

Committee of the Whole

December 11, 2012
Handouts

1. Item VIII D-1 Mahomet Aquifer
2. Item IX E1-2 General Corporate Fund Budget Projection and Change Reports
3. Item IX E-4 Resolution to Rescind SLEP IMRF For Corrections Officers Hired After 1/1/2013

**INTERGOVERNMENTAL AGREEMENT
TO PETITION U.S. EPA TO DESIGNATE THE MAHOMET AQUIFER AS SOLE
SOURCE AQUIFER**

This is an intergovernmental agreement between the Cities of Champaign, Illinois, Urbana, Illinois, the Town of Normal, Illinois, and the Board of Trustees of the University of Illinois, hereinafter referred to collectively as the "Parties", to share the costs of evaluating whether the Mahomet Aquifer qualifies for designation as a Sole Source Aquifer by the U.S. Environmental Protection Agency (U.S. EPA) pursuant to Section 1424(e) of the Safe Drinking Water Act of 1974, and to share the costs of preparing, processing and supporting a petition to the U.S. EPA seeking such a designation in the event it is determined the Aquifer does qualify for said determination. This process whereby the U.S. EPA determines whether a particular aquifer will be designated a Sole Source Aquifer will hereinafter be referred to as the "Sole Source Aquifer Program." This Agreement is effective as of the date of its execution by all of the parties hereto.

RECITALS

WHEREAS, the Mahomet Aquifer is the source of drinking water for hundreds of thousands of residents in Central Illinois, and the sole source of drinking water for over eighty separate municipalities; and

WHEREAS, contamination of the Mahomet Aquifer resulting from federally funded projects could have substantial adverse consequences for the economies of communities that rely on the Mahomet Aquifer for drinking water, including those of the parties to this Agreement; and

WHEREAS, some professional experts who have studied the geology of the Mahomet Aquifer, and the Aquifer's role as a crucial source of drinking water in Central Illinois believe

that the Mahomet Aquifer likely qualifies under the criteria of the U.S. EPA for designation as a Sole Source Aquifer; and

WHEREAS, a Sole Source Aquifer designation would provide significant added protections for the Mahomet Aquifer by requiring analysis of any proposed federally funded projects concerning their potential negative impacts on the Aquifer, and by also imposing more rigorous requirements for certain potentially harmful activities under the Illinois Environmental Protection Act, such as more stringent requirements for the siting and design of chemical waste landfills over the Aquifer; and

WHEREAS, the Parties believe it is in their mutual interest to join together in an effort to evaluate whether the Mahomet Aquifer qualifies for a Sole Source Aquifer designation and, if it does, to petition the U.S. EPA for such a designation; and

WHEREAS, such an effort will entail retaining the services of geologists and other experts to perform the necessary technical evaluation, petition preparation and participation in the petition review process before the U.S. EPA, and may including hiring legal counsel to represent the Parties interests in this matter.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the Parties agree as follows:

Section 1. In General. The purpose of this Agreement is to facilitate a joint effort by the Parties (i) to evaluate whether the Mahomet Aquifer qualifies for a Sole Source Aquifer designation pursuant to the Sole Source Aquifer Program, and, if said evaluation determines that the Aquifer does qualify for such a designation,(ii) to prepare, file and take action to support a petition to the U.S. EPA seeking such a designation. The Agreement prescribes a formula for the

sharing of the costs of said efforts among the Parties, and assigns "Lead Agency" responsibilities to the City of Champaign to administer the terms and conditions of the Agreement.

Section 2. Original Parties. The CITY OF CHAMPAIGN, ILLINOIS (Champaign), the CITY OF URBANA, ILLINOIS (Urbana), the TOWN OF NORMAL, ILLINOIS, (Normal) and the BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS (University of Illinois), each will be designated an "Original Party".

Section 3. Additional Parties. Other governmental agencies or not-for-profit organizations may become parties to this Agreement by agreeing to the terms herein. Subsequent parties to this Agreement will contribute financially to these undertakings in a proportionate amount according to the terms provided in this Agreement and will have the same rights and responsibilities as the original parties. Any governmental agency or not-for-profit organization that subsequently becomes a party to this Agreement shall be obligated to pay its proportionate share of all of the costs of any pending proceeding and its proportionate share of any endeavors from that point forward pursuant to the cost sharing formula provided below.

