makes recommendations for guidance and control of the future economic development of the County.

- c) Drafts rules and regulations for subdivisions.
- d) Acts on approval of plats.
- e) Issues various licenses as established by the Board.
- f) Provides Cable television oversight.
- g) Provides Solid Waste oversight.
- h) Reviews and recommends policies and actions regarding all zoning and enforcement issues.
- 3. Highway and Transportation Committee
- a) Establishes and approves long range plans for County roads and highway construction.
- b) Provides overall supervision of matters relating to County roads, bridges and rights-of-way.
- c) Approves all highway construction plans.
- d) Considers acquisition and disposition of County Highway equipment and materials.

# 17. Per Diem

- A. Per diem payments shall be established by the County Board for each term of office and shall prevail throughout that term of office including any replacement Board members.
- B. Per diem shall be determined by the County Board biennially in advance of the election of new Board members.
- C. No more than one per diem shall apply on any given calendar day.
- D. The Chair of a special committee or subcommittee, by affixing his or her signature on the attendance sheet, certifies that those members signing the sheet were present and participating in at least the majority of such meeting.
- E. Board members shall be reimbursed for mileage for attendance at meetings and events approved on the basis of the rate established by the County Board. Mileage for a second meeting on any one day shall be chargeable.
- F. In the absence of a quorum at a duly called meeting, those members attending the called meeting shall be entitled to per diem and mileage.
- G. Champaign County Board members are to receive per diems for subcommittee or special committee meetings of which they are members on the same basis as they receive per diems for County Board meetings.

# 18. Effective Date

This Resolution shall become effective upon approval.

**PRESENTED, ADOPTED, APPROVED, AND RECORDED** This DAY day of MONTH, A.D. 2012.

C. Pius, Weibel, Chair Champaign County Board

# ATTEST:

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

#### CHAMPAIGN COUNTY

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#### AUDITOR'S REPORT TO COUNTY BOARD PERIOD ENDING 9/30/12

			FY2011				FY2012					
FUND	NAME	-BUDGET-	CURRENT	ACTUALS YEAR-TO	YTD	BEGINNING	BUDGET CURRENT	CHANGE	CURRENT	ACTUALS YEAR-TO	> YTD	
FOND	MAPLE	FINAL		DATE	8	(12/01/11)	(AS OF 9/30/12		MONTH	DATE	\$	
074	2003 NURS HM BOND DBT S	RV										
	REVENUE EXPENDITURE	6,232,737 6,200,768	561,094 0	6,228,809 6,089,431	100 98	1,471,363 1,625,258	1,471,363 1,625,258	0	507,652 0	1,398,813 1,624,673	95 100	
075	REGIONAL PLANNING COMM											
	REVENUE	15,287,304	560,732	11,032,025	72	12,721,628	12,848,843	127,215	545,902	8,847,032	69	
	EXPENDITURE	16,227,104	722,213	10,878,683	67	14,065,165	14,192,380	127,215	639,291	8,710,729	61	
076	TORT IMMUNITY TAX FUND											
	REVENUE	1,118,682	388,763	1,116,592	100	1,147,135	1,147,135	0	400,025	1,102,356	96	
	EXPENDITURE	1,502,000	521,747	1,444,791	96	1,495,040	1,577,040	82,000	61,976	847,701	54	

CHAMPAIGN COUNTY

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#### AUDITOR'S REPORT TO COUNTY BOARD PERIOD ENDING 9/30/12

		NAME	FY2011				FY2012						
					- ACTUALS>		<actuals< th=""></actuals<>						
FUND			FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	BEGINNING (12/01/11)	CURRENT (AS OF 9/30/12)	CHANGE	CURRENT MONTH	YEAR-TO DATE	YTD %	
080		GENERAL CORPORATE											
	010	COUNTY BOARD											
		REVENUE EXPENDITURE	336,968 271,833	136 20,759	310,456 268,806	92 99	313,750 290,151	313,750 304,151	0 14,000	49 19,659	227,970 231,989	73 76	
	013	DEBT SERVICE	12012	22.022	1000		121212 121212	222 272		10.000			
		REVENUE EXPENDITURE	710,688 403,261	33,602	403,209 401,526	57 100	708,708 401,437	708,708 401,437	0	33,586 0	370,826 353,471	52 88	
	016	ADMINISTRATIVE SERVICE	s										
		REVENUE EXPENDITURE	144,426 1,011,941	4,294 27,824	56,397 975,286	39 96	83,220 613,248	83,220 583,519	0 29,729-	2,394 23,986	41,012 501,218	49 86	
	017	COOPERATIVE EXTENSION	SRV			14							
		REVENUE EXPENDITURE	399,056 399,056	139,109 170,277	398,945 398,766	100	408,991 408,991	408,991 408,991	0	142,722 30,530	393,302 250,759	96 . 61	
	020	AUDITOR											
		REVENUE EXPENDITURE	111,504 326,688	3,900 28,375	157,207 324,871	141 99	102,600 336,757	102,628 337,630	28 873	3,872 26,929	6,500 294,185	6 87	
	021	BOARD OF REVIEW											
		REVENUE EXPENDITURE	0 122,317	8,170	0 121,320	99	0 117,567	0 115,667	0 1,900-	0 8,320	0 93,513	81	
	022	COUNTY CLERK											
		REVENUE EXPENDITURE	275,462 847,550	52,312 62,380	338,335 814,307	123 96	302,330 961,264	302,330 967,807	0 6,543	23,223 76,944	203,061 674,373	67 70	
	023	RECORDER				Sector Contact							
		REVENUE EXPENDITURE	1,484,928 916,331	122,940 154,079	1,522,730 909,236	103 99	1,425,703 864,951	2,175,703 1,436,641	750,000 571,690	193,679 42,363	1,530,707 972,068	70 68	
	025	SUPERVISOR OF ASSESSME											
		REVENUE EXPENDITURE	42,675 411,093	5,831 61,822	62,112 378,382	146 92	35,293 353,768	37,093 359,905	1,800 6,137	5,639 48,702	28,582 291,745	77 81	
	026	COUNTY TREASURER				10.15							
		REVENUE EXPENDITURE	764,950 253,367	36,799 18,394	707,053 252,902	92 100	713,100 258,101		0 1,985	25,153 17,547	225,550 206,087	32 79	
	028	INFORMATION TECHNOLOGY	c .										
		REVENUE EXPENDITURE	401,317	2,572 54,335	94,023 385,179	N.A. 96	107,586 803,111		0 41,864	4,472 42,280	11,941 632,570	11 75	
	030	CIRCUIT CLERK											
		REVENUE EXPENDITURE	2,112,645 1,114,804	158,938 80,529	1,968,722 1,090,988	93 98	2,024,500 1,091,741	2,024,500 1,095,557	0 3,816	160,107 76,667	1,383,066 824,185	68 75	
	031	CIRCUIT COURT											
		REVENUE EXPENDITURE	1,000 1,030,427	50 87,764	328 1,026,101	33 100	0 1,039,084	~	0 2,931	0 75,588	70 856,804	N.A. 82	
			and the second sec	Statistics in St.		and a second sec				Concernence (Charles)			

