

CHAMPAIGN COUNTY BOARD COMMITTEE OF THE WHOLE
Justice & Social Services/Policy, Personnel, & Appointments/Finance Agenda
County of Champaign, Urbana, Illinois
Tuesday, March 12, 2013 – 6:00 p.m.

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

- I. Call To Order**
- II. Roll Call**
- III. Approval of Minutes**
A. Committee of the Whole Minutes – February 12, 2013 1-7
- IV. Approval of Agenda/Addenda**
- V. Public Participation**
- VI. Communications**
- VII. Policy, Personnel, & Appointments:**
- A. Appointments/Reappointments
1. Sheriff's Merit Commission – Resignation of Kelly Griffith Effective March 20, 2013 8
(for information only)
2. Sheriff's Merit Commission – Unexpired Term Ending 11/30/2015 9-10
Applicant:
• Sami Anderson
- B. County Clerk
1. February 2013 Report 11
- C. Developmental Disabilities Board
1. Memorandum Regarding Statute Revisions – (55 ILCS 105/) County Care for Persons with 12-13
Developmental Disabilities Act
- a. Statutory Authority for DD Board Appointments 14-15
- b. CCDDDB By-Laws, Section Regarding Board Membership 16
- D. Nursing Home Board of Directors
1. Recommended Amendments to the By-Laws of the Board of Directors-Champaign County 17-27
Nursing Home
2. Recommended Amendments to the Champaign County Nursing Home Board of Directors 28-46
Policy Book
- E. County Administrator
1. Administrative Services Monthly Report – February 2013 47-49
- F. Other Business

G. Chair’s Report

1. State Legislative Action Regarding Drones

H. Semi-Annual Review of Closed Session Minutes

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

VIII. Finance:

A. Treasurer

1. Monthly Reports – February 2013 - Reports are available on the Treasurer’s webpage at <http://www.co.champaign.il.us/TREAS/reports.htm>

2. Resolution Authorizing the Disbursement of Funds on Defaulted Contract for Mobile Home Tax Sale, Permanent Parcel #29-050-0042 50

3. Resolution Authorizing the Disbursement of Funds on Defaulted Contract for Mobile Home Tax Sale, Permanent Parcel #30-058-0227 51

B. Auditor

1. Monthly Reports – February 2013_ - Reports are available on the Auditor’s webpage at <http://www.co.champaign.il.us/auditor/monthlyreports.htm>

C. Nursing Home Monthly Report 52-64

D. Budget Amendments/Transfers

1. Budget Transfer #13-00001 65
Fund/Dept: 080 General Corporate-075 General County, 140 Correctional Center
Total Amount: \$33,427

Reason: To Transfer Funds to Appropriate General Corporate Fund Department Line Item to Cover Cost of FY2013 Negotiated FOP Bargaining Unit Wage Increases

2. Budget Amendment #13-00016 66

Fund/Dept: 080 General Corporate-140 Correctional Center

Increased Appropriations: \$141,000

Increased Revenue: None: from Fund Balance

Reason: Money Needed to Cover Cost of Signing Bonus Per Settlement of FOP Bargaining Unit for FY2013

E. Probation & Court Services

1. Request Approval to Apply for U.S. Department of Justice: Bureau of Justice Assistance- Justice and Mental Health Collaboration Program Grant 67

F. Regional Planning Commission

1. Request Approval of Agreement Regarding Provision of Recycling and/or Refurbishing Services for 2013 Countywide Residential Electronics Collection Event 68-77

2. Request Approval of Lease Agreement for 2013 Countywide Residential Electronics Collection Events 78-85

G. County Administrator

1. General Corporate Fund FY2013 Budget Report *(to be distributed)*
2. General Corporate Fund FY2013 Budget Change Report *(to be distributed)*
3. Recommendation Regarding the General Corporate Fund Hiring Freeze 86-94
4. Recommendation for Change in County Fiscal Year 95-97
5. Recommendation for Market Adjustment for Skilled Trades Classification 98-99

H. Chair's Report

I. Semi-Annual Review of Closed Session Minutes

J. Designation of Items to be Placed on the Consent Agenda

IX. Justice & Social Services:

A. Monthly Reports – All reports are available on each department's webpage through the department reports page at: <http://www.co.champaign.il.us/COUNTYBD/deptrpts.htm>

1. Animal Control – January 2013
2. Emergency Management Agency – February 2013
3. Head Start – February 2013
4. Probation & Court Services – January 2013 and 2012 Fourth Quarter Statistical Report
5. Public Defender – January 2012
6. Veterans' Assistance Commission – February 2013

B. Other Business

C. Chair's Report

D. Semi-Annual Review of Closed Session Minutes

X. Other Business

- A. *Closed Session pursuant to 5 ILCS 120/2 (c) (11) to consider litigation which is probable or imminent against Champaign County

XI. Adjournment

1 **CHAMPAIGN COUNTY BOARD**
2 **COMMITTEE OF THE WHOLE MINUTES**
3

4
5 **Finance/ Justice & Social Services/Policy, Personnel, & Appointments**
6 **Tuesday, February 12, 2013**
7 **Lyle Shields Meeting Room**
8

9 **MEMBERS PRESENT:** Christopher Alix, Astrid Berkson, Lloyd Carter, Lorraine
10 Cowart, Aaron Esry, Stan Harper, Josh Hartke, Stan James, John
11 Jay, Alan Kurtz, Ralph Langenheim, Gary Maxwell, Jim
12 McGuire, Diane Michaels, Max Mitchell, Pattsie Petrie, Michael
13 Richards, Giraldo Rosales, Jon Schroeder, Rachel Schwartz
14

15 **MEMBERS ABSENT:** Jeff Kibler, James Quisenberry
16

17 **OTHERS PRESENT:** Katie Blakeman (Circuit Clerk), Deb Busey (County
18 Administrator), John Farney (Auditor), John Malachowski
19 (Gallagher Benefit Services, Inc.), Susan Monte (Regional
20 Planning Commission), Cameron Moore (RPC Director), Duane
21 Northrup (Coroner), Kay Rhodes (Administrative Assistant),
22 Peter Tracy (MHB/DDB Director), Dan Welch (Treasurer)
23

24 **CALL TO ORDER**
25

26 Kurtz called the meeting to order at 6:01 p.m.
27

28 **ROLL CALL**
29

30 Rhodes called the roll. Alix, Berkson, Carter, Cowart, Esry, Harper, Hartke, James, Jay,
31 Langenheim, Maxwell, McGuire, Michaels, Mitchell, Petrie, Richards, Rosales, Schroeder,
32 Schwartz, and Kurtz were present at the time of roll call, establishing the presence of a
33 quorum.
34

35 **APPROVAL OF MINUTES**
36

37 **MOTION** by Mitchell to approve the January 15, 2013 Committee of the Whole
38 minutes; seconded by James. **Motion carried with unanimous support.**
39

40 **APPROVAL OF AGENDA/ADDENDA**
41

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

48 **PUBLIC PARTICIPATION**

49

50 Bill Brown, Dianna Visek, Brian Dolinar, and Linda Turnbull spoke regarding the use
51 of drones. C. P. Weibel spoke about the Nursing Home and selection of MPA as management.
52 Duane Northrup spoke regarding the submission of Coroner reports to the County Board.

53

54 **COMMUNICATIONS**

55

56 Kurtz announced that he met with Congressmen Rodney Davis and discussed many
57 Champaign County issues with him. Kurtz stated he would meet with him on a regular basis.

58

59 **POLICY, PERSONNEL, & APPOINTMENTS**

60 **Appointments/Reappointments**

61

62 **MOTION** by Kurtz to recommend County Board approval of the appointment of
63 Heather Tucker to the Lincoln Legacy Committee term 3/1/2013-2/29/2016; seconded by
64 Michaels. Petrie asked where information for the budget could be found. Langenheim said the
65 committee was financed with public contributions. Michaels said the Chair of the Committee
66 was Barbara Wysocki. Schroeder said committee information could be found on the Forest
67 Preserve website. **Motion carried with unanimous support.**

68

69 **MOTION** by Kurtz to recommend County Board approval of the appointment of
70 Cedric Jones to the Community Action Board, term 2/22/2013-12/31/2016; seconded by
71 Cowart. **Motion carried with unanimous support.**

72

73 **MOTION** by Kurtz to recommend County Board approval of the appointment of
74 Steven Hawthorne to the Sangamon Drummer Drainage District for an unexpired term ending
75 8/31/2015; seconded by Jay. **Motion carried with unanimous support.**

76

77 **County Clerk**

78

79 **MOTION** by Esry to receive the January 2013 report and place on file; seconded by
80 James. **Motion carried with unanimous support.**

81

82 **Regional Planning Commission**

83

84 **MOTION** by James to recommend County Board approval of an Ordinance amending
85 Ordinance No. 635, establishing procedures for grant application, consideration, acceptance,
86 and renewal/extension; seconded by Esry. Alix asked if RPC could present a quarterly
87 summary of the Grants applied for and received for County Board information. Moore agreed.
88 **Motion carried with unanimous support.**

89

90

91

92

93

94 Developmental Disabilities Board

95
96 **MOTION** by Langenheim to increase the size of the Developmental Disabilities Board
97 from three to five members; seconded by Cowart. Petrie supported the increase from three
98 members to five members. Kurtz said the DDB had worked very well with the current number
99 of members. He said no other county in the state had increased their DDB except Peoria
100 County. Mitchell and Jay agreed that it was not necessary to increase the number of members
101 of the DDB. Richards agreed the DDB was working fine but if the Board wanted to move
102 forward, he suggested the item be deferred to allow more time to reflect. Maxwell felt the DDB
103 should be allowed time to work out issues on their own.

104
105 **MOTION to Defer** item by Richards until the March Committee of the Whole
106 meeting; seconded by Hartke. **Motion to defer carried.**

107
108 Board of Review

109
110 **MOTION** by Mitchell to receive the Board of Review Annual Report and place on file;
111 seconded by James. **Motion carried with unanimous support.**

112
113 Sheriff

114
115 **MOTION** by Esry to recommend County Board approval of resolution regarding the
116 Champaign County Sheriff's Merit Commission; seconded by Kurtz. Busey explained that
117 State Law had changed since Resolution No. 506 was created and the Merit Commission was
118 now allowed to create its own rules and this resolution rescinds Resolution No. 506. **Motion**
119 **carried.**

120
121 County Administrator

122
123 **MOTION** by James to receive the Administrative Services January 2013 report and
124 place on file; seconded by Esry. **Motion carried with unanimous support.**

125
126 **MOTION** by Kurtz to recommend County Board approval of a resolution authorizing a
127 one-year renewal agreement with Gallagher Benefits Services; seconded by Berkson. Busey
128 said the fee had increased from \$40,000 to \$50,000 however; this was still \$27,000 less than
129 the County had paid the previous broker in 2010. Schwartz was still concerned about the
130 twenty-five percent increase. She understood that it would be more work in the beginning to
131 set up a new client, but felt that the work now would have decreased. Busey explained the
132 volume of work did not decrease. It was the same amount each year. Malachowski explained
133 the scope of services had expanded. Berkson said Malachowski had done an excellent job for
134 the County.

135
136 **MOTION to Defer** item by Petrie to allow for further negotiation of the renewal
137 agreement; seconded by Carter. Schwartz asked who would perform the negotiations. Petrie
138 expected that Busey would negotiate. Kurtz did not believe the renewal agreement should be
139 deferred. He stated this company had done an excellent job for the County and did not see any

140 benefit in deferring. Busey explained that she had negotiated the renewal agreement as
141 presented. She explained there would not be enough time to perform another RFP and selection
142 if an agreement was not reached. **Motion to defer failed. Original motion carried.**

143
144 **MOTION** by James to approve the review of GIS Consortium positions by the Job
145 Content Evaluation Committee; seconded by Kurtz. **Motion carried with unanimous**
146 **support.**

147
148 **MOTION** by Langenheim to recommend County Board approval of recommendation
149 regarding supervision of Champaign County EMA by the Sheriff; seconded by Richards.
150 Richards supported this because it makes the most sense at this time and if the Board wanted to
151 change the responsibility in the future, they could. Petrie was concerned that the County Board
152 would no longer have oversight of this agency. She also wanted to see how this responsibility
153 would fit into the Sheriff's organizational chart.

154
155 Richards pointed out that the County Board Chair would remain the Chief Executive
156 Officer. Cowart asked how the Sheriff would fit this in along with the other responsibilities
157 when he was already short-staffed.

158
159 Busey explained that once she learned that Mr. Carlson would be exiting the County,
160 she asked the Sheriff if he would consider stepping in as the Interim EMA Coordinator because
161 the County cannot operate without one. Busey said she then met with former EMA Coordinator
162 and the Sheriff to discuss the structure and operations of EMA. Busey said it became clear that
163 the style of management and the knowledge base of the Sheriff's command staff were in a
164 much better position to provide advice, consultation, oversight and supervision to EMA than
165 herself, the County Administrator. She explained this responsibility currently lies with the
166 County Administrator. Busey said the only item that would change is that EMA staff would
167 now be under the supervision of the Sheriff's command staff instead of the County
168 Administrator.

169
170 Alix stated he was initially skeptical about this however, if this does not work then the
171 County Board can remove the responsibility from the Sheriff. Alix added that other agencies
172 such as the U of I Police and the City of Urbana Police were in agreement with the idea and so
173 he agreed as well. **Motion carried.**

174
175 **MOTION** by James to recommend to the Finance Committee approval of classification
176 of the Circuit Clerk Executive Assistant to the Circuit Clerk position to Grade Range G;
177 seconded by Langenheim. **Motion carried with unanimous support.**

178
179 Other Business

180 Amended 2013 County Board Calendar of Meetings
181 County Board Rule 8 Proposed Change

182
183 **MOTION** by Mitchell to recommend County Board approval of resolution amending
184 the 2013 County Board Calendar of Meetings; seconded by Kurtz.

185

Committee of the Whole
Finance; Justice & Social Services; Policy, Personnel, & Appointments Minutes
Tuesday, February 12, 2013
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186 **MOTION** by Richards to amend the 2013 County Board Calendar of Meetings by
187 scheduling the Committee of the Whole meetings for 6:30 p.m.; seconded by Petrie.
188 Discussion followed. **Motion to amend failed. Original motion carried.**

189
190 **MOTION** by Petrie to recommend County Board approval of proposed change to
191 County Board Rule 8; seconded by Schwartz. Discussion followed. **Motion failed.**

192
193 Chair's Report

194
195 There was no Chair's Report.

196
197 Designation of Items for the County Board Consent Agenda

198
199 Items A1-2, 4; C1; H1

200
201 *The Committee of the Whole took a ten-minute recess at 7:51 p.m.*

202
203 FINANCE

204 Treasurer

205
206 **MOTION** by James to receive the Treasurer's January 2013 report and place on file;
207 seconded by Esry. **Motion carried with unanimous support.**

208
209 **MOTION** by Michaels to recommend County Board approval of a resolution
210 authorizing the County Board Chair to assign Mobile Home Tax Sale Certificate of Purchase
211 for permanent parcel number 30-060-0043; seconded by Berkson. **Motion carried with**
212 **unanimous support.**

213
214 Auditor

215
216 **MOTION** by Hartke to receive the Auditor's January 2013 report and place on file;
217 seconded by Petrie. **Motion carried with unanimous support.**

218
219 Nursing Home Monthly Report

220
221 **MOTION** by Hartke to receive the Nursing Home monthly report and place on file;
222 seconded by Carter. Schwartz said it would be helpful to include the same memo that goes to
223 the Nursing Home Board of Directors with the monthly report to the Committee of the Whole
224 for information. **Motion carried with unanimous support.**

225
226 Budget Amendments/Transfers

227
228 **MOTION** by Mitchell to recommend County Board approval of **Budget Amendment**
229 **#13-00012** for Fund/Dept. 091 Animal Control-047 Animal Control Administration with
230 increased appropriations of \$5,000 and no increased revenue: from Fund Balance to add
231 postage line; seconded by Rosales. **Motion carried with unanimous support.**

232 **MOTION** by Harper to recommend County Board approval of **Budget Amendment**
233 **#13-00014** for Fund/Dept: 614 Recorders Automation Fund-023 Recorder with increased
234 appropriations of \$700 and increased revenue of \$700 to cover rates for unemployment
235 insurance; seconded by McGuire. **Motion carried with unanimous support.**

236
237 Children’s Advocacy Center

238
239 **OMNIBUS MOTION** by Jay to recommend County Board approval of the application
240 for FY2014 grant funding from the Champaign County Mental Health Board and the
241 application for renewal of Violent Crime Victims Assistance Grant from the Illinois Attorney
242 General for the Children’s Advocacy Center; seconded by Michaels. **Motion carried with**
243 **unanimous support.**

244
245 State’s Attorney

246
247 **MOTION** by Esry to recommend County Board approval of the Renewal of Violent
248 Crime Victims Assistance Grant from the Illinois Attorney General for the State’s Attorney;
249 seconded by Maxwell. **Motion carried with unanimous support.**

250
251 Facilities Director

252
253 **MOTION** by Langenheim to approve waiver to hiring freeze for the Skilled Trades
254 Worker vacancy; seconded by James. **Motion carried with unanimous support.**

255
256 County Administrator

257
258 **MOTION** by Mitchell to receive the General Corporate Fund FY2013 Budget
259 Projection and Change Reports and place on file; seconded by Cowart. **Motion carried with**
260 **unanimous support.**

261
262 **MOTION** by Esry to recommend County Board approval of resolution for the
263 abatement and reduction of taxes heretofore levied for the payment of bonds; seconded by
264 Cowart. **Motion carried with unanimous support.**

265
266 **MOTION** by Jay to recommend County Board approval of resolution authorizing loan
267 to the General Corporate Fund from the Public Safety Sales Tax Fund; seconded by James.
268 **Motion carried with unanimous support.**

269
270 **MOTION** by Mitchell to recommend County Board approval of classification of the
271 Executive Assistant to the Circuit Clerk position to Grade Range G; seconded by Michaels.
272 **Motion carried with unanimous support.**

273
274 **MOTION** by Hartke to recommend County Board approval of an amendment to the
275 General Corporate Fund Budget of \$333,142 to be transferred to the Nursing Home from the
276 General Corporate Fund in FY2013, to make permanent the grant of these funds from the
277 General Corporate Fund to the Nursing Home; seconded by Schwartz. **Motion carried.**

Committee of the Whole
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278 Chair's Report

279

280 The Chair pointed out some items for the next Finance Committee of the Whole
281 Agenda would regard the Hiring Freeze and a change to the Fiscal Year.

282

283 Designation of Items for the County Board Consent Agenda

284

285 Items A2, D1-2, E1-2, F1, H3-5 were designated for the Consent Agenda.

286

287 **JUSTICE & SOCIAL SERVICES**

288 Monthly Reports

289

290 **OMNIBUS MOTION** by Hartke to receive the monthly reports for Animal Control:
291 November 2012, December 2012; EMA: January 2013; Head Start: November 2012,
292 December 2012, January 2013; Probation & Court Services: December 2012; Public Defender:
293 December 2012 and Veterans' Assistance Commission: January 2013 and place on file;
294 seconded by Richards. **Motion carried with unanimous support.**

295

296 Other Business

297

298 There was no other business.

299

300 Chair's Report

301 Sheriff's Drone Report

302

303 Berkson explained that the Sheriff stated the drone was purchased in 2008. They flew it
304 briefly at a local park and it is not working. They are available for purchase at hobby shops.

305

306 **Other Business**

307

308 There was no other business.

309

310 **Adjourn**

311

312 The meeting adjourned at 8:27 p.m.

313

314 Respectfully submitted,

315

316

317 Kay Rhodes

318 Administrative Assistant

319

320

321

322

323

Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.

Teresa Schleinz

From: Kelly Griffith [kelly.griffith@me.com]
Sent: Sunday, March 03, 2013 4:36 PM
To: Dan Walsh
Subject: Resignation from the Merit Commission

Dear Sheriff Walsh,

As you know, I have relocated to Springfield, Illinois. Due to the distance of my new residence, I regretfully need to resign from the Merit Commission. I ask that my resignation be effective March 20, 2013.

I have enjoyed my time as a Commissioner and appreciated your willingness to accommodate my schedule this past year while I was transitioning to Springfield, Illinois.

Thank you & please do not hesitate to contact me if you have any questions or concerns.

Sincerely,
Kelly Griffith

Sent from my iPhone



**SHERIFF DAN WALSH
CHAMPAIGN COUNTY SHERIFF'S OFFICE**

204 E. Main Street
Urbana, Illinois 61801-2702
(217) 384-1204

March 4, 2013

Dan Walsh

Sheriff

ph (217) 384-1205

fax (217) 384-3023

Chief Deputy

Kris Bolt

ph (217) 384-1222

fax (217) 384-1219

Captain

Allen Jones

ph (217) 819-3546

fax (217) 384-1272

Jail Information

ph (217) 384-1243

fax (217) 384-1272

Investigations

ph (217) 384-1213

fax (217) 384-1219

Civil Process

ph (217) 384-1204

fax (217) 384-1219

Records/Warrants

ph (217) 384-1233

Chair Al Kurtz

Champaign County Board Committee of the Whole

Policy, Personnel & Appointments

1776 E. Washington

Urbana, IL 61802

RE: Merit Commission Resignation & Appointment

**Dear Chair Kurtz & Members of the Policy, Personnel & Appointments
Committee:**

Kelly Griffith has served on the Sheriff's Merit Commission since December 1, 2009. Due to her relocation she has asked to resign effective March 20, 2013 (see attached).