Section 4. Lead Agency. Champaign will be the initial lead agency on behalf of the parties (Lead Agency). The Lead Agency designation may be rotated among the parties as agreed by the Administrative Oversight Group defined below. The Lead Agency will have the following responsibilities:

a. **Contracts for Professional Services.** The Lead Agency will prepare Requests for Proposals or bids regarding and enter into contracts for professional services, utilizing the Lead Agency's contracting procedures, for the following purposes:

1. To evaluate the Mahomet Aquifer to determine if it meets the criteria for a Sole Source Aquifer designation in accordance with the Sole Source Aquifer Program.

2. Upon a determination that the Mahomet Aquifer does meet the criteria of a Sole Source Aquifer, to file a petition and facilitate the processing and support of said petition seeking such a Sole Source Aquifer designation to the point of final decision by the U.S. EPA.
3. To appeal or contest any denial of a Petition seeking a Sole Source Aquifer designation or defend any U.S. EPA approval of a Petition seeking Sole Source Aquifer if another part contests said approval, through any available administrative or judicial means.

b. Supervision and Implementation of Contracts for Professional Services. The Lead Agency shall supervise the professional service providers in the course of performance of the aforementioned services. Such contracts will be entered into as expeditiously as possible in order to meet any applicable statutes of limitation, filing deadlines or other procedural requirements associated with the Sole Source Aquifer program. Any contractual limitations in use of the work product of service providers in these cases will be applicable to other Parties in the same manner as applied to the Lead Agency.

c. Reports. The Lead Agency will cause reports to be sent periodically to the Parties and make available copies of work produced by services purchased under this Agreement.

d. Meetings. The Lead Agency will arrange for meetings of the Administrative Oversight Group, as necessary.

e. New Parties. The Lead Agency will have authority to issue a formal written acceptance of any new party to the Agreement on behalf of all of the current Parties to the Agreement.

Section 5. Administrative Representatives.

- a. Administrative Representative Defined / General Powers. Each party to this Agreement shall designate an individual as its Administrative Representative and identify that

individual on the signature page of this Agreement. All of the named Administrative Representatives shall collectively constitute and be referred to hereinafter as the “Administrative Oversight Group”, which will have the authority to act on behalf of the parties to the Agreement in accordance with the procedures set forth in this Section 5.

- b. Each Administrative Representative identified in this Agreement will have the authority to name a replacement Administrative Representative for the party in question, or identify a temporary substitute Administrative Representative for a particular meeting of the Administrative Oversight Group, upon notice by e-mail or letter to the Administrative Representative of the Lead Agency.
- c. Vote Necessary for Specific Actions.
 1. The Administrative Oversight Group is hereby authorized to take the following actions by the affirmative vote of a majority of the current Administrative Representatives:
 - A. Name a new party as the Lead Agency, provided that the party proposed as the new Lead Agency shall vote in the affirmative for such a change.
 - B. Direct the Lead Agency to issue a request for proposals or bids for purposes of procuring professional services deemed necessary to effectively evaluate the Mahomet Aquifer for eligibility as a Sole Source Aquifer and to effectively process a petition to the U.S. EPA seeking such a designation.
 - C. Approve a contract for professional services where the cost of said services does not exceed \$20,000.00.

- D. Direct the Lead Agency to take appropriate action towards the goal of persuading additional governmental or not-for-profit organizations to participate in the activities authorized by this Agreement.
 - E. Direct the Lead Agency to take appropriate action to publicize the activities authorized by this Agreement.
 - F. Determine that a Party to this Agreement is in violation thereof, and authorize notice by the Lead Agency of such violation in accordance with the provisions of Section 8.
2. Approval by a unanimous vote of all Administrative Representatives is necessary to approve a contract for the following:
- A. Professional services for a cost that exceeds \$20,000.
 - B. Outside legal counsel.
- c. Remote Attendance, Voting at Meeting. Administrative Representatives are authorized to participate and vote at any meeting of the Administrative Oversight Group remotely by telephone or other similar electronic means of contemporaneous, remote participation that will enable that Administrative Representative to fully participate in any discussion conducted by the Group.
- d. Service of Notice of Actions or Filings. The Lead Agency shall provide each of the designated Administrative Representatives in a timely manner with copies of any notices received from the U.S. EPA regarding the processing of a Petition for a Sole Source Aquifer designation and of any materials filed in such a proceeding.