CHAMPAIGN COUNTY

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#### AUDITOR'S REPORT TO COUNTY BOARD PERIOD ENDING 9/30/12

				FY2011				FY2012						
			-BUDGET-		ACTUALS		<	BUDGET			ACTUALS	>		
FUND		NAME	FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	BEGINNING	CURRENT (AS OF 9/30/12	CHANGE	CURRENT MONTH	YEAR-TO DATE	YTD %		
080		GENERAL CORPORATE	(CONTINUED)											
(	032	JURY COMMISSION REVENUE EXPENDITURE	0 32,147	0 1,733	0 24,347	76	0 32,289	0 32,813	0 524	0 1,912	0 20,834	63		
	036	PUBLIC DEFENDER		27755		10	52,205	52,015	524	1,912	20,834	63		
		REVENUE EXPENDITURE	127,358 997,362	34,471 76,144	215,518 988,407	169 99	235,289 1,045,091	235,289 1,046,309	0 1,218	10,389 79,144	183,367 819,118	78 78		
	040	SHERIFF REVENUE	936,465	20,521	1 005 265	107	0.000	0.50 0.00						
		EXPENDITURE	4,510,219	303,403	1,005,365 4,376,712	107 97	964,300 4,449,876	968,200 4,707,298	3,900 257,422	81,463 322,145	935,583 3,452,764	97 73		
0	041	STATES ATTORNEY REVENUE	1,469,978	116,764	1,249,391	85	1,433,808	1,433,808	0	119,375	1,100,936	77		
	040	EXPENDITURE	2,060,516	145,913	2,041,115	99	2,085,798	2,126,211	40,413	152,115	1,672,753	79		
	042	CORONER REVENUE EXPENDITURE	42,726 500,197	6,531 59,802	46,354 499,190	108 100	51,250 460,412	58,300 469,613	7,050 9,201	8,230 42,444	53,212 373,918	91 80		
	043	EMERGENCY MANAGEMENT REVENUE	AGCY 51,548	0	157,791	306	50.000	60 6F1						
		EXPENDITURE	146,650	8,814	129,123	88	52,000 123,783	63,651 135,083	11,651 11,300	56,486 11,203	61,122 92,467	96 68		
30	051	JUVENILE DETENTION CE REVENUE EXPENDITURE	NTER 935,549 1,592,312	1,940 117,656	1,309,009 1,562,014	140 98	932,749 1,594,329	932,749 1,624,769	0 30,440	150 125,372	556,856 1,299,615	60 80		
2	052	COURT SERVICES - PROBA REVENUE			<b>5</b> 24 440						and a second second			
		EXPENDITURE	477,232 1,418,905	0 106,069	634,412 1,396,318	133 98	477,232 1,421,419	477,232 1,446,950	0 25,531	0 109,579	244,595 1,130,441	51 78		
	057	DEPUTY SHERIFF MERIT REVENUE EXPENDITURE	COMM 0 22,672	0 2,254	01 666	0.5	0	0	0	0	0			
	071	PUBLIC PROPERTIES	22,072	2,254	21,666	96	20,025	20,025	0	1,288	11,174	56		
		REVENUE EXPENDITURE	1,615,593 2,897,517	19,936 239,090	1,769,973 2,815,823	110 97	1,315,676	1,315,676 3,005,708	0 85,868	28,406 205,583	824,778 2,198,386	63 73		
	075	GENERAL COUNTY REVENUE EXPENDITURE	17,855,635 3,052,119	3,438,762 214,212	18,244,617	102 95	18,438,984		0	3,516,333	15,913,375	86		
	077	ZONING AND ENFORCEMEN		211,212	2,914,420	95	3,212,767	2,907,563	305,204-	204,918	2,308,041	79		
		REVENUE EXPENDITURE	59,025 346,153	2,752 25,348	56,643 296,127	96 86	170,700 336,077	170,700 336,077	0	6,955 22,397	190,114 258,030	111 77		
	124	REGIONAL OFFICE EDUCA REVENUE	TION	0	0		0	0	0	0	0			
		EXPENDITURE	209,062	33,211	199,267	95	213,214	213,214	o	33,885	135,540	64		

#### AUDITOR'S REPORT TO COUNTY BOARD PERIOD ENDING 9/30/12

				FY2	0 1 1			F	Y 2 0 1	2		
FUND		NAME	-BUDGET- FINAL	CURRENT MONTH	ACTUALS YEAR-TO DATE	YTD %	BEGINNING (12/01/11)	CURRENT (AS OF 9/30/12)	CHANGE	CURRENT MONTH	ACTUALS YEAR - TO DATE	YTD %
080		GENERAL CORPORATE	(CONTINUED)									
	127	VETERANS ASSISTNC COMMSSN REVENUE EXPENDITURE	0	0 0	0		0	0 7,400	0 7,400	0	0	
	130	CIRC CLK SUPPORT ENFORCE REVENUE EXPENDITURE	57,883 50,077	0 3,875	50,962 47,509	88 95	57,883 50,521	57,883 51,209	0 688	0 3,711	45,479 38,719	79 76
	140	CORRECTIONAL CENTER REVENUE EXPENDITURE	865,216 5,667,813	97,496 391,027	781,916 5,634,852	90 99	825,016 5,785,215	827,956 5,688,273	2,940 96,942-	70,588 438,772	547,356 4,396,397	66 77
	141	STS ATTY SUPPORT ENFORCE REVENUE EXPENDITURE	371,261 379,084	0 28,506	341,321 351,305	92 93	371,024 369,356	371,024 371,026	0 1,670	376 22,653	271,321 265,537	73 72
TOTA	Т	GENERAL CORPORATE REVENUE EXPENDITURE	31,249,771 31,392,790	0 28,506	31,882,790 30,645,865	102 98	31,551,692 31,660,183		777,369 687,739	4,493,647 2,266,636	25,350,681 24,656,701	78 76

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#### AUDITOR'S REPORT TO COUNTY BOARD PERIOD ENDING 9/30/12

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		<	FY2	0 1 1		<		FY201	2		
		-BUDGET-		ACTUALS			BUDGET			ACTUALS	>
FUND	NAME	FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	BEGINNING	CURRENT (AS OF 9/30/1	CHANGE	CURRENT MONTH	YEAR-TO DATE	YTD %
081	NURSING HOME										
1000	REVENUE EXPENDITURE	15,296,331 15,796,464	6,849,550 743,763	14,234,071 14,219,895	93 90	14,997,726 14,522,511		693,149 661,854	359,275 1,086,969	7,121,796 11,694,353	45 77
083	COUNTY HIGHWAY										
	REVENUE EXPENDITURE	2,771,924 2,891,102	822,588 249,934	2,476,351 2,818,844	89 98	2,647,044 2,645,862	2,647,044 2,645,862	0	726,589 133,565	2,601,811 1,729,208	98 65
084	COUNTY BRIDGE										
	REVENUE EXPENDITURE	1,058,646 1,031,000	345,200 119,464	1,132,453 458,330	107 44	1,067,174 1,066,000	1,067,174 1,066,000	0	347,345 124,188	986,602 579,499	92 54
085	COUNTY MOTOR FUEL TAX										
	REVENUE	2,721,643	173,096	2,846,127	105	2,827,876	2,827,876	0	231,224	1,604,038	57
	EXPENDITURE	3,775,404	101,430	3,466,038	92	2,827,205	2,827,205	0	48,061	746,451	26
088	ILL.MUNICIPAL RETIREMENT										
	REVENUE EXPENDITURE	4,883,414 4,884,984	1,150,798 308,104	4,711,298 4,646,775	96 95	4,839,122 4,820,774	4,839,122 4,820,774	0	1,216,404 327,563	4,141,757 3,482,490	86 72
089	COUNTY PUBLIC HEALTH FUN	D									
	REVENUE	1,304,310	323,031	1,285,544	99	1,317,053	1,317,053	0	353,666	1,249,015	95
	EXPENDITURE	1,304,310	334,869	1,291,485	99	1,316,561	1,379,459	62,898	104,612	911,625	66
090	MENTAL HEALTH										
	REVENUE EXPENDITURE	4,079,037 4,079,037	1,315,736 416,869	4,116,528 3,943,061	101 97	4,060,124 4,060,124	4,060,124 4,060,124	0	1,348,150 318,589	3,891,669 3,224,087	96 79
091	ANIMAL CONTROL										
	REVENUE	483,649	39,859	574,015	119	584,765	584,765	0	38,486	426,485	73
	EXPENDITURE	530,109	47,330	509,893	96	579,741	579,741	0	38,867	424,167	73
092	LAW LIBRARY										
	REVENUE	68,225	5,746	65,943	97	68,100	68,100	0	5,926	48,222	71
	EXPENDITURE	84,256	7,301	83,486	99	74,282	74,282	0	1,660	53,263	72
103	HWY FED AID MATCHING FUN					an and					
	REVENUE EXPENDITURE	8,323	2,968	8,453	102	7,303	7,303	0	2,931	8,373	115
	BATENDITORE	0	0	0		0	0	0	0	0	
104	EARLY CHILDHOOD FUND	a									
	REVENUE EXPENDITURE	7,279,475 7,275,125	667,170 594,206	6,999,175 6,425,494	96 88	7,859,795	7,859,795 7,779,740	0	453,357	5,287,814	67
	Int Ind Lote	1,213,123	334,200	0,425,494	00	1,113,140	1,119,140	U	454,109	5,248,634	67
105	CAPITAL ASSET REPLCMT FN					1 2122 2121		547			
	REVENUE EXPENDITURE	273,511 956,983	21 4,485	201,978 484,666	74 51	243,290 843,747	243,290 976,750	0 133,003	50	10,489	4
032222			-7100	101,000	51	045,747	570,750	133,003	0	210,960	22
106	PUBL SAFETY SALES TAX FN REVENUE	D 4,512,403	271 200	1 520 007	101						1000
	EXPENDITURE	4,211,132	371,399	4,538,937 3,930,362	101 93	4,508,507 4,428,826	4,508,507 4,658,826	230,000	372,055	3,536,291 4,014,592	78 86
107	GROOPADUIG THE OVER THE	NTADORA ATABASA		1997 - 1997 -	0.94					-1	
101	GEOGRAPHIC INF SYSTM FUN REVENUE	282,100	22,174	252,926	90	252,000	252,000	0	26,122	214,872	85
	EXPENDITURE	316,162	41,838	311,004	98	272,860	272,860	o	21,408	208,821	77
										1230-2257 01-2357 01-2	222