Sami Anderson has agreed to take her place on the Commission. This would be a "republican" member. 55 ILCS 5/3-8003 allows the Sheriff to appoint Commission Members so long as a vacancy does not exceed 30 days. I hereby appoint Sami Anderson to fill this term which expires on November 30, 2015 and ask that the County Board take formal action at the County Board meeting on March 21, 2013. I enclose her resume for your review.

Thank you.

Sincerely,

Dan Walsh
Dan Walsh

Sheriff

DJW:tss

Atch (2)

SAMI L. ANDERSON

- Residence -
725 Sedgegrass Road
Champaign, Illinois 61822
(217)390-1483 (cell)

- Office -
1701 Broadmoor Drive
Suite 140
Champaign, Illinois 61821
(217)355-0400
(217)355-0600 facsimile
samilanderson@yahoo.com

EDUCATION

THOMAS M. COOLEY LAW SCHOOL - Michigan
Juris Doctor, 2007

THE CATHOLIC UNIVERSITY OF AMERICA - COLUMBUS SCHOOL OF LAW -
Washington, D.C. *Spring 2006*

ILLINOIS STATE UNIVERSITY - Normal, Illinois
Bachelor of Science, 2000
Concentration: Criminal Justice

EMPLOYMENT

ANDERSON LAW OFFICE <i>Attorney</i>	2012 - Present
ANDERSON & FITZJARRALD <i>Attorney</i>	2008 - 2012
ROBERT G. KIRCHNER LAW OFFICE <i>Associate Attorney</i>	2007 - 2008
ROBERT G. KIRCHNER LAW OFFICE <i>Law Clerk</i>	2004 - 2007
LERNER & KIRCHNER <i>Assistant</i>	2000 - 2004

HONORS

Recognized in the November 2011 Illinois Bar Journal "Serving Those Who Serve" for *pro bono* work relating to service members.

Participant in round-table discussion regarding predatory lending issues facing Guard Members and Veterans with Holly Patraeus, Office of Servicemember Affairs, Consumer Financial Protection Bureau. (Spring 2011)

Minuteman Award, the highest civilian award granted by the National Guard. (2009)

Speaker on Veterans issues and *pro bono* services at Continuing Legal Education courses.



Gordy Hulten
Champaign County Clerk
Champaign County, Illinois

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

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

COUNTY CLERK
MONTHLY REPORT
FEBRUARY
2013

Liquor Licenses & Permits	312.00
Civil Union License	100.00
Marriage License	1,425.00
Interests	23.96
State Reimbursements	-
Vital Clerk Fees	11,071.00
Tax Clerk Fees	10,099.56
Refunds of Overpayments	<u>3,633.77</u>
TOTAL	26,665.29
Additional Clerk Fees	1,600.00



CHAMPAIGN COUNTY MENTAL HEALTH BOARD

CHAMPAIGN COUNTY BOARD FOR CARE AND TREATMENT OF PERSONS WITH A DEVELOPMENTAL DISABILITY

BRIEFING MEMORANDUM

Date: January 15, 2013
Memo To: Al Kurtz, Champaign County Board Chair
Deb Busey, Champaign County Administrator
From: Peter Tracy, Executive Director
Subject: Statute Revisions – (55 ILCS 105/) County Care for Persons with
Developmental Disabilities Act

The purpose of this memorandum is to notify you of changes in the County Care for Persons with Developmental Disabilities Act (55 ILCS 105/) that may require your attention and possible action. The statutory authority for the Champaign County Developmental Disabilities Board (CCDDB) is derived from this legislation.

Background

The Association of Community Mental Health Authorities of Illinois (ACMHAI), the trade association which represents Developmental Disabilities Boards (i.e., 377 Boards) and Mental Health Boards (i.e., 708 Boards) tracks all relevant legislation and introduces legislation to benefit people with disabilities in Illinois. In 2009, revisions to the County Care for Persons with Developmental Disabilities were proposed to increase the number of persons appointed to a 377 Board from three (3) people to five (5) people. In addition, references to “mental retardation” were replaced with “intellectually disabled” to bring the law into line with current terminology.

ACMHAI was interested in the possibility of increasing the size of 377 Boards as a means of improving the possibility of communication between board members. The requirements of the Open Meetings Act are such that a three (3) member board is prohibited from all intra-board communication unless the meeting is formally posted. Increasing the membership to five (5) does not address this inherent communication barrier. Ultimately the revised Act was authorized by the General Assembly, but did not come to my attention until earlier this month.

Description of Revisions in the Act

The primary change in that Act which requires your consideration is the permissive language in 55 ILCS 105/Sec. 3 (b) states:

The county board of any county that has established a 3-member board under this section may, by ordinance or resolution, provide that the county board for the care and treatment of persons with a developmental disability in that county shall consist of 5 members. Within 60 days after the ordinance or resolution is adopted, the presiding officer of the county, with the advice and consent of the county board, shall appoint 2 additional members. One member

shall serve for a term expiring on June 30 of the second year following his or her appointment, and one shall serve for a term expiring on June 30 of the third year following his or her appointment. Their successors shall serve for 3-year terms.

In addition to this section which give counties the discretionary authority to increase the number of members to five (5), other language changes pertain to the elimination of references to mental retardation and referendum process.

Analysis

The decision whether to increase the number of members of Champaign County Developmental Disabilities Board (CCDDB) is the purview of Champaign County Board. To do so, it is necessary for the Champaign County Board to pass an ordinance or resolution. Within sixty days following adoption of the ordinance or resolution, the Champaign County Board Chair, with the advice and consent of the Champaign County Board, shall appoint the two additional members to the CCDDB under terms as specified in the Act. The following are my opinions concerning the impact of increasing from three to five CCDDB members.

- This change would have no impact on the intra-board communication problem. Whether three or five members, no two members of the CCDDB could communicate without posting a formal CCDDB meeting.
- This change would have the potential of increasing diversity of opinions and having broader community representation on the CCDDB. Such diversity appears to be of increasing value to stakeholders, locally and statewide.

My Opinion

With respect to the Champaign County Board and recognizing that the decision and authority rests with them, I support the expansion of the Board from three to five members. This change will not address the cumbersome communication issues, but it does increase community participation in CCDDB policy and decision making.

Statutory Authority for DD Board Appointments

(55 ILCS 105/3) (from Ch. 91 1/2, par. 203)

Sec. 3. County board for care and treatment of persons with a developmental disability.

(a) When any county has authority to levy a tax for the purpose of this Act, the presiding officer of the county board with the advice and consent of the county board, shall appoint a board of 3 directors who shall administer this Act. The board shall be designated the "(name of county) County Board for Care and Treatment of Persons with a Developmental Disability". The original appointees shall be appointed for terms expiring, respectively, on June 30 in the first, second and third years following their appointment as designated by the appointing authority. All succeeding terms shall be for 3 years and appointments shall be made in like manner. Vacancies shall be filled in like manner for the balance of the unexpired term. Each director shall serve until his successor is appointed. Directors shall serve without compensation but shall be reimbursed for expenses reasonably incurred in the performance of their duties.

(b) The county board of any county that has established a 3-member board under this Section may, by ordinance or resolution, provide that the county board for care and treatment of persons with a developmental disability in that county shall consist of 5 members. Within 60 days after the ordinance or resolution is adopted, the presiding officer of the county, with the advice and consent of the county board, shall appoint the 2 additional members. One member shall serve for a term expiring on June 30 of the second year following his or her appointment, and one shall serve for a term expiring on June 30 of the third year following his or her appointment. Their successors shall serve for 3-year terms.

(Source: P.A. 96-295, eff. 8-11-09.)

(55 ILCS 105/4) (from Ch. 91 1/2, par. 204)

Statutory Authority for DD Board Appointments

Sec. 4. The directors shall meet in July, annually, and elect one of their number as president and one as secretary, and shall elect such other officers as they deem necessary. They shall adopt such rules for the administration of this Act as may be proper and expedient. They shall report to the court, from time to time, a detailed statement of their administration.

The board shall have exclusive control of all money paid into the Fund for Persons with a Developmental Disability and shall draw upon the county treasurer for all or any part of that fund required by the board in the performance of its duties and exercise of its powers under this Act.

The board may establish, maintain and equip facilities within the county, for the care and treatment of persons with a developmental disability together with such auxiliary facilities connected therewith as the board finds necessary. For those purposes, the board may acquire, to be held in its name, real and personal property within the county by gift, grant, legacy, purchase or lease and may occupy, purchase, lease or erect an appropriate building or buildings for the use of such facilities and all related facilities and activities.

The board may provide for the care and treatment of persons with a developmental disability who are not residents of the county and may establish and collect reasonable charges for such services.

(Source: P.A. 88-380; 88-388; 89-585, eff. 1-1-97.)

CCDDB BY-LAWS – SECTION REGARDING BOARD MEMBERSHIP

- C. Members of the Champaign County Developmental Disabilities Board (CCDDB) shall be residents of Champaign County and, as nearly as possible, be representative of interested groups of the community concerned with developmental disabilities as well as the general public. To the extent possible, members of the CCDDB shall represent the geographic areas of the County. Members may be representative of local health departments, medical societies, local comprehensive health planning agencies, hospital boards and lay associations. No member of the CCDDB may be a full-time or part-time employee of the Office of Developmental Disabilities (DHS?ODD) or a Board member or employee of any facility or service operating under contract to the CCDDB. The term of office for each member shall be three (3) years. All terms shall be measured from the first day of July within the calendar year of appointment. Vacancies shall be filled for an expired term in the same manner as original appointments.

- D. Any member of the CCDDB may be removed by the appointing officer for absenteeism, neglect of duty, misconduct, or malfeasance in office, after being given a written statement of the charges and an opportunity to be heard thereon.

BYLAWS
OF THE
BOARD OF DIRECTORS
CHAMPAIGN COUNTY NURSING HOME

CHAMPAIGN COUNTY, ILLINOIS

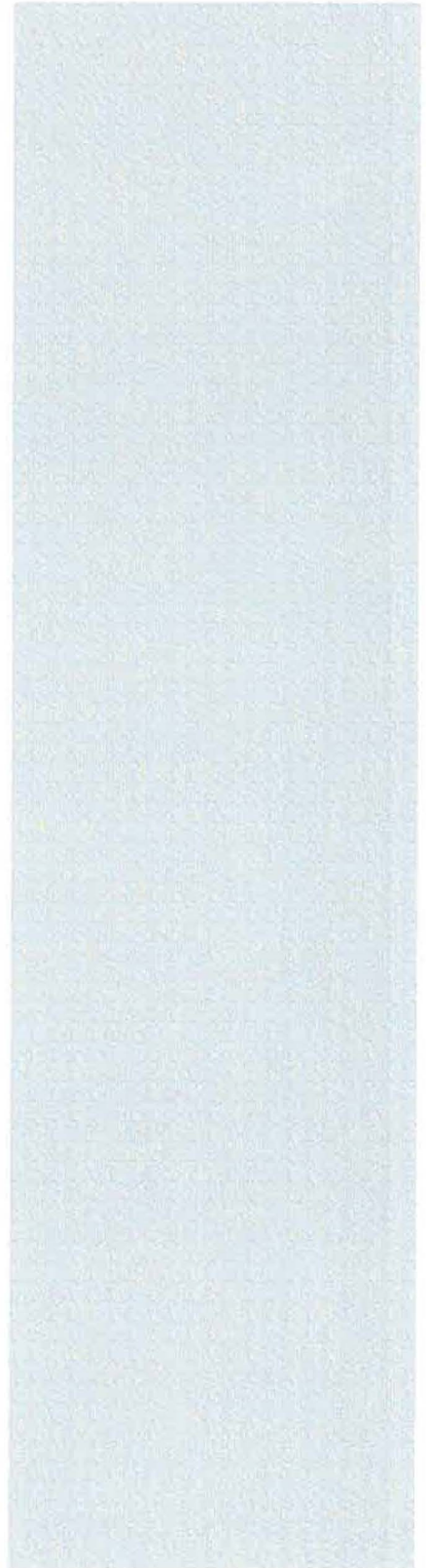


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**BYLAWS
OF THE
BOARD OF DIRECTORS
CHAMPAIGN COUNTY NURSING HOME**

CHAMPAIGN COUNTY, ILLINOIS

INTRODUCTION

The County of Champaign operates a nursing and rehabilitation facility known as Champaign County Nursing Home, hereinafter referred to as "The Home", located at 500 South Bartell Road, Urbana, Illinois. The County operates and maintains The Home in accordance with Illinois law as it pertains to county nursing homes (see the Illinois Counties Code, 55 ILCS 5/1 - 1001 *et seq.*, and the Nursing Home Care Act, 210 ILCS 45/1-101 *et seq.*). The County of Champaign has elected to carry out its responsibilities for The Home through an Board of Directors. With these Bylaws, the County of Champaign establishes a formal governance process that the Board of Directors is to follow.

**ARTICLE I
NAME AND PURPOSES**

The name of the nursing and rehabilitation facility is the Champaign County Nursing Home. The principal purpose of The Home is to offer skilled nursing, rehabilitation, long-term dementia care, and adult day care.

**ARTICLE II
GOVERNING AUTHORITY**

Except as set forth in these Bylaws, the authority and ultimate responsibility for the operation of The Home shall rest with the Champaign County Board. Nothing in these Bylaws shall be interpreted to the contrary.

**ARTICLE III
OPERATING AUTHORITY**

Section I. POWERS

Except as otherwise provided by the Champaign County Board, these Bylaws, or applicable law, the activities and affairs of The Home shall be conducted and all powers shall be exercised by or under the direction of the Board of Directors and its members. It shall be the goal of the Board of Directors to govern The Home according to all applicable laws and regulations and in such a manner that the Home will retain its mission to provide compassionate long-term, rehabilitative and memory services, and operate as an economically viable and competitive entity.

Section 2. NUMBER AND QUALIFICATION

The Board of Directors shall consist of seven (7) persons. Board members shall be Champaign County residents or individuals who maintain full-time employment in Champaign County who possess the ability to participate effectively in the discharge of the Board of Directors' responsibilities. The Board of Directors shall have at least one (1) member who has expertise in each of the following areas: health care, finance/banking, accounting, social services, personnel, and marketing/sales. At least two (2) Board Members shall be members of the Champaign County Board.

Section 3. SELECTION AND APPOINTMENT

The members of the Board of Directors shall be appointed by the Champaign County Board Chair, with the advise and consent of the Champaign County Board in February 2008 and thereafter in November of each year for terms ending in November of that year, except for the filling of vacancies as provided in Section 5 and 6 below.

Section 4. TERM

Each Board member shall hold office for a term of two (2) years. Each Board member, including a Board member appointed to fill a vacancy, shall hold office until expiration of the term for which appointed and until a successor has been appointed and qualified. Board members may be re-appointed to successive terms, provided no Board member may serve for more than three (3) consecutive two (2) year terms without being off the Board of Directors at least one (1) year.

Section 5. RESIGNATION

Any Board Member may resign at any time, either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Chair of the Champaign County Board. Such resignation shall take effect at the time specified therefore and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. REMOVAL

A Board Member may be removed, with or without cause, by action of at least ~~fourteen~~ twelve members of the Champaign County Board at the meeting at which such action is being considered.

Section 7. VACANCIES

Any vacancy occurring on the Board of Directors shall be filled by the Champaign County Board Chair, with the advice and consent of the Champaign County Board. A Board member appointed to fill a vacancy occurring on the Board of Directors shall serve for the unexpired term of his or her predecessor in the office.

ARTICLE IV
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. PLACE OF MEETING

All meetings of the Board of Directors shall be held at The Home or at such other place as may be designated for that purpose from time to time by the Chair of the Board of Directors.

Section 2. ORGANIZATIONAL MEETINGS

As soon as reasonably practicable, and within thirty (30) days after the initial appointment of Board of Director members in February 2008, the Board shall meet for the purpose of organizing the Board of Directors, for the election of officers, and for the transaction of such other business as may come before the Board of Directors. Thereafter, the Board of Directors shall meet in December of every **even-numbered** year, commencing in 2008, for the purpose of organizing the Board of Directors, for the election of officers, and for the transaction of such other business as may come before the Board of Directors.

Section 3. REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held monthly at the Home at such time and place as the Board of Directors may fix by resolution from time to time.

Section 4. SPECIAL MEETINGS

Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chair or by any three (3) Board members with written notice as specified by the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.*

Section 5. NOTICE OF MEETINGS

Notice of all meetings of the Board of Directors shall comply with the requirements set forth in the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* Notice of the time and place of all meetings shall be sent to the Board of Directors members by **e-mail notification first class mail, addressed to each Board of Directors member at the address maintained by the Champaign County Board Office**, at least **seven (7) five (5)** days in advance of all regular meetings, and at least two (2) days in advance of all special meetings. The notice shall contain an agenda which complies with the requirements of the Illinois Open Meetings Act.

Section 6. QUORUM

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 7. MINUTES

Minutes of all meetings of the Board of Directors shall be kept and approved by the Board of Directors in compliance with the requirements of the Illinois Open Meetings Act. All minutes shall be **copied to the Champaign County Board Chair within seven (7) days of their approval by the Board of**

Directors posted on the Champaign County Web Site, Nursing Home Board of Directors Page, within seven (7) days of their approval by the Board of Directors.

**ARTICLE V
OFFICERS**

Section 1. OFFICERS

The officers of the Board of Directors shall be a Chair, a Vice-Chair, and a Secretary.

Section 2. ELECTION OF OFFICERS

The officers of the Board of Directors shall be elected bi-annually, in December of each even-numbered year, by the Board of Directors at its organizational meeting for a term of two years or until he or she shall resign or shall be removed, or otherwise disqualified to serve, or his or her successor shall be appointed and qualified. Officers shall be limited to two (2) consecutive two (2) year terms in the same office.

Section 3. REMOVAL OF OFFICERS

Any officer may be removed either with or without cause by a majority of the Board of Directors members then in office at any regular or special meeting of the Board of Directors. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board of Directors will elect a Director to the vacant office at its next meeting or as soon as practicable thereafter.

Section 4. CHAIR

The Chair shall preside at all meetings of the Board, serve as an *ex-officio* member of all standing committees, and report annually to the Board of Directors and to the Champaign County Board on the current state of The Home and plans for the future. The Chair shall be empowered to call special meetings of the Board of Directors as set forth herein, and shall discharge all other duties as may be required by these Bylaws and from time to time as may be assigned by the Board of Directors and the Champaign County Board.

Section 5. VICE CHAIR

In the absence or disability of the Chair, the Vice Chair shall perform all the duties of the Chair and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall also perform any other duties as may be assigned by the Board of Directors and the Champaign County Board.

Section 6. SECRETARY

The Secretary shall be responsible for keeping minutes at all meetings of the Board in accordance with the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* The Secretary shall also perform any other duties as may be assigned by the Board of Directors and the Champaign County Board.

Section 7. ADMINISTRATOR MANAGER

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The ~~Administrator~~ Manager, in accordance with ~~Champaign County Personnel policy terms of the management services agreement- Management Contract which provides for the employment of the Administrator~~ shall have the general overall supervision of ~~The~~ provide managerial services for ~~The~~ Home affairs and shall act as the duly authorized representative of the Champaign County Board in all matters in which the Champaign County Board has not formally designated some other person to act. The ~~Administrator~~ Manager shall have the right to appoint such subordinate administrative individuals as he/she deems necessary or desirable to ensure the efficient conduct of the business and operations of The Home.

Section 8. OPERATING OFFICER ADMINSTRATOR

The ~~Operating Officer Administrator~~ shall be ~~designated pre-approved~~ by the Board of Directors upon the recommendation of the ~~Administrator- Manager~~. The ~~Operating Officer Administrator~~ shall report to and be responsible to the ~~Administrator Manager~~ and shall perform the duties associated with the day-to-day administration of the facilityies, and shall serve as the ~~Assistant Administrator of the Home~~. In the absence of the ~~Administrator~~, the ~~Operating Officer~~ shall perform the duties of the ~~Administrator~~. If no ~~Operating Officer~~ has been designated, the ~~Administrator~~ shall act as the ~~Operating Officer~~ as hereinafter defined.