Section 6. Cost Sharing. Each Party will be proportionately liable for the costs for contractual services retained pursuant to Section 4 and the Lead Agency's administrative costs as defined below, based upon the relative sizes of each Party's population as determined by the

2010 Decennial U.S. Census, provided that for the purposes of this Agreement, the University of Illinois's liability for costs shall be calculated based on an assumption that it has the same population as Urbana. Each of the party's populations and respective share of the total costs is shown in the following table. The University of Illinois's share of the costs shall, in any event, be limited to a maximum of \$20,000.

Municipality	Population	Cost Share based upon Percentage of Total population
Normal	52,497	24.2983170
Champaign	81,055	37.5164312
Urbana	41,250	19.0926258
University of Illinois	41,250	19.0926258
Total	216,052	100

The Lead Agency shall submit a detailed bill to each Party for its share of the costs of contractual services satisfactorily rendered after Lead Agency receives an invoice identifying those services and costs thereof.

The Lead Agency will be entitled to reimbursement for its own staff time or in house resources provided to support this project at the rate of 10% of the total cost billed by professional service contractors.

Section 7. Payment. Payment for attorney and expert contractual services rendered under this Agreement will be due to the Lead Agency within forty-five (45) days following receipt by each of the participants of an itemized statement of the services performed. Such statement will describe the services rendered.

Section 8. Completion and Termination.

a. Any Party may terminate its participation in this Agreement by giving no less than forty-five (45) days' written notice of the intent to terminate this Agreement. Notice will be

considered given when deposited in the United States mail, postage prepaid, and addressed to the City or Town Manager and the City or Town Attorney of the current Lead Agency. Until otherwise provided, such notice will be given as follows:

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

City Attorney
City of Champaign
102 North Neil Street
Champaign, IL 61820

In the event a Party terminates its participation prior to making its final payment for professional services rendered, that Party will pay the Lead Agency its proportionate share of costs for all professional services performed up to the effective date of termination. The Lead Agency will notify all other Parties of the termination of a Party and recalculation of shares of the remaining Parties' costs for services rendered after the termination.

b. In the event the Administrative Oversight Group determines that a Party is in default for a violation of one or more provisions of this Agreement, it will authorize the Lead Agency to serve written notice upon the Party describing the violation(s) constituting said default and stating the intention to terminate the Agreement with respect to said Party unless said default is cured, or satisfactory arrangements are made for the cure of said default, within five days of service of said notice. In addition to any other remedies available at law, the defaulting Party will be liable to the other members for any damages sustained by them based on the default. The terminating Party will pay the Lead Agency its proportionate share of the project costs up to the point of termination.

CITY OF CHAMPAIGN, ILLINOIS

By: *Orville D. David*
City Manager

ATTEST:

Beth Williams
City Clerk

APPROVED AS TO FORM:

Joseph E. Holt
Ass. City Attorney CB 2012-051

DATE: 4.20.12

Designated Administrative Representative:

Name: Steven C. Carter, City Manager

Address: 102 N. Neil Street
Champaign, IL 61820

Phone: (217) 403-8710

E-Mail: Steve.Carter@ci.champaign.il.us

CITY OF URBANA, ILLINOIS

By: *Paul J. Furr*
Mayor

ATTEST:

Shyllis D. Clark
City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

Designated Administrative Representative:

Name: Gale Jamison, Asst. City Engineer

Address: 706 S. Glover Ave.
Urbana, IL 61802

Phone: (217) 384-2343

E-Mail: gjamison@urbana.illinois.us

TOWN OF NORMAL, ILLINOIS

By: Mark R. Peterson
Town Manager

ATTEST:

Wendell J. Buggs
Town Clerk

APPROVED AS TO FORM:

[Signature]
Town Attorney

DATE: 4-16-12

Designated Administrative Representative:

Name: Mark Peterson

Address: 100 E. Phoenix Ave
Normal, IL 61761

Phone: 309 454-2444

E-Mail: mpeterson@normal.org

TOWN OF NORMAL, ILLINOIS

By: _____
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

DATE: _____

Designated Administrative Representative:

Name: _____

Address: _____

Phone: _____

E-Mail: _____

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Walter K. Knorr
Walter K. Knorr, Comptroller

APPROVED AS TO FORM:

Shirley A. ...
University Counsel

DATE: 4-19-12

Designated Administrative Representative:

Name: Michael DeLorenzo

Address: 316 Swanlund Administration Building
601 East John Street
Champaign, IL 61820

Phone: (217) 333-4238

E-Mail: michaeld@illinois.edu

**AGREEMENT TO BECOME AN ADDITIONAL PARTY TO
INTERGOVERNMENTAL AGREEMENT TO PETITION U.S. EPA TO DESIGNATE
THE MAHOMET AQUIFER AS SOLE SOURCE AQUIFER**

WHEREAS, the County Board for Champaign County, Illinois, hereinafter referred to as “Champaign County” or the “County”, at its regularly scheduled County Board meeting on [insert date] , formally authorized the County to become a new Party to an Intergovernmental Agreement between the Cities of Champaign and Urbana, Illinois, the Town of Normal, Illinois and the Board of Trustees of the University of Illinois at Champaign/Urbana, a copy of which is attached hereto and incorporated by reference herein as the “Intergovernmental Agreement”, for the purposes of sharing the costs of petitioning the U.S. EPA for a Sole Source Aquifer designation for the Mahomet Aquifer, hereinafter referred to as the “Project”; and

WHEREAS, the Villages of Savoy, Illinois, Mansfield, Illinois, and Mahomet, Illinois, and the Cities of Delavan, Illinois and Gilman, Illinois have previously joined as a new Parties to said Intergovernmental Agreement; and

WHEREAS, the County’s acceptance as a new Party is contingent upon the County’s agreement to be bound by all of the terms and conditions of said Intergovernmental Agreement, subject to a recalculation of the respective parties’ shares of the costs of the Project.

NOW THEREFORE, in consideration of the forgoing recitals and those recitals contained in the Intergovernmental Agreement, Champaign County hereby agrees to become a new Party to the Intergovernmental Agreement, and thereby agree to all of the terms and conditions of the Intergovernmental Agreement, subject to the recalculation of the cost share formula set forth in Section 6 of the Intergovernmental Agreement to include the County’s population of persons according to the 2010 U.S. Census, excluding the population of Champaign County municipalities who are already parties to the Agreement, according to the table on the following page.

Municipality	Population	Cost Share of Consultant Costs based upon % of Total population	Cost share of 10% Administrative Fee based upon % of Total population excluding lead agency (218,340)
Normal	52,497	17.5344%	24.0437%
Champaign	81,055	27.0729%	[lead agency]
Urbana	41,250	13.7778%	18.8925%
University of Illinois	41,250	13.7778%	18.8925%
Savoy	7,280	2.4316%	3.3343%
Mansfield	1,076	0.3594%	0.4928%
Delavan	1,677	0.5601%	0.7681%
Gilman	1,814	0.6059%	0.8308%
Mahomet	7,258	2.4242%	3.3242%
Rest of Champaign County	64,238	21.4559%	29.4212%
Total	299,395	100%	100%

<p>CHAMPAIGN COUNTY, ILLINOIS</p> <p>By: _____</p> <p>ATTEST:</p> <p>_____</p> <p>City Clerk</p> <p>APPROVED AS TO FORM</p> <p>_____</p> <p>Assistant State's Attorney</p> <p>DATE: _____</p> <p>Administrative Representative:</p> <p>[insert name, address phone number and e-mail address]</p>	<p>ACCEPTANCE BY LEAD AGENCY CITY OF CHAMPAIGN, ILLINOIS</p> <p>By: _____</p> <p>ATTEST:</p> <p>_____</p> <p>City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p> <p>DATE: _____</p>
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**Cost Share Table for All Phases
(Includes 10 entities)**

Layne Hydro 3 Phase Proposal Dated June 1, 2012 (\$54,250) plus \$10,000 for Public Outreach