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# AUDITOR'S REPORT TO COUNTY BOARD PERIOD ENDING 9/30/12

			FY2					FY201	2		
FUND	NAME	-BUDGET- FINAL		ACTUALS YEAR-TO DATE		BEGINNING		CHANGE	CURRENT	ACTUALS YEAR-TO	YTD
			MONTH	DATE	6	(12/01/11)	(AS OF 9/30/1:	2)	MONTH	DATE	8
108	DEVLPMNTL DISABILITY FUND REVENUE EXPENDITURE	3,585,739 3,588,739	1,250,040 299,382	3,575,053 3,550,078	100 99	3,677,507 3,675,382	3,677,507 3,675,382	0 0	1,251,881 306,462	3,448,101 2,983,949	94 81
109	DELINQ PREVENTN GRNT FUND REVENUE EXPENDITURE	203,116 203,116	12 11,775	203,220 199,626	100 98	203,116 203,116	203,116 203,116	0	0	0 128,100	63
110	WORKFORCE DEVELOPMENT FND REVENUE EXPENDITURE	0 0	0	0		0	830,647 830,647	830,647 830,647	0	0 0	
188	SOCIAL SECURITY FUND REVENUE EXPENDITURE	2,770,393 2,766,542	574,955 194,732	2,573,369 2,596,306	93 94	2,778,005 2,774,005	2,778,005 2,774,005	0	641,270 204,326	2,332,696 2,075,572	84 75
303	COURT COMPLEX CONSTR FUND REVENUE EXPENDITURE	1,200	26 0	622 0	52	2,000 100,000	2,000 174,200	0 74,200	61 0	607 145,361	30 83
304	HIGHWAY FACILTY CONST FND REVENUE EXPENDITURE	0 0	4 0	89 0		450 0	450 0	0	11	104	23
305	202 ART BARTELL BLDG CNST REVENUE EXPENDITURE	2,200,200 2,200,000	13 19,568	2,004,881 1,541,819	91 70	250 472,816	250 472,816	0	14 1,424	281 373,783	112 79
350	HWY FACIL BOND DEBT SERV REVENUE EXPENDITURE	199,663 199,600	5	199,968 198,095	100 99	202,995 198,119	202,995 198,119	0	7 0	101,447 196,119	50 99
474	RPC USDA REVOLVING LOANS REVENUE EXPENDITURE	551,750 115,000	20 0	225 333		500,000 110,000	500,000 110,000	0	19 0	170 0	
475	RPC ECON DEVELOPMNT LOANS REVENUE EXPENDITURE	521,700 525,000	21,244 8,832	365,288 155,984	70 30	438,450 438,000	438,450 438,000	0	15,626 192,560	221,679 269,136	51 61
476	SELF-FUNDED INSURANCE REVENUE EXPENDITURE	1,955,373 1,890,762	764,344 126,659	2,038,360 1,429,723	104 76	2,137,800 1,912,613	2,172,980 1,947,793	35,180 35,180	100,734 27,944	986,153 1,009,609	45 52
610	WORKING CASH FUND REVENUE EXPENDITURE	1,700 1,700	25 0	383 383	23 23	400 400	400	0	32	299 0	75
611	COUNTY CLK SURCHARGE FUND REVENUE EXPENDITURE	12,000 12,000	1,014 1,014	9,348 9,348	78 78	8,500 8,500	8,500 8,500	0	1,101	7,579	89 76
612	SHERIFF DRUG FORFEITURES REVENUE EXPENDITURE	20,375 28,333	5 1,116	2,034 22,302	10 79	20,085 30,280	20,085 63,862	0 33,582	5,477 27,171	7,561 53,568	38 84

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#### AUDITOR'S REPORT TO COUNTY BOARD PERIOD ENDING 9/30/12

			F Y 2			2	F	Y 2 0 1	2		
		-BUDGET-		ACTUALS		<	BUDGET			ACTUALS	>
FUND	NAME	FINAL	CURRENT MONTH	YEAR-TO DATE	YTD   %	BEGINNING	CURRENT (AS OF 9/30/12)	CHANGE	CURRENT MONTH	YEAR-TO DATE	YTD %
613	COURT'S AUTOMATION FUND										
	REVENUE	289,399	19,790	256,168	89	250,250	250,250	0	23,525	185,287	74
	EXPENDITURE	387,495	9,534	383,552	99	347,373	347,373	0	13,488	265,215	76
614	RECORDER'S AUTOMATION FND	)									
	REVENUE	182,500	18,986	202,998	111	208,700	208,700	0	20,108	172,743	83
	EXPENDITURE	260,764	4,547	241,813	93	265,638	265,938	300	5,506	119,369	45
617	CHILD SUPPORT SERV FUND										
	REVENUE	52,500	4,106	42,246	80	600	600	0	41	622	104
	EXPENDITURE	150,240	4,131	48,306	32	102,435	102,435	õ	5,880	55,019	54
618	PROBATION SERVICES FUND										
010	REVENUE	363,500	44,536	424,916	117	401,500	414,500	12 000	41 000		
	EXPENDITURE	431,404	9,240	428,377	99	468,075	481,075	13,000 13,000	41,070 12,587	383,742 370,313	93 77
610	TAX AND NUMBERS TON	NAME AND DO D			10000					5707515	
619	TAX SALE AUTOMATION FUND REVENUE	36,840	4,928	25 262	96	20.255	20.255				
	EXPENDITURE	40,933	1,317	35,363 27,606	67	32,355 40,899	32,355 40,899	0	6,369 1,920	18,645 24,647	58 60
600			=						1,000	21,017	00
620	HEALTH-LIFE INSURANCE REVENUE	E 640 150	414 CAE	E 110 0E4	01	F 100 FCC	F 100 FCC	2			2/1
	EXPENDITURE	5,640,158 5,640,158	414,645 414,102	5,118,854 5,111,453	91 91	5,128,766 5,128,738	5,128,766 5,128,738	0	421,903 423,573	4,323,878 4,295,947	84 84
60.1		2422552722872287228528289		-,,		5/120//20	5,125,150	0	123,313	4,295,947	04
621	STS ATTY DRUG FORFEITURES REVENUE	55,000	1,359	59,968	109	27,040	27,040	0	2,847	05 005	0.5
	EXPENDITURE	65,100	374	64,307	99	27,000	27,040	0	2,847	25,896 1,444	96 5
627	PROPERTY TAX INT FEE FUND				1000		0.0000000000000000000000000000000000000				
027	REVENUE	61,000	127	71,278	117	60,120	60,120	0	0	0 004	
	EXPENDITURE	60,100	0	60,100	100	60,120	60,120	o	9	2,384 11,439	4
628	ELECTN ASSIST/ACCESSIBLTY						2010 C			77.000	
020	REVENUE	100,000	10,000	37,972	38	168,339	168,339	0	0	10 741	10
	EXPENDITURE	100,000	10,000	37,963	38	168,339	168,339	ŏ	21,642	19,741 132,896	12 79
629	COUNTY HISTORICAL FUND										
025	REVENUE	25	0	1	4	10	10	0	0	502	5000
	EXPENDITURE	0	o	ō		0	0	ő	0	502	5020
630	CIR CLK OPERATION & ADMIN	r									
050	REVENUE	84,300	7,527	104,865	124	120,100	120,100	0	0 704	100 101	
	EXPENDITURE	88,145	0	80,347	91	120,100	120,100	0	8,794	109,401	91
632	CIR CLK ELCTRNC CITATIONS									17.	
054	REVENUE	0	1,352	12,653		0	0	0	1 000	15 001	
	EXPENDITURE	ŏ	1,552	12,055		0	ő	0	1,802	15,201	
633	ONG ANNY DECODDS ANNOUS	2					2.7	-	5	0	
033	STS ATTY RECORDS AUTOMATN REVENUE	0	0	0	ĩ	0	0				
	EXPENDITURE	0	0	0		0	0	0	441	1,105	
643		199	10		1	U.	1	5	0	U	
641	ACCESS INITIATIVE GRANT REVENUE	1,078,424	120,456	904,860	84	1 602 621	1 560 225	66 604	100 405	1 100 000	
	EXPENDITURE	1,466,464	151,134	1,257,730	84	1,502,531 1,502,531		66,694 500,000	137,495 317,486	1,186,670	76
	and an a vert	-1.001101	101,104	1,251,150	00	1,502,551	2,002,551	500,000	517,486	1,461,796	13