**ARTICLE VI
COMMITTEES**

Section 1. COMMITTEES GENERALLY

Except as otherwise provided by these Bylaws, the Board of Directors may, by resolution or resolutions passed by a majority of the Board of Directors members, appoint standing or special Committees for any purpose and, if such Committees are comprised solely of Board of Directors members, delegate to such Committees any of the powers and authority of the Board of Directors, except the power and authority to adopt, amend, or repeal these Bylaws, or such other powers as may be prohibited by law or by these Bylaws. Such Committees shall have power to act only in intervals between meetings of the Board of Directors and shall at all times be subject to the control of the Board of Directors. The Board of Directors, or if the Board of Directors does not act, the Committees, shall establish rules and regulations for meetings and shall meet at such times as are deemed necessary, provided the provisions of Section 5, 6, and 7 of Article IV (*Meetings of the Board of Directors*) shall apply to Committee meetings. Committees shall keep regular minutes of their meetings in conformance with the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* Committees shall also provide notice of their meetings and agendas pursuant to the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* Any Committee not appointed pursuant to the provisions of the first sentence of this Section or composed of persons, one or more of whom are not Board of Directors members, may act solely in an advisory capacity to the Board of Directors. Except as otherwise provided in these Bylaws, the Chair shall appoint Committee Members and designate the chair of the Committee.

Section 2. NOMINATING COMMITTEE

The Nominating Committee shall consist of no more than three (3) persons appointed by the Chair of the Board of Directors. This Committee shall have the responsibility of maintaining a roster of qualified persons for recommendation to the Champaign County Board to serve as Board members. In the absence of a Nominating Committee, the Board of Directors shall have the responsibility of maintaining a roster of qualified persons for recommendation to the Champaign County Board to serve as Board members. This roster and these recommendations do not supersede the authority of the Champaign County Board chair to solicit nominations for the Board, nor the authority of the Champaign County Board to advise and consent to any final appointments to the Board of Directors.

Section 3. TERM OF OFFICE

The Chair, and each member of any Board of Directors committee, shall serve until the next ~~annual~~ **biennial** election of the Board of Directors, and until his or her successor is appointed, or until such committee is sooner terminated, or until he or she is removed, resigns, ceases to be a member of the Board of Directors, or otherwise ceases to qualify as a Chair or member of the Board of Directors, as the case may be, of the Board of Directors.

Section 4. VACANCIES

Vacancies on any Committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

Section 5. EXPENDITURES

Any expenditure of The Home funds by a Committee shall require prior approval of the Board of Directors.

**ARTICLE VII
QUALITY OF NURSING & RELATED SERVICES**

Section 1. BOARD OF DIRECTORS' RESPONSIBILITIES

The Board of Directors shall require: (a) that the ~~Nursing Staff Home~~ prepare and maintain adequate and accurate medical records for all residents, and (b) that the person responsible for each basic and supplemental medical service shall cause written policies and procedures to be developed and maintained and that such policies be approved by the Board of Directors. The Board of Directors shall further require, after considering the recommendations of the Nursing Staff, the conduct of specific review and evaluation activities to assess, preserve, insure, and improve the overall quality and efficiency of resident care at The Home and to assure the provision of a single standard of care for residents with the same diagnosis, which assurance is provided by holding The Home staff accountable for its delegated responsibilities in areas of utilization review, and quality assurance. The Board of Directors shall provide whatever administrative assistance is reasonably necessary to support and facilitate the implementation and the ongoing operation of these review and evaluation activities.

Section 2. ACCOUNTABILITY TO THE BOARD OF DIRECTORS

The Home staff shall conduct and be accountable to the Board of Directors for conducting activities that contribute to the preservation and improvement of the quality and efficiency of resident

care provided in The Home and operating The Home on a break-even or sustainable basis. Without limiting the generality of the foregoing, these activities shall include:

- a) The conduct of periodic meetings at regular intervals to review and evaluate the quality of resident care and the correction of identified problems;
- b) Ongoing monitoring of resident care practices through the defined functions of the Nursing Staff, other professional services and The Home administration;
- c) Review of utilization of The Home's medical resources to provide for their allocation to meet the needs of the residents;
- d) Such other measures as the Board of Directors may, after considering the advice of the Nursing Staff, other professional services and The Home administration, deem necessary for the preservation and improvement of the quality and efficiency of resident care; and
- e) Periodic review of the capital and operating budgets versus actual revenue and expenditures, and review of the economic viability of all of the above activities.

Section 3. DOCUMENTATION

The Board of Directors shall require, receive, consider and act upon the findings and recommendations emanating from the activities required by Section 2 of this Article. All such findings and recommendations shall be in writing, assigned by the persons responsible for conducting the review activities and supported and accompanied by appropriate documentation upon which the Board of Directors can take informed action.

**ARTICLE VIII
ADJUNCT ORGANIZATIONS**

From time to time The Home may establish adjunct organizations, including advisory bodies, foundations, and auxiliaries. Each such group shall establish its own Bylaws and rules and regulations and present them to the Board of Directors for approval, and all amendments thereto shall also be subject to the approval of the Board of Directors. The Bylaws of the Board of Directors shall prevail and govern over the documents and actions of such adjunct and subordinate groups.

**ARTICLE IX
INDEMNIFICATION**

The County of Champaign shall indemnify its Board of Directors members, officers, agents, employees, and appointees who are or were parties or who are threatened to be made parties to any proceeding against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding in accordance with and subject to the limitations prescribed by the Constitution of the State of Illinois of 1970, applicable State law, and the current Champaign County Indemnity Policy, as modified from time to time.

The County of Champaign shall also have the power to maintain/provide insurance on behalf of its Board of Directors members, officers, agents, employees, and appointees against any liability asserted against or incurred by them in their capacity as such Board of Directors member, officer, agent, employee, or appointee arising out of their status as such whether or not the County would have the power to indemnify against such liability.

ARTICLE X
GENERAL PROVISIONS

Section 1. EXECUTION OF CONTRACTS

The Board of Directors, except as in these Bylaws or otherwise provided, may authorize an officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of The Home, if the expenditure necessitated by such a contract has been approved by the County Board in the Nursing Home budget for the fiscal year in question, or specifically authorized by the County Board during the course of the fiscal year in question. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind The Home by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount. The execution of any contract is subject to, and bound by, current Champaign County Purchasing Policy. However, the Board of Directors does not have the power to negotiate or enter into collective bargaining agreements, which said power is reserved exclusively to the Champaign County Board.

Section 2. COMPENSATION OF OFFICERS AND BOARD MEMBERS

The members of the Board of Directors and the officers shall receive compensation consistent with the compensation received by County Board members in 2008. Thereafter, the compensation for the Board of Directors and officers shall be periodically reviewed and adjusted by the County Board as the County Board deems appropriate. The Administrator and Operating Officer shall be entitled to receive such compensation for services rendered as determined by the Board of Directors from time to time. In addition, Board of Directors members may be compensated for reasonable expenses incurred in the fulfillment of their responsibilities to The Home. Reasonable expenses shall be defined to include travel and expenses related to educational conferences for Board members, and long distance telephone calls and faxes made to obtain information related to the responsibilities of the Board. Reimbursement of such expenses shall be consistent with applicable County Board policies, including the County's Travel Policy.

Section 3. INSPECTION OF RECORDS

The records of The Home are subject to the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* Consistent with the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and Champaign County Board Resolution 5570, the books of account of The Home and minutes of the Board of Directors and its committees shall be maintained at the Home and available to the public.

Section 4. QUARTERLY REPORTS

The Board of Directors shall cause a quarterly report to be sent to the Champaign County Board no later than 90 days after the close of each fiscal quarter.

ARTICLE XI
POWERS OF THE CHAMPAIGN COUNTY BOARD

The following powers are reserved exclusively to the Champaign County Board, and any attempted exercise of any such powers by any entity other than the Champaign County Board shall not be valid or of any force or effect whatsoever:

1. To change the mission and purposes of The Home for which it was and is formed and exists,
2. To elect the members of the Board of Directors and to remove the same without cause,
3. To amend, alter, modify or repeal these Bylaws,
4. To merge, consolidate, or affiliate The Home with another corporation, organization or program,
5. To dissolve or terminate the existence of The Home and to determine the distribution of assets upon such termination or dissolution,
6. To require a certified audit of The Home at any time and to appoint the fiscal auditor.
7. These Bylaws, or any part thereof, may be amended, modified or repealed, or new Bylaws may be adopted by the vote or written assent of a majority of the Champaign County Board,

ARTICLE XII
ACTION REQUIRING APPROVAL BY THE CHAMPAIGN COUNTY BOARD

Actions initiated by the Board of Directors on the following matters can be authorized by and shall be effective only upon the prior written assent of a statutory majority of the Champaign County Board:

1. The acquisition, purchase, sale, lease, transfer or encumbrance of any real estate or of any substantial part of other assets of The Home,
2. Any increment or additions to the capital debt or the renegotiation, modification or other change the existing capital debt obligations of The Home,
3. Any borrowing not indicated in the capital or operating budgets of The Home, and
4. The adoption of the annual operating and capital budgets of The Home or any changes thereto.
5. The negotiation and adoption collective bargaining agreements.

ARTICLE XIII
AMENDMENTS AND REVIEW

These Bylaws, or any part thereof, may be amended, modified or repealed, or new Bylaws may be adopted by the vote or written assent of a majority of the Champaign County Board.

CHAMPAIGN COUNTY NURSING HOME
BOARD OF DIRECTORS
POLICY BOOK

Revised March XX, 2013

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I. Mission Statement: Champaign County Nursing Home (CCNH)

The Champaign County Nursing Home provides compassionate long-term, rehabilitative, and memory care services reflective of the community we serve, and in a manner respectful of our 100-year history. Our Adult Day Care provides exceptional daily respite services for local caregivers and members of our community who prefer the safety and comfort of a day care center to staying at home. We give residents and clients something to look forward to each morning, and something to dream about each night.

II. Policy Statements

A. Role of the Board of Directors and the Board's Primary Functions

The Board of Directors, hereinafter referred to as the Governing Body, is responsible to the Champaign County Board for the overall governance and direction of Champaign County Nursing Home, hereinafter referred to as CCNH. The Governing Body is appointed by the County Board and serves in an advisory capacity to it. A full description of the responsibilities of the Governing Body is found in the Board of Directors Bylaws. Henceforward, Board of Directors members are referred to as Directors. ~~Management The Manager, which includes consultants or professionals engaged by the County Board through a management services agreement/Management Contract,~~ is hereinafter defined as the ~~Manager Nursing Home Administrator and any Department Leader of the Champaign County Nursing Home.~~

Except as otherwise provided by the Champaign County Board, the Board of Directors Bylaws, or applicable law, the activities and affairs of CCNH shall be conducted and all powers shall be exercised by or under the direction of the Governing Body (see Bylaws, Articles II and III). The Governing Body shall engage in the process of governance by overseeing the activities of the Administrator; and by seeking to fulfill its obligations to the County Board, residents, physicians and other healthcare professionals, employees, and the communities in which it operates for the exercise of responsible, reasonable diligence in the provision of health care services at CCNH. The Governing Body further seeks to be the primary force pressing CCNH to discover, examine, and realize opportunities that are compatible with the strategic direction of CCNH and with the mission statement.

The Governing Body recognizes four (4) primary functions and responsibilities needed for effective governance:

1. Provision of High-Quality Services
2. Planning
3. Managing
4. Maintaining Financial Viability

These primary responsibilities are specified further in Exhibit 1 which follows immediately.

CHAMPAIGN COUNTY NURSING HOME
RESPONSIBILITIES OF THE GOVERNING BODY

PROVISION OF HIGH-QUALITY SERVICES

To comply with all accreditation standards, standards of licensure, regulatory requirements, and the like to restore or maintain resident function in accordance with accepted care-planning criteria

Action by
Governing Body

Yes

Action by
Management Manager

Yes

PLANNING

A. To implement and direct an institutional planning process to meet the health needs of the community and to provide for the future viability of CCNH

Yes

Yes (via staff support who organize the process, committee and task force work, and feasibility analyses)

B. To establish goals and objectives for CCNH

Yes

As above in A

MANAGING

A. To recommend to the County Board, through the Nominating Committee, candidates to serve on the Governing Body and to act as representatives of the County in directing the affairs of CCNH.

Action by
Governing Body

Yes - Recommend

Action by
Management Manager

No

B. To engage in succession planning at the Governing Body level so that CCNH will have qualified individuals to evaluate the impact of its activities.

Yes - Recommend

Yes

C. To establish policy for CCNH to assure the most effective and productive use of its resources.

Yes

Yes - Recommend

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CHAMPAIGN COUNTY NURSING HOME

EXHIBIT 1
(continued)

RESPONSIBILITIES OF THE GOVERNING BODY

- | | | | |
|----|---|-----|---|
| D. | To maintain a well-qualified management team. | Yes | Yes |
| E. | To comply with applicable regulatory standards.
To maintain applicable licensure and accreditation standing. | Yes | Yes – Recommend Implementation |
| F. | To promote CCNH in the community. | Yes | Yes, Staff support, Community relations |

FINANCIAL VIABILITY

- | | | | | |
|----|----|---|-----------------|-----------------|
| 32 | A. | To cause procedures to be instituted for the proper handling of CCNH funds and to require the preparation of routine reports and an annual audit of CCNH. | Yes | Yes - Implement |
| | B. | To recommend the operating and capital budgets of CCNH to the Champaign County Board. | Yes | Yes - Recommend |
| | C. | To review and recommend courses of action to the County Board regarding those capital projects requiring County Board approval. | Yes - Recommend | Yes - Recommend |
| | D. | To review revenues and expenditures for balance and monitor any shortfall of revenues and excesses of expenditures. | Yes - Recommend | Yes |

B. Governing Body Size, Composition, and Tenure

Consistent with the Governing Body Bylaws (Article III, Section 2), the number of Directors shall be seven (7).

CCNH seeks a balance of skills among its Directors and does not wish to create a reliance upon any particular segment of the population, upon any particular individual, or upon any occupational pursuit for advice or leadership to CCNH. Consequently, ad hoc and committee assignments are made with the express understanding that potential conflicts of interest must be avoided both for the benefit of the individual Director and for CCNH, that independent scrutiny is the greatest benefit any Director can bring to an assignment, and that CCNH ultimately suffers from compromising the independence of a Director or from allowing itself to become dependent upon a particular individual Director or group of Directors. In addition, and as an assist to the Governing Body in obtaining independent deliberation and broader community representation, qualified individuals of the CCNH service area who are not Directors may be asked to serve on Governing Body committees or as advisors to the Governing Body.

The Governing Body believes that regular, controlled turnover of Directors is one manner in which a balanced, independent perspective can be maintained. Directors are limited to a maximum tenure of three (3) two (2) year terms; Directors may return to the Governing Body after an absence of one (1) year.

With the current Directors being appointed to the Governing Body at the same time during 2008, all Directors may rotate off the Governing Body in the same year. The Governing Body recognizes that complete replacement of its Directors may cause difficulties in management succession and directs that staggered rotation off the Governing Body begin in 2008 with terms established as follows:

Date of Appointment – November 2008: Two (2) County Board Member Directors (subsequent appointment would be from December 2008 – November 2010 in concert with the next session of the County Board)

Date of Appointment – November 2009: Three (3) Directors (subsequent appointment would be from December 2009 – November 2011)

Date of Appointment – November 2010: Two (2) Directors (subsequent appointment would be from December 2010 – November 2012)

To assist the Nominating Committee in its efforts to maintain a roster of qualified persons to recommend to the County Board for service on the CCNH Governing Body, the roster shall be compiled and kept in the records of the Governing Body in the Administrator's office.

C. Conflicts of Interest

Disclosure of Self-Dealing Transactions

CCNH is operated under the auspices of the Champaign County Board and the laws of the State of Illinois for charitable purposes and, as such, is subject to all laws, rules, and regulations regarding such operations.

The specific purpose of CCNH is to establish, maintain, and operate a nursing and rehabilitation institution, and other facilities for the care of ill, injured, or disabled persons and to enhance the health of those in the community served by CCNH.

The Board of Directors is responsible for the prudent and proper handling of the activities and affairs of CCNH. Each Director owes to CCNH the duty to perform honestly, promptly, and economically and to use reasonable care, skill, and judgment in such performance.

Keeping in mind the aforesaid laws, rules, regulations, and specific purposes of the CCNH, each Director shall disclose to the other Directors any of the following:

1. A transaction to which CCNH is or may be a party and in which such Director and/or a member of his or her immediate family has a direct or indirect material financial interest;
2. A transaction that may compete in a direct or indirect manner with the activities of CCNH in the purchase, lease, and/or sale of property, goods, and services;
3. A transaction in which advice or consultation is given by such Director to a third party that competes with CCNH in the health care field;
4. A transaction in which gifts or other favors in excess of \$75 are offered to a Director by a third party to influence such Director in the performance of his or her duties;
5. A transaction in which information relating to the business of CCNH is used or communicated to others for the personal profit or advantage of such Director or his or her immediate family.

All such disclosures shall be made at the first opportunity, and before any discussion and/or action by the Governing Body relative to such a transaction.

Once disclosure has been made regarding such a transaction, no vote of such Director shall be counted in determining the existence of a quorum to vote on such a transaction and such Director shall not directly or indirectly discuss or attempt to influence any action on such transaction and such Director shall not vote thereon. The term "immediate family" shall mean spouse, child, parent, brother, or sister of the Director.

All such disclosures shall be recorded in the minutes of the Governing Body, as well as abstentions from voting and abstentions from the determination of quorums.

The foregoing shall not prevent such Director from briefly stating his or her position in the matter, nor from answering pertinent questions from other Directors.

This Conflict of Interest policy and questionnaire shall be circulated among all Directors and administrative personnel (the Administrator and Operating Officer/DON) during September and March of each year. The results of the questionnaire shall be maintained in CCNH offices and at the office of the County Administrator. Further, this Conflict of Interest policy and questionnaire shall be circulated among all Directors and administrative personnel whenever a project involving a potential for conflict of interest through investment of any kind shall arise.

List of Definitions

1. Outside Interests
 - a. A position or a material financial interest, held directly or indirectly, in any outside concern from which the individual Director has reason to believe that CCNH secures goods or services, or provides services competitive with CCNH or any of its related entities.
 - b. Competition, direct or indirect, with CCNH in the purchase or sale of property rights, interests, or services.
2. Outside Activities

Directive, managerial, or consultative services rendered to any outside concern that does business with or competes with the services of CCNH, or renders other services in competition with CCNH or any of its related entities.
3. Gifts, Gratuities, and Entertainment

Gifts or other favors valued in excess of \$75 that are accepted from any outside concern that does business with, is seeking to do business with, or is a competitor of CCNH under circumstances from which it might be inferred that such action is intended to influence or possibly would influence the individual in the performance of his or her duties as a Director. This does not include the acceptance of items of nominal or minor value that are clearly tokens of respect or friendship and are not related to any particular transaction or activity of CCNH or any of its related entities.
4. Inside Information

Information relating to the business of CCNH, or any of its related entities that is used for the personal profit or advantage of the individual Director or his or her immediate family, which information shall be disclosed to the other Directors.
5. Material Financial Interest

A person, his or her spouse, or his or her immediately family member living with that person is ineligible to serve on the CCNH Board of Directors if that person (a) is entitled to receive more than 7½% of the total distributable income under a contract

with CCNH or (b) if that person, together with his or her spouse and immediate family members living with that person, are entitled to receive more than 15% in the aggregate of the total distributable income under a contract with CCNH.

Conflict of Interest Questionnaire

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

(Check "None" where applicable.)

1. **Outside Interests**

Identify any interests, other than investments, held by you or a member of your immediate family, as described in the list of definitions accompanying this questionnaire. () None

2. **Investments**

List and describe all investments held by you or a member of your immediate family that might fall within the category of "material financial interest," as described in the list of definitions accompanying this questionnaire. () None

3. **Outside Activities**

Identify any outside activities, engaged in by you or a member of your immediate family, as described in the list of definitions accompanying this questionnaire. () None

4. **Material Financial Interest**

Identify whether you, your spouse, or any immediately family member living with you (a) is entitled to receive more than 7½% of the total distributable income under a contract with CCNH or (b) if you, together with your spouse and immediate family members living with you are entitled to receive more than 15% in the aggregate of the total distributable income under a contract with CCNH. () None

D. Agenda Preparation and Schedule of Meetings

The ~~Administrator~~ Manager is responsible for preparing meeting agendas for the Governing Body and for preparing all business items for information, action, follow-up, or final disposition/reporting. The ~~Administrator~~ Manager shall review the agenda with the Chair of the Governing Body and is responsible for any adjustments the Chair may direct.

Agenda materials shall be mailed in advance of meetings so that Directors will customarily receive items and supporting documents ~~approximately one week~~ five days preceding each meeting. Agenda items usually cover such topics as:

- > Public participation
- > Strategic planning activities
- > Reports of operations
- > Quality improvement reports
- > Committee reports
- > Annual audit and management letter
- > Major policy issues
- > Operating and capital budget versus actual budget
- > CCNH objectives
- > Legal report/status of litigation and other significant matters.
- > Human resources

Any Director may place an item placed on the agenda by contacting the ~~Administrator~~ Manager in advance of the monthly mailing. If staff work is required to support an item's discussion, the ~~Administrator~~ Manager may request that the matter be deferred. Items not submitted for inclusion on the agenda in time for the advance mailing generally should not be brought up at a regularly scheduled meeting. However, special situations may arise in which advance discussion with the Chair may permit inclusion of an unscheduled item as an addendum to the agenda.