Municipality	Population	Cost Share % of consultant costs based upon % of Total population	Cost Share of not-to-exceed \$64,250 - All phases	Cost Share percentage of not-to-exceed \$6,425 administrative fee- from total population of non-lead agencies	Cost Share of not-to-exceed \$6,425 administrative fee
Lead Agency					
Champaign	81,055	27.0729%	\$ 17,394.36	(lead agency)	(lead agency)
Non-Lead Agencies					
Normal	52,497	17.5344%	\$ 11,265.83	24.04369%	\$ 1,544.81
Urbana	41,250	13.7778%	\$ 8,852.23	18.89255%	\$ 1,213.85
University of Illino	41,250	13.7778%	\$ 8,852.23	18.89255%	\$ 1,213.85
Savoy	7,280	2.4316%	\$ 1,562.28	3.33425%	\$ 214.23
Mansfield	1,076	0.3594%	\$ 230.91	0.49281%	\$ 31.66
Delavan	1,677	0.5601%	\$ 359.88	0.76807%	\$ 49.35
Mahomet	7,258	2.4242%	\$ 1,557.56	3.32417%	\$ 213.58
Gilman	1,814	0.6059%	\$ 389.28	0.83081%	\$ 53.38
Champaign County	64,238	21.4559%	\$ 13,785.44	29.42109%	1890.3048
Total Non-Lead Agencies' Population	218,340				
GRAND TOTALS*	299,395	100%	\$ 64,250.00	100%	\$ 6,425.00

FY2012 General Corporate Fund Revenue Projection Report

December 11, 2012

SIGNIFICANT REVENUE LINE ITEMS/CATEGORIES	FY2011 YTD 11/30/2011	FY2011 ACTUAL Received	FY2012 BUDGET 12/1/2011	FY2012 Actual 11/30/2012	Projected % to be Received	Projected \$\$ to be Received	\$ Difference to Original Budget
PROPERTY TAXES (CURRENT)	\$8,069,033	\$8,069,033	\$8,285,724	\$8,255,678	100%	\$8,285,724	\$0
PROPERTY TAXES (ESCROW)	\$0	\$0	\$0	\$0	0%	\$0	\$0
PROPERTY TAXES (BACK)	\$0	\$3,010	\$5,200	\$0	100%	\$5,200	\$0
MOBILE HOME TAXES	\$8,411	\$8,814	\$8,500	\$8,492	100%	\$8,492	-\$8
PAYMENT IN LIEU OF TAXES	\$1,287	\$4,929	\$4,500	\$1,345	30%	\$1,345	-\$3,155
COUNTY HOTEL/MOTEL TAX	\$19,833	\$22,232	\$25,000	\$23,578	104%	\$25,977	\$977
COUNTY AUTO RENTAL TAX	\$17,719	\$19,140	\$15,000	\$27,575	193%	\$28,996	\$13,996
PENALTIES ON TAXES	\$672,619	\$678,071	\$674,000	\$689,013	102%	\$689,013	\$15,013
BUSINESS LICENSES & PERMITS	\$40,495	\$40,495	\$33,500	\$37,364	112%	\$37,364	\$3,864
NON-BUSINESS LIC. & PERMITS	\$813,776	\$821,218	\$1,326,500	\$1,392,550	106%	\$1,403,766	\$77,266
FEDERAL GRANTS	\$533,208	\$594,999	\$456,477	\$369,639	102%	\$464,802	\$8,325
STATE GRANTS	\$204,649	\$218,090	\$213,911	\$195,282	100%	\$213,911	\$0
STATE SHARED REVENUE							
CORP. PERS. PROP. REPL. TAX	\$706,781	\$736,887	\$832,000	\$688,933	89%	\$738,464	-\$93,536
1% SALES TAX (UNINCORPOR.)	\$1,008,567	\$1,102,692	\$1,138,484	\$969,285	93%	\$1,063,526	-\$74,958
1/4% SALES TAX (ALL COUNTY)	\$4,576,969	\$5,009,241	\$5,145,952	\$4,719,378	100%	\$5,157,390	\$11,438
USE TAX	\$447,942	\$478,219	\$509,294	\$451,958	100%	\$508,553	-\$741
INHERITANCE TAX	\$161	\$32,698	\$165,709	\$328,274	198%	\$328,274	\$162,565
STATE REIMBURSEMENT	\$1,324,767	\$1,860,082	\$1,296,033	\$674,604	58%	\$754,078	-\$541,955
SALARY REIMBURSEMENT	\$225,916	\$228,813	\$293,360	\$402,685	140%	\$409,728	\$116,368
STATE REV./SALARY STIPENDS	\$38,900	\$38,900	\$44,628	\$48,500	109%	\$48,500	\$3,872
INCOME TAX	\$2,541,797	\$2,713,396	\$2,639,433	\$2,777,689	112%	\$2,948,018	\$308,585
ILETSB POLICE TRAINING REIMB	\$0	\$0	\$17,000	\$20,365	120%	\$20,365	\$3,365
OFF-TRACK BETTING	\$37,377	\$41,142	\$55,000	\$43,720	100%	\$56,404	\$1,404
LOCAL GOVERNMENT REVENUE	\$580,416	\$592,188	\$521,281	\$569,615	112%	\$581,387	\$60,106
LOCAL GOVERNMENT REIMBURSE.	\$491,012	\$525,618	\$486,600	\$526,236	115%	\$560,843	\$74,243
GENERAL GOVERNMENT	\$3,692,071	\$4,048,232	\$4,433,950	\$3,741,790	91%	\$4,056,519	-\$377,431
FINES	\$845,181	\$906,733	\$1,065,000	\$928,039	95%	\$1,007,445	-\$57,555
FORFEITURES	\$18,659	\$53,034	\$25,000	\$14,220	214%	\$53,418	\$28,418
INTEREST EARNINGS	\$15,043	\$21,194	\$19,500	\$12,257	80%	\$15,599	-\$3,901
RENTS & ROYALTIES	\$994,506	\$1,007,936	\$631,623	\$570,114	92%	\$579,279	-\$52,344
GIFTS & DONATIONS	\$21,444	\$21,444	\$7,500	\$12,687	169%	\$12,687	\$5,187
OTHR FIN. SOURCES--FIX. ASSETS	\$15,922	\$15,922	\$8,000	\$24,454	315%	\$25,170	\$17,170
OTHR. MISC. REVENUE	\$73,544	\$79,011	\$67,508	\$90,630	140%	\$94,443	\$26,935
INTERFUND TRANSFERS	\$1,232,272	\$1,433,309	\$1,476,736	\$1,136,265	100%	\$1,476,736	\$0
INTERFUND REIMBURSEMENTS	\$131,718	\$456,061	\$418,331	\$133,461	100%	\$418,331	\$0
OTHER FINANCING SOURCES							
TOTALS	\$29,401,993	\$31,882,783	\$32,346,234	\$29,885,677	99%	\$32,079,746	-\$266,488