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#### AUDITOR'S REPORT TO COUNTY BOARD PERIOD ENDING 9/30/12

			FY2					FY201			
		-BUDGET-		ACTUALS		<	BUDGET			ACTUALS	>
FUND	NAME	FINAL	CURRENT MONTH	YEAR-TO DATE	YTD %	BEGINNING	CURRENT (AS OF 9/30/12	CHANGE	CURRENT MONTH	YEAR-TO DATE	YTD %
658	JAIL COMMISSARY										
	REVENUE	26,000	20	28,516	110	26,000	26,000	0	4,293	40,832	157
	EXPENDITURE	24,950	465	22,201	89	26,000	26,000	0	1,156	14,082	54
659	COUNTY JAIL MEDICAL COST	rs ·			10.0						
	REVENUE	30,500	2,275	28,232	93	30,500	30,500	0	2,015	20,528	67
	EXPENDITURE	46,016	46,016	46,016	100	46,016	46,016	0	0	46,016	100
670	COUNTY CLK AUTOMATION FR	ND .									
084056	REVENUE	20,100	13,450	76,983	383	30,000	30,000	0	21,114	40,979	137
	EXPENDITURE	109,937	5,288	79,053	72	33,525	33,525	0	2,517	27,830	83
671	COURT DOCUMENT STORAGE I	7D									
	REVENUE	157,000	10,269	133,423	85	135,240	135,240	0	10,929	95,171	70
	EXPENDITURE	278,348	28,639	167,755	60	220,685	220,685	0	8,511	130,214	59
675	VICTIM ADVOCACY GRT-ICJ	LA									
	REVENUE	38,690	10,463	35,634	92	38,690	38,690	0	0	34,525	89
	EXPENDITURE	35,768	2,674	35,801	100	36,078	36,078	0	2,754	28,573	79
676	SOLID WASTE MANAGEMENT										
-	REVENUE	1,700	4	1,318	78	1,600	1,600	0	6	1,754	110
	EXPENDITURE	5,450	0	0		2,875	2,875	0	400	704	24
677	JUV INTERVENTION SERVICE	SS									
	REVENUE	50	1		26	15	15	0	0	0	
	EXPENDITURE	10,000	0	0		10,000	13,000	3,000	0	12,506	96
679	CHILD ADVOCACY CENTER										
	REVENUE	218,621	19,646	165,659	76	191,903	191,903	0	19,845	144,656	75
	EXPENDITURE	216,617	18,474	180,357	83	196,131	196,131	0	13,982	138,591	71
681	JUV INF SHARING SYS GRAN	NT									
	REVENUE	11,250		6,985	62	11,812	11,812	0	0	1,820	15
	EXPENDITURE	11,250	0	7,276	65	11,812	11,812	0	1,246	2,094	18
685	DRUG COURTS PROGRAM										
	REVENUE	21,500	1,617	21,836	102	21,535	121,535	100,000	18,372	70,657	58
	EXPENDITURE	21,500	0	15,000	70	21,535	121,535	100,000	0	51,354	42
850	GEOG INF SYS JOINT VENT	UR									
	REVENUE	512,942	120,485		109	470,297	470,297	0	22,952	337,601	72
	EXPENDITURE	512,053	57,745	496,459	97	469,770	469,770	0	34,423	396,551	84
TOTAL	ALL FUNDS REVENUE	19,916,693	17,240,783	117,292,593	589	10,999,158	13,642,412	2,643,254	14,208,969	82,169,133	602
	EXPENDITURE	23,952,214	6,272,392	112,653,889	470	13,312,685	16,887,303	3,574,618	7,268,086	83,196,229	493

## REQUEST FOR BUDGET TRANSFER NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

FUND 080 GENERAL CORPORATE

DEPARTMENT 071 PUBLIC PROPERTIES

## TO LINE ITEM:

## FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
080-071-534.70		080-071-511.03
BROOKNS BLDG REPAIR-MAINT	60,000.	REG. FULL-TIME EMPLOYEES

EXPLANATION: TRANSFER NEEDED TO PAY FOR UPCOMING PROJECTS IN THE BROOKENS

BUILDING - MONEY IS AVAILABLE DUE TO SEVERAL OPEN POSITIONS THROUGHOUT THIS

YEAR

DATE SUBI							DA	- TE:			U	han				SIG1	IATURI	3
APPROVED	ВҮ	BUD	GET	AND	FINAN	ICE (	COMM	IITT	'EE :		D2	ATE :				 		
	C	0	U	N '	F Y	В	0	39 A	R	D		C	0	P	Y			

FUND 613 COURT'S AUTOMATION FUND DEPARTMENT 030 CIRCUIT CLERK

#### INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
613-030-513.06 EMPLOYEE HEALTH/LIFE INS	0	3,400	5,695	2,295
TOTALS	0	3,400	5,695	2,295

#### INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
613-030-341.10 COURT FEES AND CHARGES	250,000	250,000	252,295	2,295
TOTALS	250,000	250,000	252,295	2,295

EXPLANATION: \_\_\_\_\_\_PURSUANT TO AN AGREEMENT BY THE JUSTICE SYSTEM'S GOVERNING BOARD, IT WAS AGREED THAT THE POSITION OF JANO PROJECT MANAGER WOULD BE ELIGIBLE FOR HEALTH INSURANCE AND THAT THIS WOULD BE PAID OUT OF THE PROBATION SERVICE FUND. THIS COMPLETES THE TRANSFER FROM THAT FUND INTO AUTOMATION FUND TO PAY FOR THAT INSURANCE.

AUTHORIZED SIGNATURE ** PLEASE SIGN IN BLUE INK **
hinder S. French

### APPROVED BY BUDGET & FINANCE COMMITEE: DATE:

40

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FUND 675 VICTIM ADVOCACY GRT-ICJIA DEPARTMENT 041 STATES ATTORNEY

#### **INCREASED APPROPRIATIONS:**

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
675-041-511.03 REG. FULL-TIME EMPLOYEES	36,078	36,078	36,251	173
TOTALS	36,078	36,078	36,251	173

## 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: INCREASE IN REVENUE OF \$173 FOR VICTIM ADVOCACY PROGRAM

DIRECTOR BEING APPROVED TO WORK AN ADDITIONAL 7.5 HRS IN JANUARY, 2012.

THE HOURS OF THE VICTIM ADVOCACY PROGRAM DIRECTOR HAVE BEEN REDUCED TO 30 HOURS A WEEK.

DATE SUBMITTED:	AUTHORIZED SIGNATURE ** PLEASE SIGN IN BLUE INK **
09/24/12	>XC bo
a.la	
APPROVED BY BUDGET &	FINANCE COMMITEE: DATE:
APPROVED BY BUDGET &	FINANCE COMMITEE: DATE:
APPROVED BY BUDGET &	FINANCE COMMITEE: DATE:
APPROVED BY BUDGET &	FINANCE COMMITEE: DATE:

#### INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-042-511.40 STATE-PAID SALARY STIPEND	0	2,600	4,987	2,387
TOTALS	0	2,600	4,987	2,387

NCREASED	TULATION	Donomr.
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ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-042-335.71 STATE REV-SALARY STIPENDS	0	2,600	4,987	2,387
TOTALS	0	2,600	4,987	2,387

EXPLANATION: SALARY STIPEND PAID BY STATE TO COUNTY OFFICIAL.

DATE SUBMITTED:

AUTHORIZED SIGNATURE

\*\* PLEASE SIGN IN BLUE INK Duane E. North

#### APPROVED BY BUDGET & FINANCE COMMITEE: DATE:

12

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FUND 850 GEOG INF SYS JOINT VENTUR DEPARTMENT 623 GEOG INFO SYSTEM-ODD YRS

## INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
850-623-544.33 FURNISHINGS, OFFICE EQUIP	2,500	2,500	18,500	16,000
18				
	· · · ·			
TOTALS	2,500	2,500	18,500	16,000

#### INCREASED REVENUE BUDGET:

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

EXPLANATION: THE GIS CONSORTIUM MOVE OUT OF THE RPC REQUIRES PURCHASE OF

OFFICE FURNITURE FOR STAFF, WHICH IS AN ADDITIONAL EXPENSE IN FY2012.

THE FUNDING FOR THE FURNITURE COMES FROM THE GIS CONSORTIUM FUND BALANCE,

WHICH INFORMATION HAS BEEN PROVIDED TO AND ACKNOWLEDGED BY THE GIS POLICY COMMITTEE.

DATE SUBMITTED:	AUTHORIZED SIGNATURE ** PLEASE SIGN IN BLUE INK **	
	ameron Mare	

## APPROVED BY BUDGET & FINANCE COMMITEE: DATE:

43

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## NEW WORLD SYSTEMS CORPORATION STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and <u>Champaign County, IL</u> (Customer) sets forth the standard software maintenance support services provided by New World.

## 1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date)  $\frac{12/1/12}{11/30/17}$  to (end date)  $\frac{11/30/17}{11/30/17}$ .

## 2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by New World).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to Customer by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

## 3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

## 4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

## 5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

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## 6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
- (b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

## 7. Maintenance Costs for Licensed Standard Software Packages Covered for 400 Server

New World agrees to provide software maintenance at the costs listed below for the following New World Standard Software packages licensed by the Customer:

Applicatio	n Package	Number of Modules
1. Aegis®	Law Enforcement Records Software	24
2. Aegis®	Public Safety Interface Software	6
3. Aegis®	Corrections Management Software	5
4. Aegis®	Business Office Software	5
5. Aegis®	Other Software for Public Safety	1
6. Aegis®	Photo Imaging Software	3
7. Aegis®	Data Management and Retrieval Tools	2
8. Aegis®	Aegis Graphical User Interface	2

## ANNUAL MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
12/1/2012 to 11/30/2013	\$96,230	11/15/2012
12/1/2013 to 11/30/2014	\$99,120	11/15/2013
12/1/2014 to 11/30/2015	\$102,090	11/15/2014
12/1/2015 to 11/30/2016	\$105,150	11/15/2015
12/1/2016 to 11/30/2017	\$108,300	11/15/2016

Note: Unless extended by New World, the above costs are available for 90 days after submission of the costs to Customer. After 90 days, New World may change the costs.

## ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

(Rev. SSMA 03/06)

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## 8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:	ACCEPTED BY:
Customer: Champaign County, IL	New World Systems Corporation
Name:	Name:
Title:	Title:
Date:	Date:

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

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# Champaign County, IL (Aegis)

Licensed Application Software

At August, 2012

## 1. Aegis® Law Enforcement Records Software

- LE Records Multi-Jurisdiction Base
  - Base
  - Accidents Module
  - Arrest Module
  - Business Registry Module
  - Case Processing Module
  - Computer Aided Investigations Module
  - Federal Reports (UCR/IBR) Module
  - Geo-File Verification Module
  - Impounded Vehicles Module
  - Incident Tracking Module
  - Jacket Processing Module
  - Personnel / Education Module
  - Property Module
  - Traffic Tickets and Citations Module
  - Wants and Warrants Module
- LE Records Federal & State Compliance
- Field Investigations
- Case Management
- Pawn Shops
- Activity Reporting and Scheduling
- Index Cards
- Property Room Bar Coding
- Orders of Protection
- Narcotics Management

## 2. Aegis® Public Safety Interface Software

- AS/400 State/NCIC Interface
- On-Line Wants & Warrants Interface to State/NCIC
- On-Line Property Checks Interface to State/NCIC
- Identix Interface
- On-Line Jackets Interface to State/NCIC
- Vine Interface

## 3. Aegis® Corrections Management Software

- Corrections Management Base Package
- Commissary Accounting
- Enhanced Medical Tracking
- Enhanced Court Tracking
- Corrections Compliance

# Champaign County, IL (Aegis)

## Licensed Application Software At August, 2012

## 4. Aegis® Business Office Software

- Business Office Base Package
  - Base
  - Civil Paper Processing Module
  - Income and Property Exclusions Module
  - Revenue and Collections Module
- Business Office Federal and State Compliance

## 5. Aegis® Other Software for Public Safety

- SW Modifications

## 6. Aegis® Photo Imaging Software

- ID Badges
- Capture/View Stations
- Public Safety Line Ups/Mug Shots
  - Digital Imaging

## 7. Aegis® Data Management and Retrieval Tools

- Microsoft Word Interface
- Data Analysis and Mapping

## 8. Aegis® Aegis Graphical User Interface

- Graphical User Interface Server
- Graphical User Interface Clients

1776 East Washington Street, Urbana, Illinois 61802-4581



## Andy Rhodes, Information Technology Director

RE:	Upcoming Vacancy
FROM:	Andy Rhodes, Director of Information Technology
то:	Brendan McGinty, Deputy Chair County Finance and Champaign County Board Committee of the Whole
DATE:	October 2, 2012

The programmer/analyst who oversees the Kronos HR/Payroll system and creates custom reports for various departments from that system has announced his intention to retire on November 30, 2012. Since the successful operation of the Kronos system is critical to the ability of the County to account for and properly pay personnel it is imperative that we have someone on staff to perform the functions of this programmer/analyst.

I would therefore request your approval to waive the 3 month hiring freeze waiting period in order to advertise and fill this position on December 1, 2012.

Thank you for your consideration of this request.

# FY2012 General Corporate Fund Revenue Projection Report

October 3, 2012

SIGNIFICANT REVENUE LINE ITEMS/CATEGORIES	FY2011 YTD 9/30/2011	FY2011 ACTUAL Received	FY2012 BUDGET 12/1/2011	FY2012 Actual 9/30/2012	Projected % to be Received	Projected \$\$ to be Received	\$ Difference to Original Budget
PROPERTY TAXES (CURRENT)	\$7,780,748	\$8,069,033	\$8,285,724	\$7,971,989	100%	\$8,285,724	\$0
PROPERTY TAXES (ESCROW)	\$0	\$0	\$0	\$0	0%	\$0	
PROPERTY TAXES (BACK)	\$0	\$3,010	\$5,200	\$0	100%	\$5,200	\$0
MOBILE HOME TAXES	\$25	\$8,814	\$8,500	\$0	100%	\$8,500	\$0
PAYMENT IN LIEU OF TAXES	\$1,287	\$4,929	\$4,500	\$1,345	100%	\$4,500	\$0
COUNTY HOTEL/MOTEL TAX	\$16,240	\$22,232	\$25,000	\$20,587	112%	\$27,936	\$2,936
COUNTY AUTO RENTAL TAX	\$12,485	\$19,140	\$15,000	\$21,654	202%	\$30,261	\$15,261
PENALTIES ON TAXES	\$154,602	\$678,071	\$674,000	\$213,621	101%	\$683,525	\$9,525
BUSINESS LICENSES & PERMITS	\$39,927	\$40,495	\$33,500	\$37,269	114%	\$38,272	\$4,772
NON-BUSINESS LIC. & PERMITS	\$671,265	\$821,218	\$1,326,500	\$1,073,035	97%	\$1,285,606	-\$40,894
FEDERAL GRANTS	\$444,587	\$594,999	\$456,477	\$338,938	102%	\$464,802	\$8,325
STATE GRANTS STATE SHARED REVENUE	\$187,176	\$218,090	\$213,911	\$174,579	100%	\$213,911	\$0
CORP. PERS. PROP. REPL. TAX	\$498,369	\$736,887	\$832,000	\$559,477	94%	\$785,205	-\$46,795
1% SALES TAX (UNINCORPOR.)	\$826,959	\$1,102,692	\$1,138,484	\$799,208	96%	\$1,090,271	-\$48,213
1/4% SALES TAX (ALL COUNTY)	\$3,722,086	\$5,009,241	\$5,145,952	\$3,859,093	101%	\$5,212,264	\$66,312
USE TAX	\$374,502	\$478,219	\$509,294	\$372,805	96%	\$487,254	-\$22,040
INHERITANCE TAX	\$0	\$32,698	\$165,709	\$328,274	198%	\$328,274	
STATE REIMBURSEMENT	\$1,321,292	\$1,860,082	\$1,296,033	\$671,849	59%	\$766,640	-\$529,393
SALARY REIMBURSEMENT	\$207,981	\$228,813	\$293,360	\$337,228	138%	\$405,290	\$111,930
STATE REV./SALARY STIPENDS	\$38,900	\$38,900	\$40,728	\$48,500	119%	\$48,500	
INCOME TAX	\$2,292,368	\$2,713,396	\$2,639,433	\$2,332,353	105%	\$2,777,699	\$138,266
ILETSB-POLICE TRAINING REIMBURSEMENT	\$0	\$0	\$17,000	\$20,365	120%	\$20,365	\$3,365
OFF-TRACK BETTING	\$34,402	\$41,142	\$55,000	\$34,148	100%	\$48,063	-\$6,937
LOCAL GOVERNMENT REVENUE	\$424,779	\$592,188	\$521,281	\$450,854	126%	\$655,150	
LOCAL GOVERNMENT REIMBURSE.	\$281,471	\$525,618	\$486,600	\$376,336	108%	\$523,998	\$37,398
GENERAL GOVERNMENT	\$3,025,987	\$4,048,232	\$4,433,950	\$3,058,125	93%	\$4,113,529	
FINES	\$704,954	\$906,733	\$1,065,000	\$765,858	97%	\$1,035,811	-\$29,189
FORFEITURES	\$18,533	\$53,034	\$25,000	\$6,676	140%	\$34,933	\$9,933
INTEREST EARNINGS	\$12,952	\$21,194	\$19,500	\$9,659	81%	\$15,765	-\$3,735
RENTS & ROYALTIES	\$865,498	\$1,007,936	\$631,623	\$469,941	100%	\$631,623	\$0
GIFTS & DONATIONS	\$11,444	\$21,444	\$7,500	\$10,687	202%	\$15,149	\$7,649
OTHR FIN. SOURCES-FIX. ASSETS	\$15,238	\$15,922	\$8,000	\$12,708	159%	\$12,708	\$4,708
OTHR. MISC. REVENUE	\$55,831	\$79,011	\$67,508	\$74,621	134%	\$90,234	\$22,726
INTERFUND TRANSFERS	\$775,943	\$1,433,309	\$1,463,463	\$773,452	100%	\$1,463,463	\$(
INTERFUND REIMBURSEMENTS OTHER FINANCING SOURCES	\$124,386	\$456,061	\$418,331	\$125,445	100%	\$418,331	\$0
TOTALS	\$24,942,217	\$31,882,783	\$32,329,061	\$25,350,677	99%	\$32,028,757	-\$300,304