Meetings shall be set by the Board of Directors.

E. Contracting Authority

The Governing Body, except as in the Bylaws or otherwise provided, may authorize the ~~Administrator~~ Manager, an officer(s), or agent(s) to enter into any contract or execute any instrument in the name of and on behalf of CCNH, if the expenditure necessitated by such a contract has been approved by the County Board in the CCNH budget for the fiscal year in question, or has been specifically authorized by the County Board for the fiscal year in question. Unless so authorized by the Governing Body, no ~~Administrator~~ Manager, officer, agent, or employee shall have any power or authority to bind CCNH by any contract or engagement, to pledge its credit, or to render it liable for any purpose or in any amount. The execution of any contract is subject to and bound by the current Champaign County Purchasing Policy. However, the Governing Body does not have the power to negotiate or enter into collective bargaining agreements, which power is reserved exclusively to the Champaign County Board.

The ~~Administrator-Manager~~ may execute contracts, including renewals or extensions, for matters covered in the operating and capital budgets as approved by the Governing Body and by the County Board. Examples of items upon which the ~~Administrator-Manager~~ may act directly or may delegate to the ~~Operating Officer-Administrator~~ are equipment leases, service contracts (e.g., equipment service agreements), and transfer agreements. Professional service agreements consistent with the approved budget and/or program for CCNH may be executed by the ~~Administrator-Manager~~, or by the ~~Operating Officer-Administrator, as delegated by the Administrator.~~

All contracts, whether or not covered by the operating or capital budgets, that exceed operant statutory limits must be bid competitively and must be approved by the Governing Body and by the Champaign County Board.

The ~~Administrator-Manager~~ has the authority to negotiate and to bind CCNH regarding Medicaid reimbursements from the State of Illinois and Medicare reimbursements from the federal government.

Programs under development, as reflected from time to time in the Program Development Budget, are the responsibility of the ~~Administrator-Manager~~ once the Program Development Budget has been approved. The Governing Body may elect to commission an ad hoc committee to work with the ~~Administrator-Manager~~ in developing a specific project and to enter into contracts necessary and proper to bring a program to fruition, subject to the limitations imposed by Article XII of the Bylaws.

F. Human Resources

The Governing Body recognizes the paramount significance of human resources in providing healthcare services and seeks to maintain harmonious, fair, and impartial personnel policies and practices at all times. The Governing Body further recognizes that human resources are the means through which the values of CCNH are implemented and realized.

The Governing Body shall encourage the maintenance of open channels of communication (e.g., employee meetings, newsletters) and the development and practice of sound supervisory practices for all employees.

As the Governing Body encourages CCNH to pursue higher levels of customer service, it shall have significant concern that the CCNH human resource policy be committed to ongoing training. CCNH is fully committed to training supervisory personnel in techniques of effective supervision, communication, performance appraisal, human resource motivation, and such other management practices that may be effective in implementing the mission of CCNH.

G. Continuous Quality Improvement

The Governing Body shall commit to an active Continuous Quality Improvement function (see Bylaws, Article VII). The Governing Body shall receive written quarterly reports from the ~~Administrator-Manager~~, providing sufficient detail of problems discovered, action taken, and

follow-up activity.

Quarterly reports are scheduled to be issued as follows:

March	Includes December, January, and February
June	Includes March, April, and May
September	Includes June, July, and August
December	Includes September, October, and November

The objectives of the Quality Improvement function are:

- > To provide planned, systematic, and ongoing monitoring and evaluation of the quality and appropriateness of care provided to residents.
- > To identify and resolve problems.
- > To provide an effective method of communication and of coordination when problems or opportunities to improve resident care are identified.
- > To provide a process of continued monitoring for evaluation of the effectiveness of the action taken.
- > To provide an objective reporting of quality improvement monitoring activities to the Governing Body.

The Governing Body understands that the above objectives require active support of management efforts in Quality Improvement. Integral to the realization of the objectives is the linking of quality assurance data with actual resident care practices, and with the documentation of corrective action and organizational change as a result of Quality Improvement activities.

H. Administrative Policies

The Governing Body shall approve the CCNH policies, which shall be published and maintained in an Administrative Policy Manual. The ~~Administrator~~ Manager is responsible for carrying out all policies, for reviewing the work of the CCNH Policy Committee, and for keeping the manual up-to-date.

The administrative policies reflect position statements applicable to all departments, employees, and other parties. Policies are developed by a multidisciplinary Policy Committee, appointed by the ~~Administrator~~ Manager or Manager may delegate the responsibility to the Administrator, which is responsible for the periodic review and assessment of policies and compliance levels.

I. Conduct of Meetings

All meetings of the Governing Body will be conducted according to "Roberts' Rules of Order" and shall comply with the Illinois Open Meetings Act. However, technical failures to follow such rules shall not invalidate action taken at such a meeting.

J. Business Opportunities

The Governing Body recognizes that CCNH may find it necessary to capitalize upon nontraditional business opportunities in order to achieve its objectives or to respond to competitive challenges in the marketplace.

The policy of the Governing Body in regard to each business opportunity shall be governed by its concerns for compatibility with the mission of CCNH and with the business opportunity's fit with CCNH. Therefore, the CCNH must, at all times, remain in a position to control or to direct these concerns and shall not participate in a venture in which it is a minority shareholder or is a limited partner, absent satisfactory evaluation of these concerns and consent of the Champaign County Board.

The minimum criteria to be used for addressing any business opportunity are:

1. Nature of the Business
The business opportunity should be health-related and fit with the Strategic Plan or should represent an interest vital to CCNH. The objectives of the business venture must be clearly delineated before further analysis.
2. Ethical Principles
The business opportunity must not compromise the values of CCNH or its mission.
3. Conflicts of Interest
The business opportunity should not present undisclosed conflicts of interest to Directors, physicians and other healthcare professionals, employees, or community leaders.
4. Service Area
The business opportunity should be geographically located within the immediate CCNH service area or should demonstrate sufficient management capability to function effectively in another location.
5. Business Risks
The business opportunity must receive a full management work-up following management's standards for Data Requirements for Internal Proposals and Projects.
6. Physician/Hospital Impact
Impact on physicians, allied healthcare professionals, and hospitals must be fully evaluated. Broad-based support is highly desirable for any venture.
7. Competition
The business or market plan for the opportunity should identify the competitors and the effect(s) that marketplace competition is likely to have on CCNH.
8. Organization and Management
The legal and management structure must be fully detailed and must include an assessment of the management capabilities required for success.

K. Director Orientation and Education

All new Directors shall receive an orientation to CCNH that shall be conducted by the Administrator and that shall include, at a minimum, the following elements of CCNH's operations:

1. Legal Organization
County Board
Champaign County Nursing Home (CCNH)
Foundation/Auxiliary Organization
2. Bylaws
~~Justice & Social Services Committee~~
3. Governing Body Policies
4. Organization & Plans
5. Annual Financial Statements
6. Administrative and Personnel Policies
7. Community Standing
Customer Surveys
Community Surveys Service
Needs
8. Major Management Practices
Planning Budgeting Finance
Controls
Reimbursement Issues
Government Regulation
9. Quality Assurance Activities
10. Accreditation Status and Issues
11. Facility Tour

All Directors shall receive the Board/Director Orientation Manual containing specific documents relating to the operation of CCNH. The manual is updated periodically and is given to all Directors so that they may possess current information regarding CCNH.

Director Orientation Worksheet

NAME:

DATE:

ORIENTED BY:

REVIEWED:

1. Legal Organization
County Board
Champaign County Nursing Home
CCNH Foundation/Auxiliary
2. Bylaws
Justice & Social Services Committee
3. Governing Body Policies
4. Organization & Plans
5. Annual Financial Statements
6. Administrative and Personnel Policies
7. Community Standing
Customer Surveys
Community Surveys
Service Needs
8. Major Management Practices
Planning
Budgeting
Finance
Controls
Reimbursement Issues
Government Regulation
9. Quality Assurance Activities
10. Accreditation Status and Issues
11. Facility Tour

III. ORDINANCES OF THE COUNTY BOARD

(That pertain to CCNH)

Ordinance No. ~~323~~ **779** Establishing Champaign County Purchasing Policy

Ordinance No. ~~529~~ **877** Establishing Nursing Home Personnel Policy

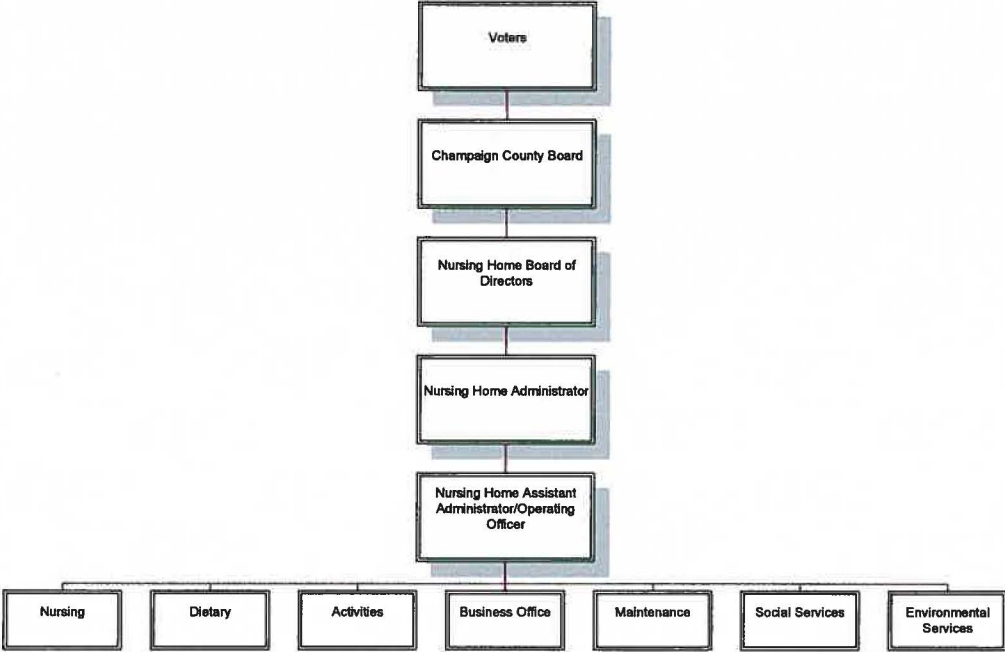
Ordinance No. 805 – Equal Employment Ordinance

Ordinance No.652 – Ordinance Establishing Information Technology Resources Policy and Procedures

Ordinance No. 780 Establishing Champaign County Travel Regulations

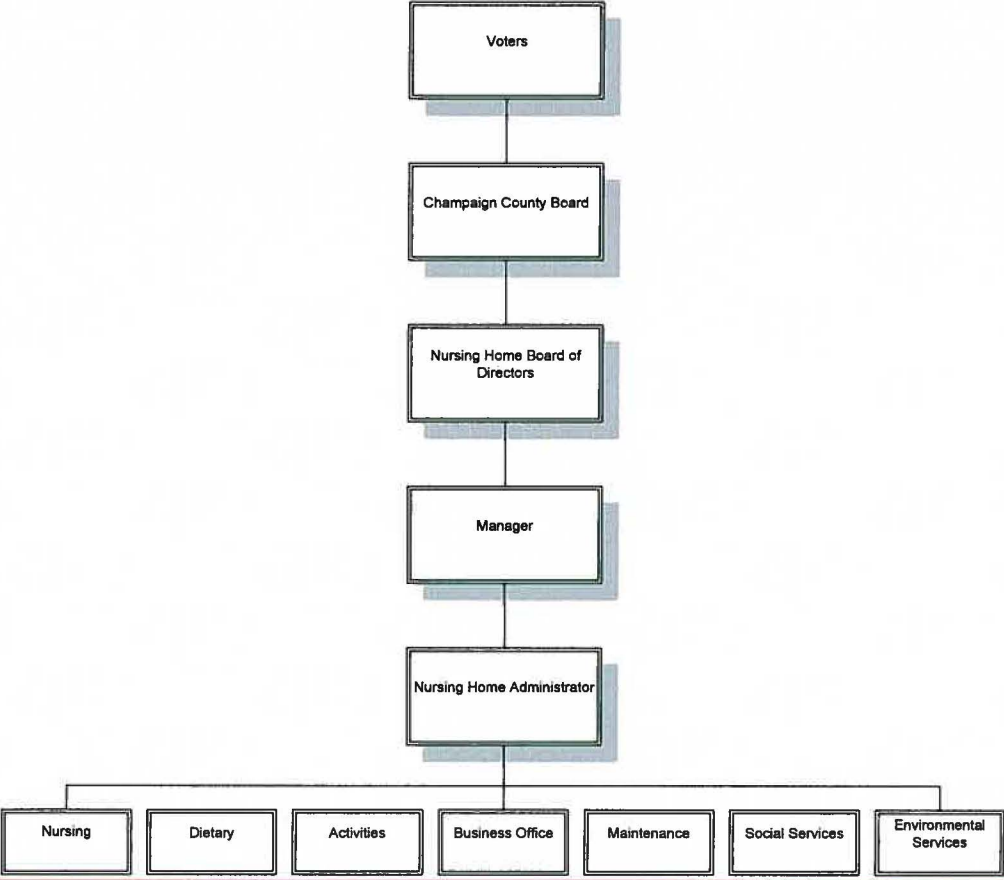
CHAMPAIGN COUNTY NURSING HOME ORGANIZATIONAL CHART

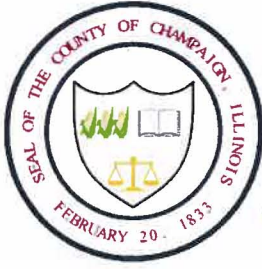
January 2008



CHAMPAIGN COUNTY NURSING HOME ORGANIZATIONAL CHART

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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 FEBRUARY 2013

VACANT POSITIONS LISTING

VACANT POSITIONS LISTED ON DATA BASE FEBRUARY, 2013

FUND	DEPT	POSITION TITLE	HOURLY RATE	REG HRS	REG SAL	FY 2013 HRS	FY '13 SAL
80	30	ADMIN SECRETARY	\$13.82	1950	\$26,949.00	1950	\$26,949.00
80	30	LEGAL CLERK	\$11.74	1950	\$22,893.00	1950	\$22,893.00
80	40	CLERK	\$11.74	1950	\$22,893.00	1950	\$22,893.00
80	40	DEP SHRF--PATROL	\$21.34	2080	\$44,387.20	2080	\$44,387.20
80	71	SR MAINTENANCE WKR	\$14.82	2080	\$30,825.60	2080	\$30,825.60
80	140	DEP SHRF--CORR	\$18.48	2080	\$38,438.40	2080	\$38,438.40
80	140	DEP SHRF--CORR	\$18.48	2080	\$38,438.40	2080	\$38,438.40
80	140	DEP SHRF--CORR	\$18.48	2080	\$38,438.40	2080	\$38,438.40
80	140	PT MASTER CONTROL	\$11.74	1040	\$12,209.60	1040	\$12,209.60
850	111	GIS TECHNICIAN II	\$18.02	1950	\$35,139.00	1950	\$35,139.00
-- TOTAL --			\$158.66		\$310,611.60		\$310,611.60

UNEMPLOYMENT REPORT

Notice of Claims received – 6 total

4 – Nursing Home

1 – Head Start

1 – RPC

Employer Protests Filed – 4 total

3 – Nursing Home

1 – Sheriff

Benefit Determinations

1 – Nursing Home benefits allowed

3 – Sheriff benefits denied

1 – Auditor benefits allowed

Administrative Law Judge Decision

1 – Nursing Home – benefits denied

PAYROLL REPORT

FEBRUARY PAYROLL INFORMATION

<u>Pay Group</u>	<u>2/8/2013</u>		<u>2/22/2013</u>	
	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>
General Corp	518	\$891,925.86	509	\$865,489.15
Nursing Home	217	\$240,834.86	226	\$229,055.46
RPC/Head Start	222	\$268,981.43	222	\$269,534.30
Total	957	\$1,401,742.15	957	\$1,364,078.91

HEALTH INSURANCE/BENEFITS REPORT

February, 2013

Total Number of Employees Enrolled: 729

General County Union:

Single 237; EE+spouse 25.; EE+child(ren) 45. ; Family 37 waived 45

Nursing Home Union:

Single 63; EE+ spouse 10; EE+child(ren) 3; Family 1; waived 15

Non-bargaining employees:

Single 131; EE+spouse 28; EE+child(ren) 22; Family 29; waived 38

Life Insurance Premium paid by County: \$1870.70

Health Insurance Premium paid by County: \$332,072.70

Health Reimbursement Account contribution paid by County: \$18,477.00

TURNOVER REPORT

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

General County

February 2013 : 5.92%

February 2013 : 2 of 547 Employees left Champaign County

WORKERS' COMPENSATION REPORT

<u>Entire County Report</u>	<u>February 2013</u>	<u>February 2012</u>
New Claims (2/1 – 2/28)	4	9
Closed Claims (2/1 – 2/28)	13	0
Open Claims	38	19

Year to Date Total (Ongoing #, total number of open claims)

February 2012 90

February 2013 98

EEO REPORT

Information provided based on EEO Tracking forms submitted by Applicant. Figures are for General County only.

February EEO Report - General County Only	Legal Clerk (Circuit Clerk)	Supervisor (Administration) - Probation & Court Services	FEBRUARY - TOTALS
Total Applicants Applied	96	3	99
Male	16	2	18
Female	78	1	79
Undisclosed	2	0	2
Caucasian	67	2	69
African-American	21	1	22
Asian or Pacific Islander	2	0	2
Hispanic	4	0	4
Native American or Alaskan Native	0	0	0
Two of more races	2	0	2
Undisclosed	0	0	0
Veteran Status	2	1	3
Disability	0	0	0

ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT

Agendas Posted	12	Meetings Staffed	7	Minutes Posted	4
Appointments Posted	14	Notification of Appointment	3	Contracts Posted	3
Calendars Posted	5	Resolutions Prepared ⁴⁹	21	Ordinances Prepared	1

RESOLUTION



WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, Pursuant to this program, the County of Champaign, as Trustee for the Taxing Districts, has acquired an interest in the following described mobile home:

MH PARK:
VIN: 129847
YR/SQ FT: 1973 / 720

PERMANENT PARCEL NUMBER: 29-050-0042 sold on October 28, 2009

Commonly known as: 42 THE OAKS MHE
and it appearing to the Budget & Finance Committee that the redemption/reconveyance party, Roger Miller, has defaulted a time payment contract.

Of the total amount due of \$1,179.67, the redemption/reconveyance party has only paid \$650.00. After several attempts to collect the balance, the Budget & Finance Committee feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

THEREFORE, your Budget & Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

\$0.00 to be paid to the County Clerk to reimburse the revolving account for the charges advanced from this account, \$326.81 is to be paid to the Agent for his services under his contract and the balance, \$323.19, shall be paid to the Treasurer of Champaign County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, Pursuant to this program, the County of Champaign, as Trustee for the Taxing Districts, has acquired an interest in the following described mobile home:

MH PARK:
VIN: WS301517
YR/SQ FT: 1999 / 1096

PERMANENT PARCEL NUMBER: 30-058-0227 sold on October 28, 2009

Commonly known as: 34 RICHARD
and it appearing to the Budget & Finance Committee that the redemption/reconveyance party, Fred Thomas, has defaulted a time payment contract.