FY2012 General Corporate Fund Expenditure Projection Report

SIGNIFICANT EXPENDITURE LINE ITEMS/CATEGORIES	FY2011 YTD 11/30/2011	FY2011 ACTUAL 12/31/2011	FY2012 BUDGET 12/1/2011	FY2012 YTD 11/30/2012	Projected % TO BE SPENT	Projected \$ to be SPENT	\$ Difference to Original BUDGET (+/-)
PERSONNEL							
Regular Salaries & Wages	\$12,557,546	\$12,478,798	\$12,925,173	\$12,557,546	99.05%	\$12,801,857	-\$123,316
SLEP Salaries	\$6,817,404	\$6,771,176	\$6,978,464	\$6,817,404	99.59%	\$6,950,038	-\$28,426
SLEP Overtime	\$369,352	\$391,223	\$378,676	\$369,352	99.44%	\$376,538	-\$2,138
Fringe Benefits	\$2,617,578	\$2,623,967	\$2,653,214	\$2,617,548	98.66%	\$2,617,548	-\$35,666
COMMODITIES							
Postage	\$236,892	\$230,619	\$242,773	\$236,892	97.58%	\$236,892	-\$5,881
Purchase Document Stamps	\$870,000	\$500,925	\$870,000	\$870,000	100.00%	\$870,000	\$0
Gasoline & Oil	\$218,450	\$225,469	\$255,067	\$218,450	93.72%	\$239,050	-\$16,017
All Other Commodities	\$572,082	\$613,044	\$658,182	\$572,082	97.09%	\$639,033	-\$19,149
SERVICES							
Gas Service	\$258,591	\$355,604	\$396,500	\$258,591	75.91%	\$300,995	-\$95,505
Electric Service	\$811,673	\$863,826	\$896,500	\$811,673	97.22%	\$871,576	-\$24,924
Medical/Professional Services	\$963,814	\$1,029,512	\$1,092,756	\$963,814	95.99%	\$1,048,943	-\$43,813
All Other Services	\$3,372,889	\$3,565,621	\$3,802,739	\$3,372,889	97.11%	\$3,692,897	-\$109,842
CAPITAL							
Vehicles	\$45,852	\$182,942	\$305,614	\$45,852	67.36%	\$205,852	-\$99,762
All Other Capital	\$20,357	\$121,920	\$109,127	\$20,357	100.00%	\$109,127	\$0
TRANSFERS							
To Capital Improvement Fund	\$0	\$123,028	\$86,884	\$0	100.00%	\$86,884	\$0
All Other Transfers	\$97,205	\$175,133	\$170,096	\$97,205	100.00%	\$170,096	\$0
DEBT REPAYMENT							
	\$393,050	\$393,050	\$549,556	\$545,181	100.00%	\$549,556	\$0
TOTAL	\$30,222,736	\$30,645,858	\$32,371,321	\$30,374,837	98.13%	\$31,766,882	-\$604,439