# FY2012 General Corporate Fund Expenditure Projection Report

SIGNIFICANT EXPENDITURE LINE ITEMS/CATEGORIES	FY2011 YTD 9/30/2011	FY2011 ACTUAL 12/31/2011	FY2012 BUDGET 12/1/2011	FY2012 YTD 9/30/2012	Projected % TO BE SPENT	Projected \$ to be SPENT	\$ Difference to Original BUDGET (+/-)
PERSONNEL							
Regular Salaries & Wages	\$9,975,009	\$12,478,798	\$12,970,564	\$10,122,848	98.78%	\$12,812,493	-\$158,071
SLEP Salaries	\$5,372,994	\$6,771,176					
SLEP Overtime	\$263,814						
Fringe Benefits	\$2,185,338						
COMMODITIES							÷
Postage	\$162,631	\$230,619	\$242,630	\$233,452	108.34%	\$262,876	\$20,246
Purchase Document Stamps	\$500,925	\$500,925				a distance and a strain and	
Gasoline & Oil	\$171,976						A REAL PROPERTY AND A REAL
All Other Commodities	\$377,637	\$613,044					
SERVICES							
Gas Service	\$278,203	\$355,604	\$396,500	\$236,356	75.47%	\$299,225	-\$97,275
Electric Service	\$636,544	\$863,826					
Medical/Professional Services	\$877,663	\$1,029,512			and the second sec	\$1,021,980	\$14,006
All Other Services	\$2,938,704	\$3,565,621	\$4,009,231	\$2,758,338	90.04%	\$3,610,024	-\$399,207
CAPITAL							
Vehicles	\$64,957	\$182,942	\$335,000	\$42,306	100.00%	\$335,000	\$0
All Other Capital	\$68,280	\$121,920	\$37,842	\$0	100.00%	\$37,842	\$0
TRANSFERS							
To Capital Improvement Fund	\$123,028	\$123,028	\$86,884	\$0	100.00%	\$86,884	\$0
All Other Transfers	\$48,035	\$175,133			100.00%		
DEBT REPAYMENT	\$384,300	\$393,050	\$549,556	\$540,806	100.00%	\$549,556	\$0
TOTAL	\$24,430,039	\$30,645,858	\$32,347,922	\$24,656,696	97.80%	\$31,636,878	-\$711,044

# FY2012 General Corporate Fund Projection Summary Report

		Fund Balance Less Loan
FUND BALANCE 11/30/11 (unaudited)	\$4,136,581	\$3,803,454
BEGINNING FUND BALANCE % OF BUDGET -	13.06%	12.01%
	Budgeted	Projected
ADD FY2012 REVENUE	\$32,329,061	\$32,028,757
LESS FY2012 EXPENDITURE	\$32,347,922	\$31,636,878
Revenue to Expenditure Difference	-\$18,861	\$391,879
FUND BALANCE PROJECTION - 11/30/12	\$4,117,720	\$4,528,460
% OF 2012 Expenditure Budget	12.73%	14.31%
Outstanding Loan to Nursing Home	-\$333,127	-\$333,127
Unreserved Fund Balance Projection - 11/30/12	\$3,784,593	\$4,195,333
% of FY2012 Budget	11.70%	13.26%

# GENERAL CORPORATE FUND - FY2012 BUDGET CHANGE REPORT

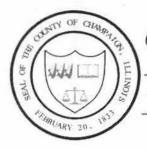
General Corporate Fund Original Budget As	s Of:	12/1/2011		
Expenditure		\$31,660,183		
Revenue		\$31,551,692		
Revenue/Expenditure Difference	(\$108,491)			
General Corporate Fund Budget As Of:		10/3/201	2	
Expenditure	\$32,347,922	% Inc/Dec	2.17%	Revenue/Exp.
Revenue	\$32,329,061	% Inc/Dec	2.46%	(\$18,861)

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## EXPENDITURE CHANGES

Department	Description	Expenditure Change	Revenue Change	Difference
County Board	Intergovernmental Agreement to Challenge EPA Clinton Landfill Decision	\$14,000	\$0	(\$14,000)
State's Attorney	Appellate Prosecutor Contract	\$3,000	\$0	(\$3,000)
Coroner	Sale of Van/Purchase of Equipment	\$450	\$450	\$0
EMA	Local Emergency Planning Grant	\$6,800	\$6,800	\$0
Auditor	Salary Stipend	\$28	\$28	\$0
Supervisor of Assessments	Salary Stipend	\$1,800	\$1,800	\$0
State's Attorney	Benefits Payout	\$17,868	\$0	(\$17,868)
Correctional Center	Prior Fiscal Year Medical Bills	\$21,587	\$0	(\$21,587)
Coroner	Grant	\$4,000	\$4,000	\$0
Correctional Center	Court Security Staff for Courts Sound/Video Project	\$2,940	\$2,940	\$0
Recorder	Increase in Real Estate Transactions	\$300,000	\$450,000	\$150,000
Coroner	Salary Stipend	\$2,600	\$2,600	\$0
Sheriff	Salary Stipend	\$3,900	\$3,900	\$0
Public Properties	Re-Payment of Unused Grant	\$13,648	\$0	-\$13,648
State's Attorney	Benefits Payout	\$13,218	\$0	-\$13,218
Recorder	Additional RHSP Transactions	\$270,000	\$300,000	\$30,000
EMA	Homeland Security Grant	\$4,500	\$4,851	\$351
Veterans' Assistance Commission	Start-Up Costs	\$7,400	\$0	-\$7,400
TOTAL		\$687,739	\$777,369	\$93,545

Changes Attrributable to Recurring Costs	\$607,365	\$762,778	\$155,413
Changes Attributable to 1-Time Expenses	\$80,374	\$14,591	(\$65,783)



**CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES** 

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE MANAGEMENT SERVICES

## **Deb Busey, County Administrator**

# MEMORANDUM

# TO:Brendan McGinty, Deputy Chair-Finance & MEMBERS OF THE<br/>CHAMPAIGN COUNTY BOARD COMMITTEE of the WHOLEFROM:Deb Busey, County Administrator

DATE: October 3, 2012

RE: RECOMMENDATION FOR AMENDMENT to SCHEDULE of AUTHORIZED POSITIONS

## **ISSUE**

The Administrative Services Department and Physical Plant Division seek to re-align the current positions authorized for the two departments to better address the current and future operational needs and requirements of the departments.

Article 9-2 of the Champaign County Personnel Policy titled Schedule of Authorized Positions & Salary Grid, states that "*Recommendation for additions or deletions to the Schedule of Authorized Positions will be made by committee approval initiated by the Finance Committee for recommendation to the County Board.*"

## **HISTORY**

The Physical Plant Department Schedule of Authorized Positions includes a Building Services Assistant position. Prior to the creation of the Building and Grounds Manager position in the Physical Plant Department, the Building Services Assistant had responsibility for supervision of the custodial staff. This responsibility was removed when the Building and Grounds Manager position was filled, and the primary functions for the Building Services Assistant position are now consistent with responsibilities assumed by the job classification Administrative Assistant. The current incumbent provides support to the first County Board COW meeting each month, and provides support to the Physical Plant in management of their day-to-day accounting and budgeting activities.

Administrative Services currently has two Administrative Assistant positions assigned to the staffing budget. However, the incumbent in the Building Services Assistant position has been fulfilling responsibilities consistent with an Administrative Services Administrative Assistant position.

(217) 384-3776 <u>WWW.CO.CHAMPAIGN.IL.US</u> (217) 384-3896 FAX

## **RECOMMENDATION**

I recommend to the Finance Committee of the Whole the approval of the elimination of the Building Services Assistant position from the Physical Plant Schedule of Authorized Positions, and the addition of a third Administrative Assistant position to the Administrative Services Schedule of Authorized Positions.

Administrative Services staff already provides administrative and clerical support activities to the IT Department and Physical Plant Department with our Administrative Assistant positions. I envision this support to other related and smaller departments to expand in December, as I expect our Administrative Assistants to provide support to the GIS Consortium as it transitions out of RPC, and to the newly established VAC Program. None of these departments requires a full-time Administrative Assistant position, and we are able to combine our three positions to adequately cover the needs of all these departments.

The current incumbent in the Building Services Assistant position would continue on as the Administrative Assistant for the Administrative Services Department. The classification of the Building Services Assistant position is in Grade Range I of the County's salary schedule; and the Administrative Assistant position is in Grade Range F. The salary for the current incumbent in the Building Services Assistant position is within the salary range for the Administrative Assistant position. Initially, there would be no change in impact on the budget as a result of this change in the staffing budget.

However, the current incumbent has also tendered notice of her resignation at the end of December. The hire of an Administrative Assistant upon her resignation will generate some budget savings over what the current incumbent would have been paid in FY2013.

Upon approval of this adjustment to the Schedule of Authorized Positions, the funds for the newly created position will be transferred to the Administrative Services Budget from the Physical Plant Budget, with no requirement for additional funding or budget amendment to the FY2012 budget for either department.

## **REQUESTED ACTION**

The Finance Committee of the Whole recommends to the County Board the following changes to the Schedule of Authorized Positions: elimination of the Building Services Assistant position from the Physical Plant Department Schedule of Authorized Positions, and the addition of an Administrative Assistant position to the Administrative Services Department Schedule of Authorized Positions, effective October 28, 2012.

Thank you for your consideration of this recommendation.



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE MANAGEMENT SERVICES

**Deb Busey, County Administrator** 

# MEMORANDUM

## TO: Brendan McGinty, Deputy Chair-Finance & MEMBERS OF THE CHAMPAIGN COUNTY BOARD COMMITTEE of the WHOLE

FROM: Deb Busey, County Administrator

DATE: October 3, 2012

RE: REQUEST for WAIVER of HIRING FREEZE

## **ISSUE**

Ranae Wolken, Building Services Assistant/Administrative Assistant, has tendered her notice of resignation of employment with Champaign County effective December 28, 2012. This request is to waive the hiring freeze requirements established by Resolution No. 7601 with regard to this position vacancy.