Of the total amount due of \$1,176.37, the redemption/reconveyance party has only paid \$628.00. After several attempts to collect the balance, the Budget & Finance Committee feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

THEREFORE, your Budget & Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

\$0.00 to be paid to the County Clerk to reimburse the revolving account for the charges advanced from this account, \$350.06 is to be paid to the Agent for his services under his contract and the balance, \$277.94, shall be paid to the Treasurer of Champaign County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

**Champaign County Nursing Home
Actual vs Budget Statement of Operations**

1

01/31/13

Description	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
Operating Income						
Miscellaneous Revenue	1,917.51	2,576.00	(658.49)	4,373.23	5,162.00	(778.77)
Medicare A Revenue	295,936.67	259,235.00	36,701.67	597,185.03	518,470.00	78,715.03
Medicare B Revenue	28,428.93	39,052.00	(10,623.07)	47,164.42	78,104.00	(30,919.58)
Medicaid Revenue	501,772.39	510,368.00	(8,595.61)	1,039,153.36	1,020,736.00	18,417.36
Private Pay Revenue	364,838.11	383,372.00	(18,533.89)	756,022.65	766,744.00	(10,721.35)
Adult Day Care Revenue	15,062.78	20,084.00	(5,021.22)	28,735.23	40,166.00	(11,432.77)
Total Income	1,207,956.39	1,214,887.00	(6,730.61)	2,472,653.92	2,429,374.00	43,279.92
Operating Expenses						
Administration	251,349.28	278,982.00	27,632.72	482,406.93	557,964.00	75,557.07
Environmental Services	93,798.24	95,640.00	1,841.76	181,430.09	191,280.00	9,849.91
Laundry	17,831.05	16,978.00	(853.05)	32,804.48	33,956.00	1,151.52
Maintenance	24,767.88	22,035.00	(2,732.88)	43,034.47	44,070.00	1,035.53
Nursing Services	579,190.44	514,356.00	(64,834.44)	1,131,195.74	1,028,712.00	(102,483.74)
Activities	19,303.33	24,589.00	5,285.67	38,084.00	49,178.00	11,094.00
Social Services	23,734.39	18,599.00	(5,135.39)	41,476.23	37,198.00	(4,278.23)
Physical Therapy	40,048.97	50,951.00	10,902.03	75,255.78	101,902.00	26,646.22
Occupational Therapy	34,748.91	43,501.00	8,752.09	88,256.83	87,002.00	20,745.17
Speech Therapy	9,167.90	13,724.00	4,556.10	18,832.75	27,448.00	8,615.25
Respiratory Therapy	3,657.50		(3,657.50)	3,657.50		(3,657.50)
Total This Department	12,825.40	13,724.00	898.60	22,480.25	27,448.00	4,957.75
Food Services	116,160.88	108,349.00	(7,811.88)	230,607.10	216,698.00	(13,909.10)
Barber & Beauty	7,413.65	6,928.00	(485.65)	13,439.62	13,856.00	416.38
Adult Day Care	16,658.62	20,577.00	3,918.38	31,088.19	41,154.00	10,065.81
Alzheimers and Related Disorders	124,015.92	94,632.00	(29,383.92)	244,154.65	189,264.00	(54,890.65)
Total Expenses	1,381,846.96	1,309,841.00	(52,005.96)	2,633,724.36	2,619,682.00	(14,042.36)
Net Operating Income	(153,890.57)	(95,154.00)	(58,736.57)	(161,070.44)	(190,308.00)	29,237.56
NonOperating Income						
Local Taxes	88,607.06	88,531.00	276.06	173,337.73	173,062.00	275.73
Miscellaneous NI Revenue	134.42	501.00	(366.58)	558.70	1,002.00	(443.30)
Total NonOperating Income	88,941.48	87,032.00	(90.52)	173,896.43	174,064.00	(167.57)
Net Income (Loss)	(66,949.09)	(8,122.00)	(58,827.09)	12,825.99	(16,244.00)	29,069.99

Champaign County Nursing Home
Actual vs Budget Statement of Operations

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Description	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
Operating Income						
Miscellaneous Revenue						
Lunch Reimbursement	383.00	525.00	(162.00)	903.00	1,050.00	(147.00)
Late Charge, NSF Check Charge	1,468.82	1,334.00	134.82	3,364.54	2,668.00	696.54
Other Miscellaneous Revenue	85.89	717.00	(631.31)	105.89	1,434.00	(1,328.31)
Total Miscellaneous Revenue	1,917.51	2,576.00	(658.49)	4,373.23	5,152.00	(778.77)
Medicare A Revenue						
Medicare A	238,703.06	201,154.00	37,549.06	470,186.45	402,308.00	67,880.45
ARD - Medicare A	8,559.09	14,568.00	(6,008.91)	25,348.31	29,138.00	(3,787.69)
NH Pt_Care - Medicare Advantage/ Hmo	48,674.52	42,629.00	6,045.52	101,648.27	85,256.00	16,390.27
ARD_Pt Care - Medicare Advantage/ HMO		884.00	(884.00)		1,768.00	(1,768.00)
Total Medicare A Revenue	295,936.67	259,235.00	38,701.67	597,185.03	518,470.00	78,715.03
Medicare B Revenue						
Medicare B	28,428.93	39,052.00	(10,623.07)	47,184.42	78,104.00	(30,919.58)
Total Medicare B Revenue	28,428.93	39,052.00	(10,623.07)	47,184.42	78,104.00	(30,919.58)
Medicaid Revenue						
Medicaid Title XIX (IDHFS)	329,805.79	341,342.00	(11,536.21)	665,294.16	682,684.00	(17,389.84)
ARD - Medicaid Title XIX (IDHFS)	118,927.79	155,113.00	(36,185.21)	242,773.16	310,228.00	(67,452.84)
Patient Care-Hospice	30,754.35	8,071.00	22,683.35	71,001.90	16,142.00	54,859.90
ARD Patient Care - Hospice	22,284.48	5,842.00	16,442.48	60,084.14	11,684.00	48,400.14
Total Medicaid Revenue	501,772.39	510,368.00	(8,595.61)	1,039,153.36	1,020,736.00	18,417.36
Private Pay Revenue						
VA-Veterans Nursing Home Care	15,819.83	11,507.00	4,312.83	35,973.86	23,014.00	12,959.86
ARD - VA - Veterans Care		2,923.00	(2,923.00)		5,846.00	(5,846.00)
Nursing Home Patient Care - Private Pay	247,267.87	273,516.00	(26,248.13)	521,329.28	547,032.00	(25,702.72)
Nursing Home Beauty Shop Revenue	3,580.30	3,731.00	(150.70)	6,951.80	7,462.00	(510.20)
Medical Supplies Revenue	6,091.37	5,594.00	497.37	11,500.72	11,188.00	312.72
Patient Transportation Charges	1,702.34	1,626.00	76.34	2,789.09	3,252.00	(462.91)
ARD Patient Care- Private Pay	90,376.40	84,475.00	5,901.40	177,477.90	186,950.00	8,527.90
Total Private Pay Revenue	364,838.11	383,372.00	(18,533.89)	756,022.85	766,744.00	(10,721.35)
Adult Day Care Revenue						
VA-Veterans Adult Daycare	4,240.95	2,500.00	1,740.95	7,584.15	5,000.00	2,584.15
IL Department Of Aging-Day Care Grant (Title XX)	10,128.01	12,917.00	(2,788.99)	20,096.11	25,834.00	(5,737.89)
Adult Day Care Charges-Private Pay	693.82	4,887.00	(3,973.18)	1,054.97	9,334.00	(8,279.03)
Total Adult Day Care Revenue	15,062.78	20,084.00	(5,021.22)	28,735.23	40,168.00	(11,432.77)
Total Income	1,207,956.39	1,214,687.00	(6,730.61)	2,472,653.92	2,429,374.00	43,279.92

Operating Expenses

Administration

Reg. Full-Time Employees	26,711.12	29,665.00	2,953.88	49,928.52	59,330.00	9,401.48
Temp. Salaries & Wages	1,991.86	903.00	(1,088.86)	3,630.52	1,806.00	(1,824.52)
Per Diem	231.78	209.00	(22.78)	231.78	418.00	186.22
Overtime	128.52	103.00	(25.52)	393.78	206.00	(187.78)
TOPS - Balances	481.82	1,185.00	703.18	(838.67)	2,370.00	3,208.67
TOPS - FICA	38.88	90.00	53.14	(84.16)	160.00	244.16
Social Security - Employer	2,039.80	2,210.00	170.40	3,793.93	4,420.00	626.07
IMRF - Employer Cost	2,509.02	2,866.00	356.98	4,680.08	5,732.00	1,051.92
Workers' Compensation Insurance	1,895.87	1,707.00	11.13	3,619.19	3,414.00	(205.19)
Unemployment Insurance	1,781.67	500.00	(1,281.67)	1,859.69	1,000.00	(859.69)

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Champaign County Nursing Home
Actual vs Budget Statement of Operations

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Description	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
Employee Health/Life Insurance	3,859.20	4,840.00	980.80	7,718.40	9,680.00	1,961.60
IMRF - Early Retirement Obligation	3,485.44	3,510.00	44.56	6,930.88	7,020.00	89.12
Employee Development/Recognition	28.97	164.00	125.03	62.94	308.00	245.06
Employee Physicals/Lab	1,492.80	1,922.00	429.20	2,992.80	3,844.00	851.20
Stationary & Printing	498.95	322.00	(176.95)	498.95	644.00	145.05
Books, Periodicals & Manuals	97.00	11.00	(86.00)	166.00	22.00	(144.00)
Copier Supplies	731.04	749.00	17.98	1,501.69	1,498.00	(3.69)
Postage, UPS, Federal Express	360.00	619.00	259.00	890.27	1,238.00	547.73
Operational Supplies	1,566.83	2,133.00	566.37	2,873.14	4,266.00	1,392.86
Audit & Accounting Fees	4,023.50	3,861.00	(362.50)	8,047.00	7,322.00	(725.00)
Attorney Fees	2,502.50	7,249.00	4,748.50	2,502.50	14,498.00	11,995.50
Professional Services	41,881.41	50,250.00	8,368.59	70,614.28	100,500.00	29,885.74
Job Required Travel Expense	151.08	165.00	13.92	219.92	330.00	110.08
Insurance	22,508.37	20,620.00	(1,868.37)	44,950.04	41,240.00	(3,710.04)
Property Loss & Liability Claims		481.00	481.00		962.00	962.00
Computer Services	3,373.01	4,203.00	829.99	11,834.86	8,406.00	(3,428.86)
Telephone Services	1,632.52	1,475.00	(157.52)	3,143.14	2,950.00	(193.14)
Automobile Maintenance		48.00	48.00		96.00	96.00
Legal Notices, Advertising	4,046.60	3,924.00	(122.60)	4,264.60	7,848.00	3,583.40
Photocopy Services	800.00	870.00	70.00	1,900.00	1,740.00	(160.00)
Public Relations	14.24	3.00	(11.24)	306.34	6.00	(300.34)
Dues & Licenses	1,833.15	1,115.00	(718.15)	3,458.23	2,230.00	(1,228.23)
Conferences & Training	42.00	369.00	347.00	42.00	778.00	736.00
Finance Charges, Bank Fees	1,615.85	218.00	(1,397.85)	2,899.54	436.00	(2,463.54)
Cable/Satellite TV Expense	909.25	2,465.00	1,555.75	3,383.57	4,930.00	1,546.43
IPA Licensing Fee	44,162.50	53,444.00	9,281.50	90,674.00	106,888.00	16,214.00
Fines & Penalties		1,225.00	1,225.00		2,450.00	2,450.00
Depreciation Expense	61,304.52	61,763.00	458.48	121,815.72	123,526.00	1,710.28
Interest-Tax Anticipation Notes Payable		583.00	583.00		1,166.00	1,166.00
Interest- Bonds Payable	10,840.83	11,133.00	292.17	21,681.66	22,268.00	584.34
Total Administration	251,349.28	278,982.00	27,632.72	482,406.93	557,964.00	75,557.07
Environmental Services						
Reg. Full-Time Employees	26,386.34	30,627.00	4,240.66	52,117.90	61,254.00	9,136.10
Overtime	2,189.84	751.00	(1,438.84)	4,595.68	1,502.00	(3,093.68)
TOPS - Balances	1,670.05	1,274.00	(396.05)	(196.19)	2,548.00	2,744.19
TOPS- FICA	127.76	97.00	(30.76)	2,336.09	194.00	(2,142.09)
Social Security - Employer	2,148.32	2,328.00	179.68	4,269.37	4,656.00	386.63
IMRF - Employer Cost	2,886.44	3,138.00	251.56	5,678.50	6,276.00	597.50
Workers' Compensation Insurance	1,558.30	1,735.00	176.70	3,521.34	3,470.00	(51.34)
Unemployment Insurance	1,868.67	833.00	(1,035.67)	2,056.98	1,668.00	(390.98)
Employee Health/Life Insurance	6,283.49	7,236.00	952.51	12,566.98	14,472.00	1,905.02
Books, Periodicals & Manuals	98.45		(98.45)	98.45		(98.45)
Operational Supplies	7,323.81	4,744.00	(2,579.81)	12,501.94	9,488.00	(3,013.94)
Professional Services	1,554.05		(1,554.05)	1,554.05		(1,554.05)
Gas Service	13,428.94	12,106.00	(1,322.94)	25,428.94	24,212.00	(1,216.94)
Electric Service	18,894.74	21,891.00	2,996.26	37,949.07	43,782.00	5,832.93
Water Service	2,832.45	2,307.00	(525.45)	5,418.75	4,614.00	(804.75)
Pest Control Service	482.00	554.00	72.00	964.00	1,108.00	144.00
Waste Disposal & Recycling	2,441.48	4,125.00	1,683.52	7,188.75	8,250.00	1,063.25
Equipment Rentals	258.00	260.00	2.00	516.00	520.00	4.00
Sewer Service & Tax	1,365.31	1,634.00	268.69	2,865.31	3,268.00	402.69
Total Environmental Services	93,798.24	95,640.00	1,841.76	181,430.09	191,260.00	9,849.91
Laundry						
Reg. Full-Time Employees	7,909.12	9,083.00	1,173.88	15,654.00	18,188.00	2,512.00

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Champaign County Nursing Home
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Description	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
Overtime	500.28	229.00	(271.28)	918.36	458.00	(460.36)
TOPS Balances	703.53	507.00	(196.53)	919.44	1,014.00	94.58
TOPS - FICA	53.82	38.00	(15.82)	70.34	76.00	5.86
Social Security - Employer	630.20	666.00	57.80	1,242.64	1,376.00	133.38
IMRF - Employer Cost	846.56	928.00	81.44	1,652.78	1,656.00	203.22
Workers' Compensation Insurance	467.76	515.00	47.24	1,055.02	1,030.00	(25.02)
Unemployment Insurance	560.90	233.00	(327.90)	560.90	488.00	(94.90)
Employee Health/Life Insurance	2,258.00	1,782.00	(476.00)	4,516.00	3,564.00	(952.00)
Laundry Supplies	2,342.95	1,601.00	(741.95)	3,097.95	3,202.00	104.05
Linen & Bedding	1,557.93	1,374.00	(183.93)	3,117.05	2,748.00	(369.05)
Total Laundry	17,831.05	16,978.00	(853.05)	32,804.48	33,956.00	1,151.52
Maintenance						
Reg. Full-Time Employees	3,667.12	4,105.00	437.88	6,918.36	8,210.00	1,291.64
Overtime		26.00	26.00		52.00	52.00
TOPS - Balances	(19.99)	223.00	242.99	(144.73)	448.00	590.73
TOPS - FICA	(1.53)	17.00	18.53	(11.08)	34.00	45.08
Social Security - Employer	279.14	312.00	32.86	526.86	624.00	97.32
IMRF - Employer Cost	374.73	421.00	46.27	700.54	842.00	141.48
Workers' Compensation Insurance	216.82	228.00	11.18	460.12	456.00	(4.12)
Unemployment Insurance	239.17	145.00	(94.17)	239.17	290.00	50.83
Employee Health/Life Insurance	573.20	4.00	(569.20)	1,148.40	8.00	(1,138.40)
Gasoline & Oil		12.00	12.00	2,614.34	24.00	(2,590.34)
Ground Supplies		23.00	23.00		48.00	46.00
Maintenance Supplies	3,251.31	4,882.00	1,430.69	5,951.90	9,364.00	3,412.10
Professional Services		20.00	20.00		40.00	40.00
Automobile Maintenance	340.33	573.00	232.67	717.41	1,148.00	428.59
Equipment Maintenance	2,541.46	1,758.00	(783.46)	4,712.34	3,516.00	(1,196.34)
Equipment Rentals	17.60		(17.60)	293.20		(293.20)
Nursing Home Building Repair/Maintenance	8,705.52	7,500.00	(1,205.52)	14,001.82	15,000.00	998.18
Conferences & Training		243.00	243.00		486.00	486.00
Landscaping Services		4.00	4.00		8.00	8.00
Parking Lot/Sidewalk Maintenance	4,583.00	981.00	(3,622.00)	4,908.00	1,922.00	(2,986.00)
Nursing Home Building Construction/Improvements		778.00	778.00		1,566.00	1,566.00
Total Maintenance	24,767.88	22,035.00	(2,732.88)	43,034.47	44,070.00	1,035.53
Nursing Services						
Reg. Full-Time Employees	123,305.59	111,176.00	(12,129.59)	233,843.54	222,352.00	(11,491.54)
Reg. Part-Time Employees		2,911.00	2,911.00		5,822.00	5,822.00
Temp. Salaries & Wages	13,564.86	27,780.00	14,215.12	29,164.45	55,560.00	28,375.55
Overtime	51,048.50	40,254.00	(10,792.50)	111,697.02	60,508.00	(31,189.02)
TOPS - Balances	3,204.42	3,706.00	501.58	5,572.43	7,412.00	1,839.57
No Benefit Full-Time Employees	85,292.17	86,145.00	852.83	161,493.35	172,290.00	10,796.65
No Benefit Part-Time Employees	34,925.74	30,710.00	(4,215.74)	75,999.33	61,420.00	(14,579.33)
TOPS - FICA	245.13	283.00	37.87	426.29	566.00	139.71
Social Security - Employer	23,074.62	22,525.00	(549.62)	45,963.76	45,050.00	(913.76)
IMRF - Employer Cost	29,461.31	27,043.00	(2,418.31)	57,780.07	54,066.00	(3,694.07)
Workers' Compensation Insurance	15,173.19	16,533.00	1,359.81	33,489.31	33,066.00	(423.31)
Unemployment Insurance	19,704.02	5,833.00	(13,871.02)	23,041.76	11,666.00	(11,375.76)
Employee Health/Life Insurance	18,812.50	17,316.00	(1,496.50)	37,625.00	34,632.00	(2,993.00)
Books, Periodicals & Manuals		84.00	84.00	139.95	128.00	(11.95)
Stocked Drugs	1,580.90	3,333.00	1,752.10	3,434.08	6,666.00	3,231.92
Pharmacy Charges-Public Aid	1,038.69	992.00	(46.69)	3,077.88	1,984.00	(1,093.88)
Oxygen	5,104.13	3,333.00	(1,771.13)	5,164.63	6,666.00	1,501.37
Incontinence Supplies	11,211.88	9,000.00	(2,211.88)	21,235.41	18,000.00	(3,235.41)
Pharmacy Charges - Insurance	1,770.98	6,666.00	4,895.02	6,002.57	13,332.00	7,329.43

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Description	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
Equipment < \$2,500	2,539.84		(2,539.84)	7,786.38		(7,786.38)
Operational Supplies	23,160.51	15,240.00	(7,940.51)	45,342.87	30,480.00	(14,862.87)
Pharmacy Charges-Medicare	16,519.42	13,449.00	(3,070.42)	31,188.98	28,898.00	(4,290.98)
Medical/Dental/Mental Health	3,400.00	1,616.00	(1,784.00)	6,800.00	3,232.00	(3,568.00)
Professional Services	37,256.10	5,000.00	(32,256.10)	83,138.67	10,000.00	(53,138.67)
Job Require Travel		81.00	81.00		162.00	162.00
Laboratory Fees		2,013.00	2,013.00	2,894.83	4,026.00	1,131.17
Equipment Rentals	5,397.00	4,084.00	(1,313.00)	12,830.13	8,168.00	(4,662.13)
Dues & Licenses		45.00	45.00		90.00	90.00
Conferences & Training		526.00	526.00		1,052.00	1,052.00
Contract Nursing Services	51,578.86	50,000.00	(1,578.86)	105,110.16	100,000.00	(5,110.16)
Medicare Medical Services	802.06	6,250.00	5,447.94	835.09	12,500.00	11,564.91
Medical/ Health Equipment		449.00	449.00		898.00	898.00
Total Nursing Services	579,190.44	514,356.00	(64,834.44)	1,131,195.74	1,028,712.00	(102,483.74)
Activities						
Reg. Full-Time Employees	14,253.54	16,666.00	2,412.46	26,522.62	33,332.00	6,809.38
Overtime	113.86	38.00	(75.86)	233.59	76.00	(157.59)
TOPS - Balances	(1,873.40)	250.00	2,123.40	(1,666.45)	500.00	2,368.45
TOPS - FICA	(143.31)	19.00	162.31	(142.78)	38.00	160.78
Social Security - Employer	1,023.06	1,245.00	221.94	1,928.24	2,490.00	561.76
IMRF - Employer Cost	1,374.59	1,677.00	302.41	2,566.09	3,354.00	787.91
Workers' Compensation Insurance	844.90	923.00	78.10	1,775.85	1,846.00	70.15
Unemployment Insurance	815.87	308.00	(507.87)	1,045.90	616.00	(429.90)
Employee Health/Life Insurance	2,230.09	3,012.00	781.91	5,030.78	6,024.00	993.22
Operational Supplies	664.33	245.00	(419.33)	990.16	490.00	(500.16)
Professional Services		125.00	125.00		250.00	250.00
Conferences & Training		81.00	81.00		162.00	162.00
Total Activities	19,303.33	24,589.00	5,285.67	38,084.00	49,178.00	11,094.00
Social Services						
Reg. Full-Time Employees	7,372.81	11,489.00	4,116.19	14,207.69	22,978.00	8,770.31
Temp. Salaries & Wages		601.00	601.00		1,202.00	1,202.00
Overtime	28.62	387.00	358.38	95.09	774.00	678.91
TOPS - Balances	525.08	533.00	7.92	334.53	1,066.00	731.47
TOPS - FICA	40.17	40.00	(0.17)	25.59	60.00	54.41
Social Security - Employer	563.89	918.00	354.11	1,083.90	1,836.00	752.10
IMRF - Employer Cost	756.88	1,176.00	419.14	1,441.38	2,352.00	910.62
Workers' Compensation Insurance	438.02	690.00	253.98	947.61	1,380.00	432.39
Unemployment Insurance	484.54	275.00	(209.54)	484.54	550.00	65.48
Employee Health/Life Insurance	1,694.60	2,076.00	381.20	3,389.60	4,152.00	762.40
Books, Periodicals & Manuals		58.00	58.00		116.00	116.00
Professional Services	11,831.80	235.00	(11,596.80)	19,468.30	470.00	(18,998.30)
Conferences & Training		121.00	121.00		242.00	242.00
Total Social Services	23,734.39	18,599.00	(5,135.39)	41,476.23	37,198.00	(4,278.23)
Physical Therapy						
Reg. Full-Time Employees	4,548.48	4,377.00	(171.48)	8,701.44	8,754.00	52.56
Overtime		3.00	3.00	8.31	6.00	(2.31)
TOPS - Balances	(341.86)	324.00	665.86	(534.16)	648.00	1,182.16
TOPS - FICA	(26.13)	24.00	50.13	(40.86)	48.00	88.86
Social Security - Employer	335.20	339.00	3.80	643.86	678.00	34.34
IMRF - Employer Cost	450.00	431.00	(19.00)	856.04	862.00	5.96
Workers' Compensation Ins.	288.91	242.00	(26.91)	578.48	484.00	(94.48)
Unemployment Insurance	291.29	91.00	(200.29)	291.29	182.00	(109.29)
Employee Health/Life Insurance	1,141.20	1,204.00	62.80	2,282.40	2,408.00	125.60