FY2012 General Corporate Fund Projection Summary Report

FUND BALANCE 11/30/11	\$4,136,581		<i>Fund Balance Less Loan</i>
BEGINNING FUND BALANCE % OF BUDGET -	13.06%		\$3,803,454 12.01%
ADD FY2012 REVENUE	Budgeted	Projected	
LESS FY2012 EXPENDITURE	\$32,346,234	\$32,079,746	
	\$32,371,321	\$31,766,882	
Revenue to Expenditure Difference	-\$25,087	\$312,864	
FUND BALANCE PROJECTION - 11/30/12	\$4,111,494	\$4,449,445	
% OF 2012 Expenditure Budget	12.70%	14.01%	
Outstanding Loan to Nursing Home	-\$333,127	-\$333,127	
Unreserved Fund Balance Projection - 11/30/12	\$3,778,367	\$4,116,318	
% of FY2012 Budget	11.67%	12.96%	

GENERAL CORPORATE FUND - FY2012 BUDGET CHANGE REPORT

General Corporate Fund Original Budget As Of: 12/1/2011

Expenditure \$31,660,183

Revenue \$31,551,692

Revenue/Expenditure Difference (\$108,491)

General Corporate Fund Budget As Of: 12/1/2012

Expenditure \$32,371,321

Revenue \$32,346,234

% Inc/Dec

% Inc/Dec

2.25%

2.52%

Revenue/Exp. (\$25,087)

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 RHP 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
State's Attorney	State's Attorney Move	\$3,540	\$0	-\$3,540
Coroner	Salary Stipend	\$2,387	\$2,387	\$0
Coroner	Salary Stipend	\$1,513	\$1,513	\$0
County Clerk	Benefits Payout	\$2,686	\$0	-\$2,686
County Clerk	Election Assistance Reimbursement	\$13,273	\$13,273	\$0
TOTAL		\$711,138	\$794,542	\$93,545

Changes Attributable to Recurring Costs \$611,265

\$766,678

\$155,413

Changes Attributable to 1-Time Expenses \$99,873

\$27,864

(\$72,009)

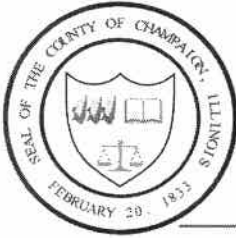
FOR COUNTY BOARD APPROVAL
12/20/12

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
GOODS PURCHASED BY EMPLOYEE WITH TAX INCLUDED						
Child Support Serv Fnd	617-030-522.02	VR#617-015	11/21/12	Microwave, refrigerator 11/19 for 263.84 plus tax of \$21.11	Linda Frank	21.11 (tax)
FY13 EXPENSES CHARGED ON CREDIT CARD BEFORE BUDGET APPROVED						
** Regional Planning Com	075-733-533.95	VR#029-066	12/04/12	Fred Pryor registration fee 11/6	Visa Cardmember Service	\$ 147.00
** Regional Planning Com	075-733-533.95	VR#029-066	12/04/12	Amtrak charge 10/29 for 12/5-7	Visa Cardmember Service	\$ 28.00
CREDIT CARD BILL PAID WITHOUT RECEIPTS						
** Regional Planning Com	075-733-522.15	VR#029-2301	12/04/12	Shell gas 11/1	Visa Cardmember Service	\$ 43.25
FY2011 EXPENDITURES PAID IN FY2012						
** Circuit Court	080-031-533.03	VR#031-394	11/15/12	Attorney fees 11/16-30/11	Thomas, Mamer, & Haughey	\$ 10.00
** Nursing Home	081-430-533.06	VR#044-3012	11/07/12	Medical director charge Nov'11	Carle Physician Group	\$ 1,600.00