## REPORT

The Administrative Services Department, County Board, Physical Plant and IT Department operations have relied on three individuals fulfilling responsibilities of Administrative Assistants over the last two years. On December 1, 2012, the services to be provided by these three positions will expand to include support services to two new departments – the Champaign County VAC Program, and the Champaign County GIS Consortium. In addition, there is a possibility the next session of the County Board will include more committee meetings than the current two monthly COW meeting schedule, which will also increase the demand placed on these three positions.

The Administrative Services Department has successfully managed the support for the County Board, Physical Plant and IT Departments with the current allocation of three positions. We are prepared to expand that support to include two new departments in December 2012; however it is simply not feasible for two individuals to fulfill all of the duties and responsibilities that these three assistants currently cover on a day-to-day basis for any extended period of time.

## REQUEST

I request the Finance Committee of the Whole approve a waiver of the hiring freeze as set forth in Resolution No. 7601 with regard to the Administrative Assistant position vacancy which will occur on December 28, 2012; and further request approval to fill that position in compliance with the Champaign County Personnel Policy.

Thank you for your consideration of this request.



# JANO JUSTICE SYSTEMS PROGRAM MAINTENANCE AGREEMENT

Effective Date: December 1, 2012

Name of Licensed Program and Description	Source Code Incl.?	Designated Machine: Type, Model and Serial Number	Distribution Medium
CLERICUS MAGNUS Integrated Justice System	Yes	One IBM Power i Server on the Champaign County Network.	N/A

Maintenance Period Start Date	Maintenance Period End Date	Total Period Maintenance Fee Amount	Maintenance Fee Payment Frequency	Electronic Customer Support?
December 1, 2012.	November 30, 2013	Year 1 - \$109,069.	Annual-Due by December 31 <sup>st</sup> of each year	Yes

Cham	paign County's Designated Contact Persons:	
Name: Kirk Bedwell	Phone: 217-384-3753	

This Licensed Program Maintenance Agreement made as of the date set forth above (the "Effective Date") by and between JANO Technologies, Inc. DBA JANO Justice Systems, a Mississippi corporation, (hereinafter referred to as "JANO") with its principal office located at 4798 McWillie Drive, Suite D, Jackson, Mississippi, 39206 and the County of Champaign Illinois (hereinafter collectively referred to as the "Customer") with its principal office located at 1776 East Washington St., Urbana, Illinois, 61802.



## **RECITALS:**

Whereas, JANO and Customer have entered into a Software License Agreement for RFP-2000-024 dated October 25, 2002 (the "Software License Agreement"); and

Whereas, JANO and Customer intend that JANO shall provide software maintenance and service for the software which is the subject of the Software License Agreement;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** This Agreement describes the services, fees and procedure whereby JANO will provide the Program Maintenance Services (as defined hereafter) to Customer. In this Agreement, the following terms shall have the following meanings:

a. Licensed Program(s). The term "Licensed Programs" or "Licensed Program" refers to the JANO computer program, including source code, commonly known as CLERICUS MAGNUS Integrated Justice Information System and which includes those modules listed in Exhibit A, attached hereto and incorporated herein, including both the standard and optional features, and delivered to and for the benefit of the Clerk of the Circuit Court.

b. Associated Documentation. The term "Associated Documentation" refers to any written materials relating to any Licensed Program including, without limitation, installation instructions, operating service manuals, and training materials provided by JANO in connection with any Licensed Program.

c. **Software.** The term "Software" refers to the Licensed Programs and Associated Documentation and any corrections, modifications, additions, revisions, or enhancements of the Licensed Programs and Associated Documentations, that are provide to the County pursuant to this Agreement or the Software License Agreement.



2. <u>Program Maintenance Services.</u> The following program maintenance services are provided by JANO under this Agreement (collectively, the "Program Maintenance Services"):

Licensed Program Services: JANO will attempt to duplicate any a. problem the County is having, and, if the problem is caused by a defect in the Software, JANO will promptly correct or provide a reasonable bypass for the defect. A "defect" is defined as any problem in the Software which causes it to deviate from the specifications and the warranties for such Software set forth in the Software License Agreement and the Prime Contract. A "reasonable bypass" is a temporary workaround that provides substantially all of the previously-existing functionality and features of the Software without involving any material increase in time, resources, or effort on the part of the County or its Affiliates, or any material degradation in performance of the Software. Corrections of defects will be made by JANO through distribution of Software fixes, either on magnetic media or via electronic customer support (as described below). Cumulative defect corrections will be included with new Software releases when such releases are distributed. The County agrees to provide JANO with reasonable access to any of the County's computers, or to any of its information technology personnel, as needed and as reasonably requested, to assist JANO personnel in ascertaining the nature and extent of the problem and in determining possible solutions. JANO shall provide reasonable methods by which the County's designated contact persons shall report problems or apparent defects with the Software (including providing a toll-free telephone number, a facsimile number, an email address, and the URL of a World-Wide Web site through which problem reports may be submitted). Upon receiving the report of any problem, JANO shall immediately assign appropriately qualified personnel and begin diligent efforts to determine the cause of, and to promptly resolve, such problem. JANO shall continuously use its best efforts to resolve critical problems (i.e., those in which all or a substantial portion of the functionality of a Licensed Program or the System is unavailable for use by a significant number of the County's or its Affiliates end-users) within eight (8) hours after such problem was reported. JANO shall use all commercially reasonable efforts to resolve non-critical problems within two (2) days, or as soon as commercially reasonable given the nature and extent of the impact of such problem upon the County and its Affiliates. JANO shall keep the County reasonably updated as to the status of all reported, but unresolved, problems.



b. Licensed Program Releases. From time to time, updates and releases of the Licensed Programs will be distributed by JANO to its customers (including the County) and shall include, but shall not be limited to, performance improvements, cumulative corrections or fixes, revisions, or enhancements that have been made to the Software since the last release or initial installation (each such update or release, a "Program Release"). JANO shall make available to the County any Program Releases necessary for the County to maintain compatibility with the most current releases and versions of the underlying operating system and database software (and the most current fixes and patches to such releases and versions) within a reasonable amount of time after such releases, versions, fixes, or patches become generally and commercially available to the licensed users of such software. The County shall be offered each Program Release by JANO at approximately the same time that such Program Release is made generally available to JANO's other customers. The County shall have the right, but not the obligation, to install any such Program Release. Installation of a Program Release is the County's responsibility. If the County has made modifications or additions to the Licensed Programs, JANO cannot be responsible for the successful installation of any Program Release, or for the correct operation, in conjunction with the new release, of any change or addition the County has made. Program Releases must be installed within 180 days after JANO makes the release generally available to its customers (including the County). JANO assumes no responsibility for any Licensed Program defects contained in prior Program Releases in the event that a new Program Release has been made available by JANO but is not installed by the County within such 180 day time period, and JANO cannot guarantee that hotline questions regarding such prior Program Releases will be properly or correctly answered. To the extent consistent with the foregoing provisions of this paragraph, each party shall reasonably cooperate with the other with respect to the County's migrating to new releases and versions of operating system or database software (or fixes and patches to such releases and versions) and each party shall use commercially reasonable efforts to keep the other party reasonably well-informed, both prior to and following any such migrations, regarding any problems that might reasonably be anticipated and any problems actually encountered.

c. Telephone <u>Hotline Support</u>: Telephone Hotline Support shall be provided to the County during JANO' normal business hours of 8:00 a.m. to 5:00 p.m. Central time (whether standard or daylight time, as applicable), Monday

> Licensed Program Maintenance Agreement Champaign County, Illinois Page # of 11



through Friday. The County agrees to follow any reasonable hotline guidelines, as disseminated by JANO to the County, from time to time, reasonably in advance of when such guidelines take effect. For example, JANO asks that the County inform the JANO operator that the County's call is a hotline call for a particular Licensed Program (giving its name). Telephone Hotline Support includes, but is not limited to, application support and problem resolution for all Licensed Programs, answering "how to" questions, and responding to general inquires.

d. Electronic Customer Support: Electronic Customer Support is provided by JANO by electronically connecting the JANO computer to the County's computer via communication line, allowing JANO to remotely troubleshoot problems and distribute Software fixes to the County electronically. In order to utilize this Electronic Customer Support, the County is required to have, at the County's expense, communications support (hardware, system software, and a telephone connection) that is compatible with JANO, the specifications of which shall be promptly provided to the County in writing upon request. The County must authorize JANO to establish this service and, once authorized, JANO shall promptly establish such service. The parties shall jointly establish the reasonable security ground rules that will be followed. For example, JANO shall be required to obtain the County's written approval to view or change the County's or its Affiliates' data files while performing on-line troubleshooting or corrections. The County may be subject to pay any other telephone toll charges reasonably incurred by JANO in providing electronic customer support. Such charges will be itemized and billed to the County monthly, as provided for in this Agreement.

e. <u>Licensed Program Currency</u>: When an entity other than the County or any of its Affiliates, or a change in applicable laws or regulations, requires a change to be made in a data file layout or a report, or some other change to existing Licensed Program functionality, JANO will promptly make the necessary modifications to the Licensed Programs to comply with those required changes. Modifications necessitated by changes applicable laws or regulations, or by changes required by a regulatory agency, shall be made without charge When changes are required by the County or any of its Affiliates and those changes require modifications to existing Licensed Program functionality, JANO has the option of charging the County for the specified changes at the rate of \$132.50 per hour.