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Actual vs Budget Statement of Operations

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Description	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
Professional Services	33,381.86	43,916.00	10,534.32	62,469.19	87,832.00	25,362.81
Total Physical Therapy	40,048.97	50,951.00	10,902.03	75,255.78	101,902.00	28,648.22
Occupational Therapy						
Reg. Full-Time Employees	2,263.21	2,102.00	(161.21)	4,329.63	4,204.00	(125.83)
Overtime				(11.31)		11.31
TOPS - Balances	128.54	36.00	(92.54)	(2.48)	72.00	74.48
TOPS - FICA	9.83	2.00	(7.83)	(0.19)	4.00	4.19
Social Security - Employer	171.73	149.00	(22.73)	328.60	298.00	(30.60)
IMRF - Employer Cost	230.54	217.00	(13.54)	437.05	434.00	(3.05)
Workers' Compensation Ins.	133.81	116.00	(17.81)	287.60	232.00	(55.60)
Unemployment Insurance	147.60	48.00	(101.60)	147.60	92.00	(55.60)
Employee Health/Life Insurance	570.60	602.00	31.40	1,141.20	1,204.00	62.80
Professional Services	31,093.05	40,231.00	9,137.95	59,599.11	80,462.00	20,862.89
Total Occupational Therapy	34,748.91	43,501.00	8,752.09	66,256.83	87,002.00	20,745.17
Speech Therapy						
Professional Services	9,167.90	13,724.00	4,556.10	18,832.75	27,448.00	8,615.25
Total Speech Therapy	9,167.90	13,724.00	4,556.10	18,832.75	27,448.00	8,615.25
Respiratory Therapy						
Professional Services	3,857.50		(3,857.50)	3,857.50		(3,857.50)
Total Respiratory Therapy	3,857.50		(3,857.50)	3,857.50		(3,857.50)
Total This Department	12,825.40	13,724.00	898.60	22,490.25	27,448.00	4,957.75
Food Services						
Reg. Full-Time Employees	40,318.39	39,617.00	(701.39)	77,744.81	79,234.00	1,489.19
Reg. Part-Time Employees	1,968.12	2,422.00	453.88	3,781.72	4,844.00	1,062.28
Overtime	3,677.84	1,471.00	(2,206.84)	8,508.33	2,942.00	(5,566.33)
TOPS - Balances	(2,472.74)	498.00	2,970.74	(3,205.58)	996.00	4,201.58
TOPS - FICA	(189.16)	38.00	227.16	(245.22)	76.00	321.22
Social Security - Employer	3,462.09	3,222.00	(240.09)	6,783.61	6,444.00	(339.61)
IMRF - Employer Cost	4,852.16	4,344.00	(308.16)	9,024.42	8,688.00	(336.42)
Workers' Compensation Insurance	2,500.06	2,406.00	(94.06)	5,421.10	4,812.00	(609.10)
Unemployment Insurance	2,817.50	1,083.00	(1,734.50)	3,569.28	2,188.00	(1,403.28)
Employee Health/Life Insurance	7,371.80	7,603.00	431.40	14,740.60	15,806.00	865.40
Food	38,436.37	38,083.00	(2,353.37)	79,666.98	72,186.00	(7,502.98)
Nutritional Supplements	2,844.78	2,500.00	(344.78)	6,230.37	5,000.00	(1,230.37)
Operational Supplies	5,966.85	3,756.00	(2,210.85)	10,771.92	7,512.00	(3,259.92)
Professional Services	4,402.27	2,616.00	(1,786.27)	7,002.86	5,232.00	(1,770.86)
Equipment Rentals	404.95	394.00	(10.95)	809.90	786.00	(21.90)
Dues & Licenses		13.00	13.00		26.00	28.00
Conferences & Training		83.00	83.00		166.00	166.00
Total Food Services	116,160.88	108,349.00	(7,811.88)	230,607.10	216,698.00	(13,909.10)
Barber & Beauty						
Reg. Full-Time Employees	4,568.72	4,448.00	(122.72)	8,740.17	8,892.00	151.83
Overtime	4.56	4.00	(0.56)	(14.12)	8.00	22.12
TOPS - Balances	241.26	155.00	(86.26)	29.18	310.00	280.82
TOPS - FICA	18.45	11.00	(7.45)	2.23	22.00	19.77
Social Security - Employer	304.52	242.00	(62.52)	585.05	484.00	(101.05)
IMRF - Employer Cost	408.81	336.00	(72.81)	778.09	672.00	(106.09)
Workers' Compensation Insurance	270.15	248.00	(24.15)	580.84	492.00	(88.84)
Unemployment Insurance	294.04	188.00	(128.04)	294.04	332.00	37.96
Employee Health/Life Insurance	1,141.20	1,204.00	62.80	2,282.40	2,408.00	125.60
Operational Supplies	161.94	118.00	(43.94)	161.94	238.00	74.06

Tuesday, March 05, 2013

8:36 AM

Champaign County Nursing Home
Actual vs Budget Statement of Operations

01/31/13

6

Description	Actual	Budget	Variance	YTD Actual	YTD Budget	Variance
Total Barber & Beauty	7,413.65	6,928.00	(485.65)	13,439.62	13,856.00	416.38
Adult Day Care						
Reg. Full-Time Employees	10,150.39	12,908.00	2,757.61	19,434.87	25,816.00	6,381.13
Temp. Salaries & Wages		32.00	32.00		84.00	84.00
Overtime		50.00	50.00	28.10	100.00	71.90
TOPS - Balances	1,090.08	340.00	(750.08)	553.34	680.00	126.66
TOPS - FICA	83.39	26.00	(57.39)	42.33	52.00	9.67
Social Security - Employer	758.32	958.00	199.68	1,455.37	1,916.00	480.63
IMRF - Employer Cost	1,018.09	1,288.00	269.91	1,935.63	2,576.00	840.37
Workers' Compensation Insurance	800.14	718.00	117.88	1,291.43	1,436.00	144.57
Unemployment Insurance	654.00	250.00	(404.00)	654.00	500.00	(154.00)
Employee Health/Life Insurance	2,282.40	2,598.00	315.60	4,564.80	5,196.00	831.20
Books, Periodicals & Manuals		30.00	30.00		60.00	60.00
Gasoline & Oil		1,319.00	1,319.00	1,069.41	2,536.00	1,566.59
Operational Supplies	21.81	35.00	13.19	58.91	70.00	11.09
Conferences & Training		25.00	25.00		50.00	50.00
Total Adult Day Care	16,656.82	20,577.00	3,918.36	31,088.19	41,154.00	10,066.81
Alzheimers and Related Disord						
Reg. Full-Time Employees	25,448.59	22,433.00	(3,015.59)	49,442.43	44,866.00	(4,576.43)
Overtime	9,950.71	11,837.00	1,886.29	23,436.80	23,674.00	235.20
TOPS - Balances	326.21	369.00	82.79	474.42	778.00	303.58
No Benefit Full-Time Employees	23,823.12	21,748.00	(2,077.12)	45,536.34	43,492.00	(2,044.34)
No Benefit Part-Time Employees	20,076.20	12,785.00	(7,291.20)	34,325.95	25,570.00	(8,755.95)
TOPS - FICA	24.95	29.00	4.05	36.29	58.00	21.71
Social Security - Employer	5,981.05	5,145.00	(838.05)	11,527.11	10,290.00	(1,237.11)
IMRF - Employer Cost	8,032.37	6,942.00	(1,090.37)	15,332.86	13,864.00	(1,448.86)
Workers' Compensation Insurance	4,088.14	1,895.00	(2,191.14)	8,666.28	3,790.00	(4,876.28)
Unemployment Insurance	4,786.40	1,500.00	(3,286.40)	6,298.76	3,000.00	(3,298.76)
Employee Health/Life Insurance	4,522.40	3,783.00	(739.40)	9,044.80	7,566.00	(1,478.80)
Operational Supplies		77.00	77.00		154.00	154.00
Conferences & Training		238.00	238.00		476.00	476.00
ARD - Contract Nursing	16,957.78	5,833.00	(11,124.78)	40,030.61	11,688.00	(28,364.61)
Total Alzheimers and Related Disorders	124,015.92	94,632.00	(29,383.92)	244,154.66	189,264.00	(54,890.65)
Total Expenses	1,381,846.96	1,309,841.00	(52,005.96)	2,633,724.36	2,619,682.00	(14,042.36)
Net Operating Income	(153,890.57)	(95,154.00)	(58,736.57)	(161,070.44)	(190,308.00)	29,237.56
NonOperating income						
Local Taxes						
Current-Nursing Home Operating	88,530.67	88,531.00	(0.33)	173,061.34	173,062.00	(0.66)
Payment in Lieu of Taxes	276.39		276.39	276.39		276.39
Total Local Taxes	88,807.06	88,531.00	276.06	173,337.73	173,062.00	275.73
Miscellaneous NI Revenue						
Investment Interest	134.42	84.00	50.42	134.42	168.00	(33.58)
Restricted Donations		417.00	(417.00)	424.28	634.00	(409.72)
Total Miscellaneous NI Revenue	134.42	501.00	(366.58)	558.70	1,002.00	(443.30)
Total NonOperating Income	88,941.48	87,032.00	(90.52)	173,896.43	174,084.00	(167.57)
Net Income (Loss)	(68,949.09)	(8,122.00)	(58,827.09)	12,825.99	(16,244.00)	29,069.99

01/31/13

Champaign County Nursing Home
Balance Sheet

1

ASSETS

Current Assets

Cash

Cash	\$1,140,749.95
Petty Cash	\$300.00
Total Cash	<u>\$1,141,049.95</u>

Rec., Net of Uncollectible Amounts

Accts Rec-Nursing Home Private Pay	\$782,373.03
Accts Rec-Nursing Home Med Adv/ HMO/ Ins	\$898,231.44
Total Rec., Net of Uncollectible Amounts	<u>\$1,680,604.47</u>

Rec., Net of Uncollectible Amounts

Accts Rec-Nursing Home Hospice	\$210,680.22
Allowance for Uncollectible Accts-Private Pay	(\$12,932.00)
Allowance for Uncollectible Accts-Patient Care P	(\$2,323.00)
Allowance for Uncollectible Accts-Patient Care H	(\$309.00)
Total Rec., Net of Uncollectible Amounts	<u>\$195,116.22</u>

Accrued Interest

Property Tax Revenue Receivable	\$173,754.59
Total Accrued Interest	<u>\$173,754.59</u>

Intergvt. Rec., Net of Uncollectibl

Due from Collector Funds	\$76.01
Due From Other Funds	(\$18.01)
Due from Other Governmental Units	\$497,959.14
Due from IL Public Aid	\$643,576.88
Due from IL Department of Aging-Title XX	\$90,850.65
Due from US Treasury-Medicare	\$639,328.10
Due From VA-Adult Daycare	\$14,364.41
Due From VA-Nursing Home Care	\$70,328.49
Allowance for Uncollectible Accts-IPA	(\$17,564.00)
Allow For Uncollectible Accts-IL Dept Of Aging	(\$545.00)
Allowance for Uncollectible Accts-Medicare	(\$10,258.00)
Allowance For Uncollectible Accts-VA Adult Day C	(\$76.00)
Allowance for Uncollectible Accts-VA Veterans Nu	(\$443.00)
Total Intergvt. Rec., Net of Uncollectibl	<u>\$1,927,577.67</u>

Prepaid Expenses

Prepaid Expenses	\$13,627.22
Stores Inventory	\$11,822.68
Total Prepaid Expenses	<u>\$25,249.90</u>

Long-Term Investments

Patient Trust Cash, invested	\$7,338.77
Total Long-Term Investments	<u>\$7,338.77</u>
Total Current Assets	<u>\$5,150,691.57</u>

01/31/13

Champaign County Nursing Home
Balance Sheet

2

Fixed Assets

Nursing Home Buildings	\$23,223,630.04
Improvements not Buildings	\$469,743.52
Equipment, Furniture & Autos	\$1,313,192.18
Accumulated Depreciation-Land Improvements	(\$221,125.71)
Accumulated Depreciation-Equipment, Furniture, &	(\$787,321.46)
Accumulated Depreciation-Buildings	(\$3,474,739.59)
Total Fixed Assets	\$20,523,378.98
Total ASSETS	\$25,674,070.55

LIABILITIES & EQUITY**Current Liabilities**

A/R Refunds	(\$3,275.48)
Accounts Payable	\$1,472,310.81
Salaries & Wages Payable	\$209,410.78
Interest Payable - Bonds	\$21,681.86
Due To Accounts Payable Fund	\$0.00
Due to General Corporate Fund	\$333,141.98
Due to Others (Non-Government)	\$0.00
Tax Anticipation Notes Payable	\$914,000.00
Total Current Liabilities	\$2,947,269.55

Non-Current Liabilities

Nursing Home Patient Trust Fund	\$7,338.77
Bonds Payable	\$3,065,000.00
Accrued Compensated Absences	\$343,039.37
Total Non-Current Liabilities	\$3,415,378.14
Total Current Liabilities	\$6,362,647.69

Equity

Revenues	\$0.00
Retained Earnings-Unreserved	\$19,283,755.29
Year To Date Earnings	\$14,841.58
Contributed Capital	\$0.00
Total Equity	\$19,311,422.86
Total LIABILITIES & EQUITY	\$25,674,070.55

**Champaign County Nursing Home
Statement of Cash Flows (Indirect Method)
2 Months
November 30, 2012 through January 31, 2013**

CASH FLOW FROM OPERATING ACTIVITIES:

Net Income (Loss) - YTD	\$ 12,826
Depreciation Expense	121,816
(Incr.)/Decr. in Accounts Receivable	(240,943)
(Incr.)/Decr. in Prepaid Expenses	(5,033)
(Incr.)/Decr. in Inventory	-
(Incr.)/Decr. in Patient Trust	465
Incr./(Decr.) in Accounts Payable	(546,169)
Incr./(Decr.) in Salaries and Wages Payable	63,399
Incr./(Decr.) in Interest Payable	21,682
Incr./(Decr.) in Accrued Com. Absences	3,530
Incr./(Decr.) in Other Liabilities	<u>(3,272)</u>
Net Cash Provided by Operating Activities	(571,699)

CASH FLOW FROM INVESTING ACTIVITIES:

Purchase of Equipment	-
Improvements (CIP)	<u>-</u>
Net Cash Provided by Investing Activities	-

CASH FLOW FROM FINANCING ACTIVITIES:

Increase in Tax Anticipation Note	914,000
(Decrease) in Bonds Payable	-
Increase in Equity Adjustment	<u>-</u>
Net Cash Provided by Financing Activities	914,000

Total Cash Flow	342,301
Beginning Cash Flow - 11/30/2012	<u>798,749</u>
ENDING CASH - 1/31/2013	<u>\$ 1,141,050</u>

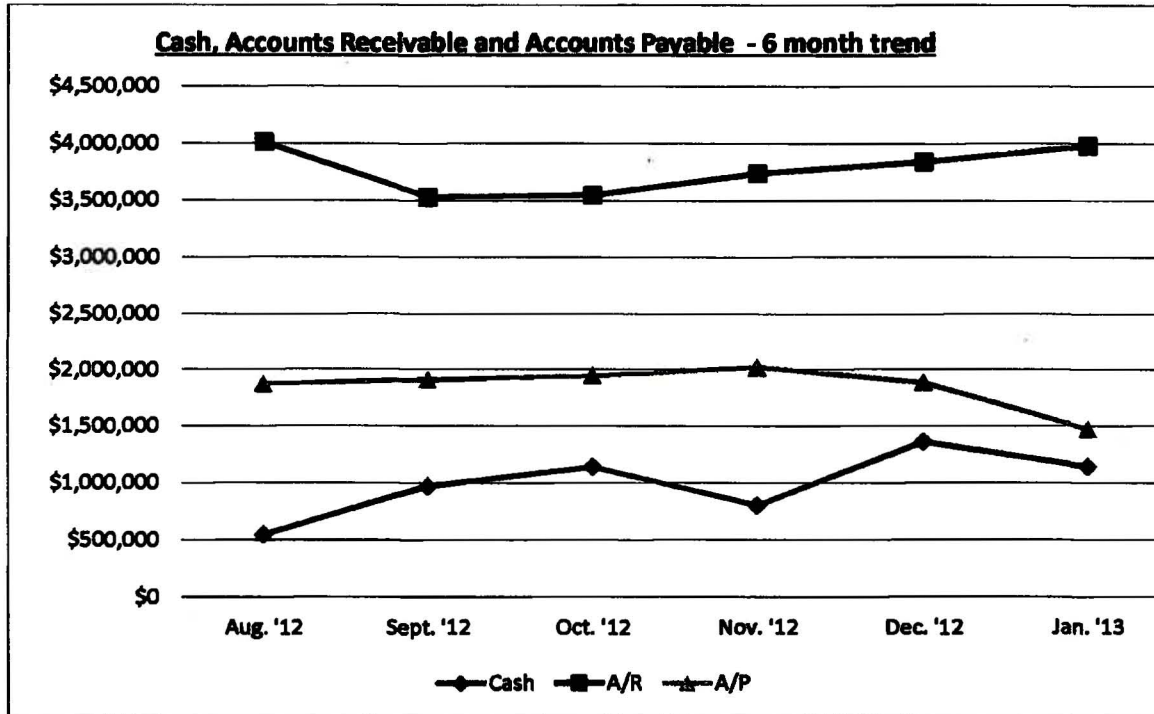
Champaign County Nursing Home
Monthly Statements of Cash Flow (Indirect Method)
August 31, 2012 through January 31, 2013

	<u>Aug. '12</u>	<u>Sept. '12</u>	<u>Oct. '12</u>	<u>Nov. '12</u>	<u>Dec. '12</u>	<u>Jan. '13</u>
<u>CASH FLOW FROM OPERATING ACTIVITIES:</u>						
Net Income (Loss) - Monthly	\$ 408	\$ 34,521	\$ 36,194	\$ (111,852)	\$ 79,775	\$ (66,949)
Depreciation Expense	60,638	60,638	60,638	66,948	60,511	61,305
(Incr./Decr. in Accounts Receivable)	(222,711)	480,770	(19,808)	(189,950)	(104,421)	(136,520)
(Incr./Decr. in Prepaid Expenses)	12,356	12,356	12,356	67,850	(53,869)	48,836
(Incr./Decr. in Inventory)	-	-	-	8,850	(8,850)	8,850
(Incr./Decr. in Patient Trust)	(145)	(164)	(705)	1,329	(55)	521
Incr./Decr. in Accounts Payable	(157,664)	36,459	35,624	75,078	(135,548)	(410,621)
Incr./Decr. in Salaries and Wages Payable	58,501	33,364	52,039	15,424	(212,350)	275,749
Incr./Decr. in Interest Payable	11,425	11,425	11,426	(43,784)	(2,502)	24,184
Incr./Decr. in Accrued Com. Absences	799	(2,222)	(10,633)	(26,096)	(413)	3,943
Incr./Decr. in Other Liabilities	146	163	705	(1,654)	8,184	(3,652)
Net Cash Provided (Used) by Operating Activities	<u>(236,247)</u>	<u>667,310</u>	<u>177,836</u>	<u>(137,857)</u>	<u>(369,538)</u>	<u>(194,354)</u>
<u>CASH FLOW FROM INVESTING ACTIVITIES:</u>						
Purchase of Equipment	-	-	(7,540)	(6,051)	-	-
Improvements (CIP)	(13,527)	13,527	-	(13,527)	-	-
Net Cash Provided (Used) by Investing Activities	<u>(13,527)</u>	<u>13,527</u>	<u>(7,540)</u>	<u>(19,578)</u>	<u>-</u>	<u>-</u>
<u>CASH FLOW FROM FINANCING ACTIVITIES:</u>						
Incr./Decr. in Tax Anticipation Note	(76,268)	(254,923)	-	-	914,000	-
Incr./Decr. in Bonds Payable	-	-	-	(170,000)	-	-
Incr./Decr. in Equity Adjustment	-	-	(53)	(12,564)	26,220	(26,220)
Net Cash Provided (Used) by Financing Activities	<u>(76,268)</u>	<u>(254,923)</u>	<u>(53)</u>	<u>(182,564)</u>	<u>932,413</u>	<u>(26,220)</u>
Total Cash Flow	<u>(326,042)</u>	<u>425,914</u>	<u>170,243</u>	<u>(339,999)</u>	<u>562,875</u>	<u>(220,574)</u>
Beginning Cash Balance (Prior Month's)	868,633	542,591	968,505	1,138,748	798,749	1,361,624
MONTH ENDING CASH BALANCE	<u>\$ 542,591</u>	<u>\$ 968,505</u>	<u>\$ 1,138,748</u>	<u>\$ 798,749</u>	<u>\$ 1,361,624</u>	<u>\$ 1,141,050</u>

**Champaign County Nursing Home
August 31, 2012 through January 31, 2013**

Key Balance Sheet Items Charted Below:

	<u>Aug. '12</u>	<u>Sept. '12</u>	<u>Oct. '12</u>	<u>Nov. '12</u>	<u>Dec. '12</u>	<u>Jan. '13</u>
Cash	542,591	968,505	1,138,748	798,749	1,361,624	1,141,050
A/R	4,007,123	3,526,354	3,546,162	3,736,112	3,840,535	3,977,053
A/P	1,871,319	1,907,778	1,943,402	2,018,480	1,882,932	1,472,311



REQUEST FOR BUDGET TRANSFER
NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 13-00001

FUND 080 GENERAL CORPORATE
 080 GENERAL CORPORATE

DEPARTMENT 075 GENERAL COUNTY
 140 CORRECTIONAL CENTER

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
080-140-512.03 SLEP REG FULL-TIME EMP'EE	33,427.	080-075-533.99 CONTINGENT EXPENSE

EXPLANATION: TO TRANSFER FUNDS TO APPROPRIATE GENERAL CORPORATE FUND
DEPARTMENT LINE ITEM TO COVER THE COST OF FY2013 NEGOTIATED FOP BARGAINING
UNIT WAGE INCREASES.