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

** Paid- For Information Only



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: Chris Alix, Deputy Chair of Finance and Champaign County Board Committee of the Whole

FROM: Deb Busey, County Administrator

DATE: December 5, 2012

RE: Corrections FOP Contract – 12/1/2012 through 11/30/2015

The Collective Bargaining Agreement Among the Champaign County Board, the Sheriff of Champaign County and the Illinois Fraternal Order of Police Labor Council Champaign County Office of the Sheriff Corrections Division for the period from December 1, 2012 through November 30, 2015 has been successfully negotiated, and will be presented to the County Board for approval at your meeting on December 20, 2012. In preparation for your vote of approval, please be advised of the following economic highlights that were successfully negotiated and are included in the Agreement.

WAGES and BENEFITS:

The Agreement allows for a 1% adjustment to the Corrections Wage Scale in FY2013 and FY2014 with a wage reopener for FY2015 to be negotiated 60-90 days before the beginning of FY2015.

The Agreement requires all employees to pay \$10/month toward their health insurance premium, and to pay for the additional difference between single and dependent coverage for the dependent coverage plan in which they enroll.

The Agreement requires the County to pay a one-time contract signing stipend to all current employees on the date of ratification. This stipend is offered in exchange for the FOP Agreement that all future employees hired into this bargaining unit after January 1, 2013 will be enrolled in the Regular IMRF pension plan instead of in the SLEP (Sheriff's Law Enforcement Personnel) IMRF pension plan.

The economic terms as stated here have been negotiated in compliance with authority granted by the County Board.

RECOMMENDATION:

On behalf of the County's Negotiating Committee, I request your approval of the terms for the Collective Bargaining Agreement, to be forwarded to the County Board for final approval on December 20, 2012.

xc: County FOP Corrections Negotiating Team

RESOLUTION NO.

RESOLUTION ESTABLISHING THAT CHAMPAIGN COUNTY CORRECTIONS OFFICERS HIRED AFTER JANUARY 1, 2013 ARE INELIGIBLE FOR PARTICIPATION IN THE ILLINOIS MUNICIPAL RETIREMENT FUND AS SHERIFF'S LAW ENFORCEMENT PERSONNEL

WHEREAS, pursuant to 40 ILCS 5/7-101 et seq., the Illinois Pension Code provides certain county employees benefits through the "Illinois Municipal Retirement Fund" ("IMRF"); and

WHEREAS, the Illinois Pension Code at 40 ILCS 5/7-109.3 defines certain sheriff's employees as "Sheriff's Law Enforcement Personnel" ("SLEP") for purposes of administering IMRF; and

WHEREAS, the Illinois Pension Code, at 40 ILCS 5/7-142.1, establishes different contributions and benefits for SLEP participants; and

WHEREAS, currently employed Corrections Officers are enrolled in IMRF as SLEP participants; and

WHEREAS, the Champaign County Board, the Champaign County Sheriff, and Champaign County Corrections Officers, represented by the Fraternal Order of Police Illini Lodge No. 17, met and negotiated and in good faith agreed that employees hired as Corrections Officers on or after January 1, 2013 would not eligible for enrollment in IMRF as Sheriff's Law Enforcement Personnel;

WHEREAS, Corrections Officers hired on or after January 1, 2013 shall be eligible to participate in IMRF in accordance with the Pension Code;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that employees hired by the Champaign County Sheriff's Office in the position of Corrections Officer or any successor position on or after January 1, 2013 are determined not to be Sheriff's Law Enforcement Personnel as defined in the Pension Code for purposes of administering the Pension Code.

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of December, A.D. 2012.

Alan Kurtz, Chair
Champaign County Board

ATTEST:

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