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3. <u>Fees, Invoicing and Payment.</u> The County agrees to pay all undisputed invoiced amounts, according to the terms specified in this Agreement. Payment of an invoice shall be due within thirty (30) days after the County's receipt of the invoice, absent notice by the County of any discrepancies or failure by JANO to provide the Program Maintenance Services in accordance with this Agreement. For each subsequent year of the Initial Maintenance Period (and for each Renewal Maintenance Period, as defined below), the Total Maintenance Period Fee, including the annual fee listed on page 1 of this Agreement, and any additional fees in accordance with Section 7 hereof, shall be invoice by JANO, and payable by the County, on an annual basis, by December 31<sup>st</sup> of each fiscal year of the contract.

Miscellaneous. Each party agrees that: (a) it shall not use the other 4 party's name trademarks, trade names, service marks, logos, or other designations in any promotion or publication without the other party's prior written consent (and specifically with regard to JANO, JANO shall not reflect or represent in any promotion or publication that the County or any of its Affiliate approve of, or advocate the use of, the Software, without the County's prior written consent); (b) all information provided by the other party (and with respect to the County, its Affiliates) that could reasonably be considered confidential shall be kept in strict confidence and shall not be disclosed to any third party without the third party signing a reasonable confidentiality agreement; (c) it will notify the other party of any breach of this Agreement and allow the other party a reasonable opportunity (not more than thirty (30) days) to cure any such breach and comply with the terms hereof before it claims that the other party has breached any of its obligations under this Agreement; and (d) if any legal action is taken or initiated as a result of this Agreement, all costs of that legal action, including reasonable legal fees, will be paid by the non-prevailing party.

5. <u>The County's Responsibilities.</u> The County agrees: (a) to provide JANO with reasonable access to the County's facilities as necessary for JANO to fulfill its obligations, and if the County becomes aware of any reasonably unsafe conditions, or hazardous materials, to which JANO personnel would be exposed at any of the County's facilities, the County agrees to promptly notify JANO; and (b) to appoint a contact person for the County and one for each of its Affiliates, which contact persons shall have completed all the appropriate JANO training, and who, upon JANO's reasonable request, will disseminate JANO's instructions or corrections throughout the County's organization.



6. Term and Termination. At the expiration of the Initial Maintenance Period (as defined on the first page of this Agreement), and upon expiration of each subsequent Renewal Maintenance Period (as defined below), the County shall have the right to purchase maintenance services for an additional twelve (12) month period (each such period, a "Renewal Maintenance Period"), on the same terms and conditions as set forth in this Agreement. JANO shall give the County ninety (90) days written notice prior to the expiration of the Initial Maintenance Period and of each Renewal Maintenance Period, of its intent to seek a change in the applicable annual maintenance fee. Any such change in the annual maintenance fee for Renewal Maintenance Periods shall be negotiated by the parties in good faith. Either party may terminate this Agreement upon thirty (30) days written notice if the other party is in material breach of any of the terms of this Agreement, provided the breaching party is given prior written notice thereof and reasonable time (not to exceed thirty (30) days) to cure such breach. In the event JANO ceases offering the Program Maintenance Services or maintaining the Licensed Programs for any reason, then the County shall have the right to obtain from JANO, or its successors or representatives acting on behalf of JANO, such documentation as JANO shall have for, and immediate access to, the Software's source code so that the County may maintain its normal use of, and may modify as necessary, the Licensed Programs. Such documentation and source code shall be licensed to the County without additional charge, in accordance with the terms and conditions set forth in the Software License Agreement.

7. Upgrade Impact on Maintenance Fees. In the event the Licensed Programs are upgraded via custom programming or the purchase of new features, under a separate written agreement between the parties (other than the Prime Contract or the Software License Agreement), the Maintenance Period Fee will also be increased by an amount equal to a fraction (where the numerator is the number of months remaining till the anniversary date of the then current maintenance period and the denominator is 12) times the annual maintenance period fee for the custom programming or new features purchased by the County which will be 14% of the software cost.

8. <u>Assignment.</u> Neither party shall assign or in any other manner transfer or convey this Agreement, or any rights, duties, or obligations under this Agreement, without the prior written consent of the other party.



9. <u>Amendment.</u> This Agreement may be amended only in writing signed by both JANO and the County.

10. <u>Applicable Law and Venue.</u> This Agreement shall be construed in accordance with, and any and all disputes arising out of or in connection with this Agreement shall be governed by, the laws of the State of Illinois, without regard to conflict of law provisions thereof. In the event any party commences any legal or equitable action or proceeding to enforce the provisions of this Agreement, or to seek damages as a result of the breach of this Agreement, such action or proceeding shall be brought in a state court in the State of Illinois or in the United States District Court for the Central District of Illinois, and each of the parties hereby expressly consents to the jurisdiction of such courts over themselves and the subject matter of such actions or proceedings.

11. **<u>Relationship of the Parties.</u>** The parties acknowledge and agree that JANO is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees. Each party shall be responsible for Workers' Compensation coverage for its own personnel. Further, JANO represents that it has complied, and warrants that it shall comply, with all federal, state and local laws and regulations regarding business permits and licenses that may be required for its performance under this Agreement and JANO warrants that it shall comply with all applicable laws and regulations in its performance under this Agreement.

12. <u>Confidentiality of the County Information</u>. JANO acknowledges that it may have access to confidential information of the County and its Affiliates because of its access to the County's and its Affiliates' records and facilities. JANO shall not use or review any written or verbal information which, by its nature and under the circumstances is confidential, including, but not limited to, information in court files (such as name, addresses, and nature of the matter), and any other information the County or its Affiliates deems confidential and notifies JANO of same. JANO shall in no event disclose any information as to which disclosure is prohibited by applicable law.

13. **Notices.** Any notices given pursuant to this Agreement shall be deemed effective when sent by certified mail, return receipt requested, or when sent via facsimile, transmission confirmed, to the following:

If to the County:	The County of Champaign Illinois
	<b>County Administrator</b>
	1776 E. Washington Street
	Urbana, Illinois 61802
	Facsimile: (217) 384-3896
If to JANO:	Vasco Bridges, President

JANO Justice Systems, Inc. 4798 McWillie Drive, Suite D Jackson, MS 39206 Facsimile: (601) 362-7622

14. Severability. Should any provision of this Agreement be deemed by a court having jurisdiction to be invalid or unenforceable, such provision shall be severed from this Agreement and the remainder of this Agreement shall be deemed valid and enforceable and shall remain in full force and effect.

15. Waiver. Any waiver by any party of any breach of any term, covenant or condition of this Agreement shall not be deemed to constitute the waiver of any further breach of such term, covenant or condition or the waiver of any other term, covenant or condition of this Agreement.

16. Entire Agreement. This Agreement, the Prime Contract, and the Software License Agreement constitute the entire agreement between the parties regarding the subject matter hereof. Neither of the parties has made any representation, oral or written, with respect to the subject matter of this Agreement, or any representation inducing the execution and/or delivery of this Agreement, except as specifically set forth or referenced herein. Each of the parties also agrees and acknowledges that it has relied on its own judgment in entering into this Agreement.

17. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their personal representatives, successors and assigns. Each Affiliate of the County shall be deemed an express and intended third-party beneficiary of this Agreement and shall be entitled to assert any claim

Licensed Program Maintenance Agreement Champaign County, Illinois Page & of 11



or suit, or take any other action, to the extent that it shall deem necessary or appropriate to enforce the rights of the County hereunder.

18. Non-Solicitation. Each party has gone to considerable time, effort, and expense to develop well-trained, experienced, and professional employees, and considers its employees to be an important asset of its organization. Therefore, except with the prior written consent of the other party, neither party shall, during the term of this Agreement and for one (1) year after expiration or termination thereof, solicit, attempt to hire, or hire any current or former employee of the other party, unless such person has not been employed by the other party for a period of at least one (1) year.

19. **Problem Reporting**. All issues with the Licensed Programs shall be reported using the JANO online website. A monthly review is to be held to discuss the progress being made on resolution of the problems. All work stoppage issues are to receive priority and should be resolved within three hours of first report. Problems are to be expedited based upon severity and length of time outstanding.

# [SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

# THE COUNTY OF CHAMPAIGN, **ILLINOIS:**

# **JANO Technologies, Inc. DBA JANO Justice Systems:**

By\_\_\_\_\_ Chair, Champaign County Board

By\_\_\_\_\_ Vasco L. Bridges Jr., President

Date:

Date:

**ATTEST:** 

By:\_\_\_

Champaign County Clerk

Licensed Program Maintenance Agreement Champaign County, Illinois Page 11 of 11