DATE SUBMITTED: 3-4-2013 Debra L. Bunn
 APPROVED BY PARENT COMMITTEE: _____ DATE: _____ AUTHORIZED SIGNATURE
 * PLEASE SIGN IN BLUE INK *

APPROVED BY BUDGET AND FINANCE COMMITTEE: _____ DATE: _____

REQUEST FOR BUDGET AMENDMENT

BA NO. 13-00016

FUND 080 GENERAL CORPORATE

DEPARTMENT 140 CORRECTIONAL CENTER

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-140-512.03 SLEP REG FULL-TIME EMP'EE	3,678,185	3,678,185	3,819,185	141,000
TOTALS	3,678,185	3,678,185	3,819,185	141,000

INCREASED REVENUE BUDGET:

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

EXPLANATION: MONEY NEEDED TO COVER COST OF SIGNING BONUS PER SETTLEMENT OF FOP BARGAINING UNIT FOR FY2013.

DATE SUBMITTED: <u>3-4-2013</u>	AUTHORIZED SIGNATURE <u>Debra L. Busby</u>	** PLEASE SIGN IN BLUE INK **
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APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

CHAMPAIGN COUNTY PROBATION AND COURT SERVICES

Joseph J. Gordon
Director

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

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

Date: March 4, 2013

TO: Mr. Christopher Alix, Chairman of the Finance Committee
Members of the Committee of the Whole

FR: Joseph J. Gordon

RE: Request for approval to apply for grant

We have been asked to partner with Community Elements on a U.S. Department of Justice: Bureau of Justice Assistance Justice and Mental Health Collaboration Program Grant. This program grant seeks to increase public safety through innovative cross-system collaboration for individuals with mental illnesses or co-occurring mental health and substance abuse disorders who come into contact with the justice system. These grant funds would be a Category 1: PLANNING grant with a maximum award of \$50,000.00. Twenty percent of the amount must be supplied in match funds. Community Elements plans on using funding allocated to their agency from the Champaign County Mental Health Board for criminal justice programs and in-kind support for program activities to meet this requirement. The proposed activities of this grant are to establish a collaborative structure to evaluate community needs in Champaign County, determine current activities and available resources, identify evidence-based practices and establish measurable goals and objectives for initiatives to improve outcomes for the target population and the public. The structure will include representatives from the courts, law enforcement, attorneys, treatment providers, community planners, and program evaluators. A critical element of planning for this group will be a sustainability plan for all proposed activities.

The grant specifies that the lead agency must be a state agency or unity of local government with applicants being required to demonstrate that the project will be administered jointly by an agency responsible for criminal or juvenile justice activities and a mental health agency. There should be no match cost to the County as the match will be supplied by either the Mental Health Board or Community Elements. Although this department will be the lead agency and we will be required to maintain the budget and pay expenses, there will be no personnel involved from the County. The Auditor's Office will be required to process this budget as they do other county programs but this grant should still require a low level of services from that Department.

The deadline application for this grant is March 28, 2013. Community Elements is preparing the grant package which we will review and provide additional information as needed in our role as lead agency.

We request permission to participate in the application for this grant. I will attend the March 12th meeting should you have any questions.

Thank you for your consideration of this request.

Date: March 4, 2013

To: Finance - Committee of the Whole

From: Susan Monte, County Recycling Coordinator

Re: Contract and Lease for 2013 Countywide Residential Electronics Collections

**Requested
Action:** Approve

Status

At the January 2013 Committee of the Whole meeting, members approved the proposal to issue a Request for Proposal (RFP) for a Recycling Contractor for two Countywide Residential Electronics Collections to be held in 2013.

Two qualified responses were received to the RFP by the February 4, 2013 response due date. Staff recommends that the qualified electronics recycling company for the two 2013 collections be Advanced Technology Recycling, Inc.

Request:

This is a request to the Finance - Committee of the Whole to authorize the Contractor Agreement and Lease documents to be forwarded to the County Board for approval at the upcoming March 21, 2013 County Board meeting.

Attachments:

- A Agreement Between Contractor, Coordinator, and Host Site dated February 14, 2013**
- B Lease For 2013 Countywide Residential Electronics Collection Events dated February 19, 2013**

**AGREEMENT REGARDING PROVISION OF RECYCLING AND/OR REFURBISHING SERVICES FOR
2013 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, THE NEWS GAZETTE, INC., and ADVANCED TECHNOLOGY RECYCLING. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2013 Countywide Residential Electronics Collection Events ("Coordinator"), Advanced Technology Recycling ("Contractor"), and The News Gazette, Inc. ("Host Site"), signify acceptance of the terms of this Agreement. The Host Site location is: The News Gazette Distribution Center, 3202 Apollo Drive, Champaign, Illinois.

Section 1. Term

This Agreement is for services to be provided in conjunction with the two Countywide Residential Electronics Collections which are scheduled to occur on April 20, 2013 and October 12, 2013.

Section 2. Collection Event Schedule

2-1. Two Countywide Residential Electronics Collections in 2013 are scheduled to occur on Saturday, April 20, 2013, and Saturday, October 12, 2013.

2-2. In the event that severe inclement weather occurs on the originally scheduled date of Saturday, April 20, 2013, the alternate date for that collection event will be Saturday, May 4, 2013.

2-3. In the event that severe inclement weather occurs on the originally scheduled date of Saturday, October 12, 2013, the alternate date for that collection event will be Saturday, October 19, 2013.

2-4. The advertised hours of each collection event will be 8:00 a.m. to 12:00 noon.

Section 3. Access to Host Site

3-1. The Coordinator, event staff, and Contractor will have access to the Host Site premises after noon on the Friday prior to each event for purposes of setting up.

3-2. On the day of the event, the Coordinator, event staff and volunteers, and Contractor will have access to the Host Site premises from 6:00 a.m. to 4:00 p.m.

3-3. During the week following each event, on Monday through Friday, the Coordinator, event staff, and Contractor will have access to the Host Site loading dock and premises between the hours of 8:00 a.m. and 4:00 p.m. If the Coordinator, event staff or Contractor prefer to set a time for pick up with the Host Site, or prefers to call ahead, the contact person is the Host Site supervisor in charge: Terry McGraw. Phone contact information for Terry McGraw is: (217) 398-6869 or (217) 778-0665.

3-4. Access to the Host Site premises shall be limited to the following:

- a) Access to restrooms and the break room for use by the event staff and volunteers and Contractor's employees and volunteers as a station and lounge. Event staff may stock the area with coffee, water, and other non-alcoholic drinks and food snacks. Event staff and volunteers will be responsible for cleaning up the area after the event is concluded and will vacate the premises by 4:00 p.m. on the day of the event.
- b) Access to 1,500 to 2,000 square feet of floor space in the production area of the premises. This area shall be used for the storage of electronics materials in gaylords, re-usable containers, or on pallets. Prior to each event, the Host Site, in cooperation with the Coordinator and event staff, shall clearly designate the area that can be used by the event staff, volunteers and Contractor.
- c) Access to the southeast dock drop off bay doors of the Host Site.

Section 4. Coordinator Services to be Provided

4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees to:

- a) arrange for and conduct promotion and advertisement for the collection events; and
- b) provide sufficient volunteer labor at each collection event to:
 - 1) safely direct vehicles through the collection area;
 - 2) pick up on-site trash and recyclable cardboard, paper, styrofoam generated during the collection event, and sort these items into designated on-site containers; and
 - 3) unload vehicles dropping off items, and sort these items into gaylord boxes or to designated areas onsite, following agreed-upon sorting guidelines provided by the Contractor prior to each collection event.

Section 5. Contractor Services to be Provided

5-1. The Contractor agrees to provide recycling and refurbishing services for the planned collection events. These collection events will take place at the Host Site facility which is The News-Gazette Distribution Center located at 3202 Apollo Drive, in Champaign, Illinois. Area wide residents will drop off electronics waste on the dates and times indicated in Section 2.

5-2. The Contractor declares, as mentioned in the proposal, that it is an R2 certified company.

5-3. The Contractor accepts to enter into a contractual service agreement with the Coordinator and Host Site within 10 calendar days of notice to the successful proposer.

5-4. At no cost to the Coordinator or Host Site, the Contractor agrees to accept, process, and market the following accepted items (working and non-working):

Computer components:

- Computers, printers, copiers, monitors, keyboards, speakers, mice, cables, PDAs
- Software, CDROM/floppy disks, UPS, tablet computers
- Computer parts including but not limited to: circuit boards, hard drives, optical drives, power supplies, ribbon cables, RAM
- Networking equipment, hubs, switches, routers, cables, modems, scanners
- Ink cartridges

Communication Devices and Other Office Electronics:

- Cash registers, typewriters, adding machines, calculators
- Copiers, duplicators, voice recorders
- Label makers
- Portable power banks and coin counters
- Telephones, PBX systems, answering machines, fax machines,
- CB radios, ham radios, cell phones, pagers, Black Berry/ Palm Units, GPS units, Bluetooth serial port adapter
- Rechargeable batteries, battery chargers and adapters, surge strips
- Video recorders, video monitors, security systems, walkie-talkies

Entertainment:

- Television, VCRs, Radios, stereo equipment, tape recorders, record players, remote controls, MP3 players, compact disc players, e-readers
- Electronic toys, amplifiers, electronic keyboards
- Hand-held gaming devices, game consoles, Walkmans
- Digital cameras, camcorders

Miscellaneous:

- cables/cords/wire
- microwaves

5-5. The contractor will not accept the following unaccepted items:

- Refrigerators, dehumidifiers, air conditioners and other Freon-bearing devices
- Stoves, washer/dryers, garbage compactors, dishwashers
- Fluorescent lighting, ballast and other devices containing PCBs
- Medical waste
- Thermostats, fire detectors
- Alkaline batteries, other than installed in equipment
- Household hazardous waste
- Gas powered equipment and lawn equipment
- Vacuum cleaners
- Sewing machines

(continued)

- Desk/Office furniture or lighting
- Can openers, toaster ovens, coffee makers, digital (non-mercury) thermometers, digital kitchen scales and other small appliances
- Window fans
- Electric motors
- Sewing machines
- Electronic exercise equipment

5-6. The Contractor will supply a minimum of 10 employees for each collection event and will be responsible for all onsite stacking, shrink-wrapping, loading and transporting off-site of all items collected.

5-7. The Contractor will accept and recycle all recyclable materials (e.g., cardboard) generated at each collection event, and agrees to accept and properly dispose of any collected garbage generated during each collection event.

5-8. The Contractor agrees to pay The News-Gazette Distribution Center \$1500 per collection event held.

5-9. The Contractor agrees to pay the City of Champaign Police Department traffic control officer, at a rate of \$50.00 per hour of service on the day of each collection event.

5-10. The Contractor will provide proof of insurance requested as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, The News-Gazette, City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.

5-11. Before each event, the Contractor staff will provide instruction to the collection event organizer regarding requested day-of-event onsite separation, sorting and packaging of collected electronics waste by volunteers.

5-12. The Contractor agrees to provide, at no charge, and set up a sufficient amount of pallets, shrink-wrap and gaylord boxes at The News Gazette Distribution Center site prior to the beginning of each scheduled collection event.

5-13.

a) The Contractor agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be provided at the Host Site on the day of each collection event no later than 7:00 a.m.

b) The Contractor may choose to use motorized travel vehicles (MTVs) or forklifts owned by the Host Site during the collection event. The Contractor must notify the Host Site of its intent to do so 20 days prior to the collection event. If used, the Contractor shall be responsible to pay the following fees to the Host Site regardless of whether the equipment is used for all or part of the day: MTV - \$150/day, Forklift - \$200/day.

- c) If the Contractor engages its own employees to operate the Host Site's equipment, the Contractor must provide documentation showing that the employees have a valid operating engineer's license; a valid driver's license; and any other required certification in the State of Illinois.
- d) If the Contractor uses the Host Site's employees to operate equipment or perform any other labor that should be performed by the Contractor, the Contractor shall be responsible to pay for the service provided by the Host Site's employees at the rate of \$25/hour per person for labor.
- e) A sufficient number of Contractor's employees shall remain on site and working to complete the job of properly stacking recycled materials inside the Host Site's facility on the day of the collection event.
- f) If the Host Site's personnel must perform work that is the responsibility of the Contractor, either on the day of the collection event or on subsequent days, the Contractor will be charged for labor and equipment costs in accordance with the contract.
- e) All volunteers and employees of the Coordinator and Contractor shall comply with requests from the Host Site's representative on site pertaining to safety of people, property and equipment, use of Host Site's equipment, and use of the Host Site.
- f) If collected materials are to be temporarily stored at the Host Site, then throughout the day of the event, once a pallet of recycled materials is wrapped and ready for transport, the forklift operator shall take the pallet to the SE dock doors of the Host Site. From there, the materials will be immediately taken and stacked in the appropriate location inside the building. No other entryway to the facility will be used to bring recycled materials into the Host Site.

5-14. On an as-needed basis, the Contractor agrees, on a weekday immediately following or very soon after each collection event, the Contractor will provide employees at the Host Site sometime between the hours of 8:00 a.m. and 4:00 p.m. for the purpose of completely removing and loading palletized or gaylorded materials that have been stored in the Host Site facility into trailers utilizing one or more docks available at the Host Site.

5-15. The Contractor agrees to remove, transport and process, pursuant to the *Illinois Electronic Products Recycling and Reuse Act*, all materials collected and stored at the Host Site following each collection event by 4:00 p.m. on the following Friday after the conclusion of each collection event. The Contractor further agrees that if it fails to remove materials collected and stored at the Host Site by the deadline established in this paragraph, the Contractor will pay a late fee of \$100 per week, commencing seven days after the said deadline, and continuing until the removal of the stored materials. The Contractor shall pay any late fees due pursuant to this Paragraph to The News-Gazette, Attn: Amy George, 15 Main St., P.O. Box 677, Champaign, Illinois 61824-0677 or at such other place as the Host Site may designate.

5-16. Reporting/Documentation of E-waste: The Contractor will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest number for the items collected, within 30 days of each collection event.

Section 6. Host Site Terms of Agreement

6-1. The Host Site agrees that no lease fee will be due if at least seven days notice is provided to The News-Gazette regarding the need to cancel an event.

6-2. Cancellation Fee

- a) The Host Site agrees that there will be no cancellation fee in the event that inclement or severe weather conditions occur on the planned date for an event, and provided the collection event is rescheduled to occur on the alternate date for that collection event.
- b) The Contractor will be responsible for a \$750 lease fee, in the event that the collection event is cancelled with less than seven days' notice to the Host Site, and not rescheduled to the planned alternate date.

6-3. The Host Site agrees to send an invoice the Contractor following each 2013 collection event held, to include the cost of leasing the Host Site, plus any services of Host Site employees or Host Site equipment utilized by the Contractor for each collection event.

Section 7. Data Security Requirements

7-1. In order to ensure confidentiality and destruction of information or data remaining on hard drives or other electronics equipment that is dropped by residents at each event, the Contractor shall meet or exceed the requirements and standards indicated in the *Illinois Electronic Products Recycling and Reuse Act* regarding data security.

7-2. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 8. Employment Issues

8-1. The Contractor agrees that it is an independent Contractor. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Contractor pursuant to this Agreement does not constitute compensation paid to an employee.

8-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Contractor or its subcontractors under this Agreement. The Contractor shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Contractor is responsible for paying the payroll taxes and any employee benefits that the Contractor utilizes for this event.

Section 9. Licenses and Related Laws

9-1. The Contractor, by signing this Agreement, warrants that the Contractor, its employees, and its Contractors which will perform services requiring a license, will have and maintain any required license. However, the Contractor may meet the license requirement through use of a subcontractor; provided however, the Contractor's use of a subcontractor in that circumstance does not relieve the Contractor of any obligations under the Agreement.

9-2. The Contractor agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

Section 10. Liability and Insurance: Coordinator

10-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Contractor and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Coordinator's or its subcontractor's negligent or intentional acts or omissions.

10-2. The Coordinator further agrees to maintain adequate insurance to protect the Contractor and the Host Site against such risks. The Coordinator shall carry public liability, casualty and auto insurance in sufficient amount to protect the Contractor and the Host Site from liability for acts of the Coordinator. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.

10-3. The Coordinator assumes full responsibility for and shall indemnify the Contractor and Host Site for all loss or damage of whatsoever kind and nature to any and all Contractor and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Contractor's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Contractor or Host Site) property, and shall upon request and at the Contractor's or Host Site's expense, furnish to the Contractor or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Contractor or Host Site in obtaining recovery.

10-4. The Coordinator shall provide the Contractor and Host Site with proof of such insurance by April 1, 2013.

Section 11. Liability and Insurance: Contractor

11-1. The Contractor agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or

judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Contractor's or its subcontractor's negligent or intentional acts or omissions.

11-2. The Contractor further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Contractor shall carry Worker's Compensation Insurance in amount required by laws.

11-3. The Contractor assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or its subcontractor. The Contractor shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.

11-4. The Contractor shall provide the Coordinator and Host Site with proof of such insurance by April 1, 2013.

Section 12. No Alcohol on Grounds

The Contractor and Coordinator shall abide by the Host Site rules as set out in the Lease Agreement dated February 14, 2013 with regard to the use of the Host Site, including the provision that calls for no alcohol to be available on the Host Site.

Section 13. Choice of Law

13-1. This Agreement and the Contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.

13-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 14. Agreement Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Agreement Between Contractor, Coordinator, and Host Site

Section 15. Changes

The Coordinator, Host Site, or Contractor, may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between all parties shall be incorporated only in written amendments to this Agreement.

Section 16. Termination

16-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.

16-2. Notwithstanding the foregoing, the obligations of the Contractor under Section 17 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

Section 17. Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Contractor, arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

Section 18. Successors and Assigns

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Contractor and Host Site, respectively and their partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

In witness hereof, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

Contractor: Barbara Ehresman, President Advanced Technology Recycling	Date
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Coordinator: Alan Kurtz, County Board Chair Champaign County, Illinois	Date
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Host Site: John Foreman, President The News Gazette, Inc.	Date
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LEASE FOR
2013 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

This Agreement is made as of the date below the signature of the last entity to sign it, by and between THE NEWS-GAZETTE, INC. (herein referred to as "Lessor"), CHAMPAIGN COUNTY (herein referred to as "Lessee"), and Advanced Technology Recycling (hereinafter referred to as "Contractor".) The authorized signatures of the Lessor, Lessee, and Contractor signify acceptance of the terms of this Agreement. Lessor leases to the Lessee and Contractor the premises commonly known as 3202 Apollo Drive, Champaign Illinois 61822 (hereinafter referred to as the "premises") for the purposes and during the periods hereinafter set forth.

SECTION ONE: USE OF PREMISES

The subject premises shall be used and occupied by Lessee as a station for the staging of the 2013 Countywide Residential Electronics Collection Events (hereinafter referred to as the "event" or "events") and for the temporary storage of electronics materials (e.g. computers, televisions, printers, etc.) accumulated during the events. The premises shall not be used for any other purpose.

The events to be held during 2013 will occur on the following Saturday dates: April 20, 2013 and October 12, 2013. The April 20, 2013 event will have an alternate inclement weather date of May 4, 2013. The October 12, 2013 event will have an alternate inclement weather date of October 19, 2013.

Public drop-off times for each event will be from 8:00 a.m. to 12:00 noon.

The Lessee and Contractor shall comply with all the laws, ordinances, rules, and orders of appropriate governmental authorities including but not limited to those pertaining to the collection, storage and disposal of electronic recyclables during the term of this Lease.

The Lessee and Contractor will have access to the premises after noon on the Friday prior to each event for purposes of set up. On the day of the event, the Lessee and Contractor will have access to the premises from 6:00 a.m. to 4:00 p.m. Access to the premises shall be limited to the following:

- (a) Access to restrooms and the break room for use by the Lessees' and recycling contractor's employees and volunteers as a station and lounge. Lessee may stock the area with coffee, water, and other non-alcoholic drinks and food snacks. Lessee will be responsible for cleaning up the area after the event is concluded and will vacate the premises by 4:00 p.m. on the day of the event.
- (b) Access to 1,500 to 2,000 square feet of floor space in the production area of the premises. This area shall be used for the storage of electronics materials in gaylords, re-usable containers, and on pallets. Prior to each event, the Lessor, in cooperation with Lessee, shall clearly designate the area that can be used by the Lessee and recycling contractor.
- (c) Access to the south east drop off bay.

LEASE FOR 2013 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

SECTION 2: USE OF LESSOR'S EQUIPMENT AND PERSONNEL

The Contractor may use motorized travel vehicles (MTVs) or forklifts owned by Lessor during the event. The Contractor must notify Lessor of the Contractor's intent to do so 20 days prior to the event. If used, the following fees shall apply regardless of whether the equipment is used for all or part of the day: MTV - \$150/day, Forklift - \$200/day.

If the Contractor engages its own employees to operate Lessor's equipment, the Contractor must provide documentation showing that the employees have a valid operating engineer's license; a valid driver's license; and any other required certification in the State of Illinois. If the Contractor uses Lessor's employees to operate equipment or perform any other labor that should be performed by the Contractor, the Contractor shall be charged at the rate of \$25/hour per person for labor.

SECTION 3: STANDARD OPERATING RULES

1. **Volunteers.** Volunteers coordinated through the Lessee shall be engaged to help unload customer's vehicles, stack pallets with recycled materials, wrap pallets, and perform other activities as directed by the onsite representatives of the Lessee. Volunteers will not be used to operate any material moving equipment such as forklifts and MTVs. Volunteers will remain outside of the path of the material moving equipment both inside and outside the premises.

2. **Employees.** The Contractor will provide employees that are qualified to safely operate material moving equipment such as forklifts and MTVs, and utilize only those employees who a valid operating engineer's license; a valid driver's license; and any other required certification in the State of Illinois to operate the forklifts and MTVs.

A sufficient number of Contractor's employees shall remain on site and working to complete the job of properly stacking recycled materials inside the premises or into Contractor's trucks on the day of the collection.

3. **The News-Gazette Personnel.** If The News-Gazette personnel must perform work that is the responsibility of the Contractor, either on the day of the collection or on subsequent days, the Contractor will be charged for labor and equipment costs in accordance with the contract.

4. **The News-Gazette Instructions.** All volunteers and employees of the Lessee and their Contractor shall comply with requests from The News-Gazette's representative on site pertaining to safety of people, property and equipment, use of The News-Gazette equipment, and use of the premises.

5. **Operations.** Throughout the day of the event, once a pallet of recycled materials is wrapped and ready for transport, the forklift operator shall take the pallet to the south east

LEASE FOR 2013 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

dock doors of the premises. From there, the materials will be immediately taken and stacked in the appropriate location inside the building. No other entryway to the facility will be used to bring recycled materials into the premises.

Lessee will provide all of the staffing and volunteers needed to conduct the event and no staff from the Lessor will be required for this purpose, with the exception of Lessor's employees needed to provide access to the premises on the Friday afternoon prior to each event and on the day of the event, and to provide access to the premises to the Contractor's employees over the course of the five weekdays, as necessary, following each event. Lessee is solely responsible for the actions of its staff and volunteers. Lessee will, at Lessee's sole expense, keep and maintain the subject premises to which it has access in good and sanitary condition and repair during the term of this Lease and any renewal thereof.

Lessee will arrange for its Contractor to pick up all the gaylords, re-usable containers, and all electronics collected and stored onsite by the end of the day on the Friday following each event.

SECTION TWO: RENT

The Contractor agrees to pay, without demand, to Lessor as rent for the above-described premises the sum of \$1500.00 per event, within 30 days following each event. The Lease term shall be from April 19, 2013 through December 31, 2013. The Lessee will have two events during 2013, and may have more under the terms of this Lease with the advanced written permission of Lessor. All payments are to be received at The News-Gazette, Attn: Amy George, 15 Main St., P.O. Box 677, Champaign, Illinois 61824-0677 or at such other place as Lessor may designate. Late payment constitutes a default in payment of rent. A late charge of \$100.00 shall be charged Contractor as additional rent for each payment not received within 30 days following each event. The payment of the late charge, and its acceptance by Lessor, does not act as a waiver of Contractor's breach of this Lease due to late payment.

In the event there is some circumstance that results in any of the planned events being canceled without a minimum of 7 days notice, then the total Lease fee due to The News Gazette would be 50% (or \$750) of the regular per-event cost (\$1500).

SECTION THREE: SIGNAGE AND PROMOTION

Lessor will be a Title Sponsor of all events and all promotional material will include the Lessor's sponsorship. Lessor will provide a minimum of 66 inches of advertising space in its daily newspaper, at no additional cost to Lessee, to inform the public of each of the events. Lessee will provide signage on the day of the event to direct the public to the drop off site.

LEASE FOR 2013 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS**SECTION FOUR: ASSIGNMENT AND SUBLETTING**

Without the prior written consent of Lessor, the Lessee or Contractor shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this Lease. If Lessor consents to an assignment, subletting, concession or license, Lessee and Contractor shall remain liable to Lessor for the faithful performance of this Lease by such assignee, sublessee, concessionaire or licensee.

SECTION FIVE: DAMAGE TO PREMISES

If the subject premises, or any part thereof, or the subject personal property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Contractor's use of the premises, or that of Contractor's employees or agents, then the Contractor shall indemnify and hold Lessor harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Contractor's activities. Upon repair, Contractor shall bear all costs, payable when due. In the event of such damage, at Lessor's option, it may terminate the Lease without notice to the Contractor or Lessee.

If the subject premises, or any part thereof, or the subject personal property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Lessee's use of the premises, or that of Lessee's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Lessee; then Lessee shall indemnify and hold Lessor harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Lessee's activities. Upon repair, Lessee shall bear all costs, payable when due. In the event of such damage, at Lessor's option, it may terminate the Lease without notice to Lessee or Contractor.

SECTION SIX: DANGEROUS MATERIALS

The Lessee or Contractor shall not keep or have on the subject premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

LEASE FOR 2013 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

SECTION SEVEN: RIGHT OF INSPECTION

Lessor and Lessor's agents shall have the right at all times to enter the subject premises for the purpose of inspecting the premises, all building and improvements thereon, and all of Lessor's personal property.

SECTION EIGHT: SUBORDINATION OF LEASE

This Lease and Lessee's and Contractor's leasehold interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

SECTION NINE: SURRENDER OR VACATING OF PREMISES

Upon receipt of a notice to vacate or quit, Lessee and Contractor shall surrender the premises and personal property hereby leased, in as good a state and condition as they were at the commencement of this Lease. No holding over after expiration shall be considered to be an extension or renewal of this Lease without the written approval of Lessor. In all instances upon the termination of the Lease or the vacating of the premises, standard clean-up by the Lessee and by Contractor shall include the following: removal of trash associated with each event and repairing anything which has been damaged by Lessee's or by Contractor's use.

SECTION TEN: WAIVER OF BREACH

No waiver of any breach or breaches of any provision of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision or of any other provision hereof.

SECTION ELEVEN: TIME OF THE ESSENCE

Time is of the essence of each and every provision hereof.

SECTION TWELVE: INSURANCE

LESSEE. Lessee shall, at its own expense, maintain in force a policy of public liability and property insurance, and worker's compensation insurance insuring against liability for injury to or death of persons, or damage to property, occurring in or about the demised premises due to the Lessee's use of the premises, or that of the Lessee's employees, agents, visitors, volunteers, invitees and members of the public including those who drop off electronics items, and vendors engaged by Lessee. Proof of the insurance will be provided to Lessor. ***LIABILITY LIMITS ARE TO BE NO LESS THAN A \$1MILLION/OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE. LESSEE WILL NAME THE NEW-GAZETTE, INC. AS AN ADDITIONAL INSURED. LESSEE'S INSURANCE***

LEASE FOR 2013 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

WILL BE PRIMARY AND NONCONTRIBUTORY. Lessee shall be solely responsible to its own agents and employees and to all third persons, including invitees and the public, for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased premises by Lessee and arising out of each event. Lessee does hereby indemnify and hold harmless Lessor, its agents, employees, affiliates, directors, and officers regarding said claims, liabilities, actions, costs, damages and expenses.

CONTRACTOR. Contractor shall, at its own expense, maintain in force a policy of public liability and property insurance, and worker's compensation insurance insuring against liability for injury to or death of persons, or damage to property, occurring in or about the demised premises due to the Contractor's use of the premises, or that of the Contractor's employees, agents, and vendors engaged by Contractor. Proof of the insurance will be provided to Lessor. ***LIABILITY LIMITS ARE TO BE NO LESS THAN A \$1MILLION/OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE. LESSEE WILL NAME THE NEW-GAZETTE, INC. AS AN ADDITIONAL INSURED. CONTRACTOR'S INSURANCE WILL BE PRIMARY AND NONCONTRIBUTORY.*** Contractor shall be solely responsible to its own agents and employees and to all third persons, including invitees for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased premises by Contractor and arising out of each event. Contractor does hereby indemnify and hold harmless Lessor, its agents, employees, affiliates, directors, and officers regarding said claims, liabilities, actions, costs, damages and expenses.

SECTION THIRTEEN: DEFAULT

If any default is made in the payment of rent, or any part thereof, at the times specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons and property of Lessees and of Contractors as it sees fit. Lessee and Contractor shall be given a three-day written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within three days of receipt of such notice, Lessee and the Contractor have corrected the default or breach.

Notice to Lessee may be made by hand delivery to Susan Monte, Champaign County Recycling Coordinator, Regional Planning Commission, 1776 E. Washington Street, Urbana, Illinois, or first class, U.S. Mail, postage prepaid to Susan Monte, Champaign County Recycling Coordinator, Regional Planning Commission, 1776 E. Washington Street, Urbana, Illinois 61802. Notice will be deemed to be received by Lessee when actually received by Susan Monte, Champaign County Recycling Coordinator, or on the day following the date when the mail or email is sent, whichever is the earliest. Any default hereunder by Lessee shall entitle Lessor to recover all damages, costs, and reasonable attorneys' fees from Lessee, whether or not Lessor was required to institute legal proceedings for the enforcement of this Lease.

LEASE FOR 2013 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

Notice to Contractor may be made by hand delivery to Ray Magee, Account Manager, Advanced Technology Recycling, 601 E. Prairie Street, Pontiac, IL or first class, U.S. Mail, postage prepaid to Ray Magee, Account Manager, Advanced Technology Recycling, 601 E. Prairie Street, Pontiac, IL 61764. Notice will be deemed to be received by Contractor when actually received by Ray Magee, Account Manager, Advanced Technology Recycling, or on the day following the date when the mail or email is sent, whichever is the earliest. Any default hereunder by Contractor shall entitle Lessor to recover all damages, costs, and reasonable attorneys' fees from Contractor, whether or not Lessor was required to institute legal proceedings for the enforcement of this Lease.

SECTION FOURTEEN: ABANDONMENT

If at any time during the term of this Lease, the Contractor abandons the subject premises or the property it collects during a countywide residential electronics collection event, Lessor may, at Lessor's option, without being liable for any prosecution therefore, and without becoming liable to Contractor for damages or any payment of any kind whatever, consider any personal property belonging to Contractor and left on the premises to also have been abandoned, in which case Lessor may keep or dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Lessor cannot obtain a decision by Contractor regarding the removal and disposal of the recycling materials within seven days following each event that occurs during 2013.

SECTION FIFTEEN: GOVERNING LAW

This Lease shall be construed in accordance with the Laws of the State of Illinois and the parties subject themselves to the venue and jurisdiction of Champaign County, Illinois.

SECTION SIXTEEN: CONTACT INFORMATION

Contact information for the Lessee is as follows:

Name: Champaign County
Address: 1776 E. Washington Street, Urbana, Illinois 61802
Contact person: Susan Monte
Title: Champaign County Recycling Coordinator
Contact's work phone: (217) 328-3313 Contact's cell phone:

LEASE FOR 2013 COUNTYWIDE RESIDENTIAL ELECTRONICS COLLECTION EVENTS

Contact information for the Contractor is as follows:

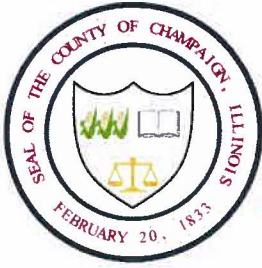
Name: Advanced Technology Recycling
Address: 601 E. Prairie Street, Pontiac, Illinois 61764
Contact Person: Ray Magee
Title: Account Manager
Contact's work phone: (815) 844-7779

IN WITNESS WHEREOF, the parties have executed this Lease at Champaign County, Illinois, the day and year first above written.

LESSOR: The News-Gazette, Inc.
By: John R. Foreman
Its: President

LESSEE: Champaign County
By: Alan Kurtz
Its: County Board Chair

CONTRACTOR: Advanced Technology Recycling
By: Barbara Ehresman
Its: President



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: Christopher Alix, Deputy Chair of Finance and MEMBERS of the
CHAMPAIGN COUNTY BOARD**

FROM: Deb Busey, County Administrator

DATE: January 28, 2013

RE: General Corporate Fund Hiring Freeze

ISSUE:

The operations of the offices of the General Corporate Fund that are not administered by elected officials remain under a Champaign County Board required hiring freeze, last amended in December 2010. To provide greater equity of operations across the elected and non-elected offices of county government, and across offices whether General Corporate Fund or other Special Revenue Fund operations, I am requesting the County Board consider rescinding the Hiring Freeze as currently required by Resolution No. 7601.

HISTORY:

In February 2009, the County Board adopted Resolution No. 6888, imposing a hiring freeze on the offices and departments funded through the General Corporate Fund. This was done as a measure towards reduction of the FY2009 budget, as the County Board at this point recognized the necessity to cut the previously adopted FY2009 General Corporate Fund Budget by as much as 6% because of the impact of the 2008/2009 recession on the General Corporate Fund's revenues. This Resolution required every department head and official to hold any position which became vacant as vacant for a period of at least three months, unless consent was granted by the County Board Finance Committee to fill the position sooner; and required that after the three month vacancy, a position could only be filled if the affected department head or elected official obtained the approval of the County Board Finance Committee to fill the vacancy.

At a time when the County Board was amending the budgets of General Corporate Fund Departments, including those of elected officials, by cutting appropriations for FY2009, the elected officials and department heads recognized the Hiring Freeze as a necessary tool for managing the budget, and in many instances a tool which allowed the elimination of positions through the attrition process in lieu of the more difficult process of layoffs. While the County Board does not have the statutory authority to limit the operations of elected official offices through a County Board Resolution, such as the Hiring Freeze Resolution,

the elected officials willingly complied with this Hiring Freeze Resolution in 2009 - in recognition of the severe budget measures being taken at that time to balance the overall General Corporate Fund Budget, and the fact that those budget measures could result in the County Board cutting the appropriation of the elected official budgets.

In January 2010, the Hiring Freeze was further clarified with the adoption of Resolution No. 7248. Effectively, this Resolution allowed department heads and elected officials to fill positions which became vacant within their departments through the promotion or transfer of current employees into the position, as long as the position of the transferred or promoted employee was then held vacant pursuant to the same terms of the original hiring freeze Resolution. At this point, the General Corporate Fund was still facing additional cuts to reach balance of expenditure and revenue on an annual basis.

By December 2010, with the adoption and implementation of the FY2011 budget, the County had downsized the overall General Corporate Fund Budget by approximately 10% and the economy and economic outlook had stabilized. The staffing of the General Corporate Fund Departments had experienced an overall 9% reduction - going from a total staffing of 455 full-time equivalents in FY2009 to 414 full-time equivalents in FY2011. With the significant reduction in staffing, and a more optimistic budget outlook for the future, the Hiring Freeze was amended in December 2010 with the adoption of Resolution 7601. This resolution requires only that vacant positions be held vacant for three months before being filled, unless approval is obtained by the County Board Finance Committee to fill the position sooner. The requirement to obtain County Board authority for the permanent replacement of a vacant position was eliminated from the Hiring Freeze requirements.

RECOMMENDATION:

In light of the fact elected officials are not subject to the Hiring Freeze Resolution, and the fact that the hiring freeze only applied to General Corporate Fund Departments and Offices, this limitation in hiring now applies to only a few departments in county government: Administrative Services, EMA, Planning and Zoning, Physical Plant and Supervisor of Assessments. Additionally, the General Corporate Fund has been balanced now since FY2011, which significantly minimizes the need for this type of operational limitation on these remaining departments.

The Hiring Freeze was an effective tool, respected and adhered to by all the officials and department heads, when the County faced and had to manage difficult financial issues. I believe it is a tool that should be used in the future, if a similar economic downturn places at risk the resources of the General Corporate Fund. However, at this time, I do not believe the current Hiring Freeze Resolution is necessary or effective, and therefore request the Board's consideration of rescinding it.

REQUESTED ACTION:

The Finance Committee recommends to the County Board approval of a Resolution to Rescind Resolution No. 7601 – Establishing a Hiring Freeze for Champaign County Departments and Offices Funded Through the General Corporate Fund.

Thank you for your consideration of this recommendation. The three relevant Hiring Freeze Resolutions are attached to this Memorandum for your information.

attachments

RESOLUTION NO. 6888

A RESOLUTION ESTABLISHING A HIRING FREEZE FOR CHAMPAIGN COUNTY DEPARTMENTS AND OFFICES FUNDED THROUGH THE GENERAL CORPORATE FUND

WHEREAS, approximately 70% of the Champaign County General Corporate Fund budget is appropriated for the payment of salary and benefits of the employees of Champaign County; and

WHEREAS, the Champaign County Board acknowledges the increases in personnel costs require constant monitoring to ensure that those costs do not increase at a rate outpacing the revenues available to the County Board to cover those costs; and


WHEREAS, the Champaign County Board deems it advisable to avoid unnecessary expenditure for salaries and benefits from the General Corporate Fund;

WHEREAS, in furtherance of monitoring personnel costs, the Champaign County Board deems it necessary to adopt a hiring freeze for the departments and offices funded through the General Corporate Fund;

NOW, THEREFORE BE IT RESOLVED by the Champaign County Board that a hiring freeze for the departments and offices funded through the Champaign County General Corporate Fund is hereby enacted within the following parameters:

1. Any position funded by the Champaign County General Corporate Fund which is now or hereafter becomes vacant shall remain vacant for a period of at least three months, unless the department or office receives the consent of the Champaign County Board Finance Committee to fill the position sooner; and
2. Any position funded by the Champaign County General Corporate Fund which has been vacant for a period of at least three months may be filled if the affected department head or elected official has obtained the approval of the Champaign County Board Finance Committee to fill the position.

PRESENTED, ADOPTED, APPROVED and RECORDED this 19th day of
February, A.D. 2009.



C. Pius Weibel, Chair
Champaign County Board

ATTEST:



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

RESOLUTION NO. 7248

A RESOLUTION ESTABLISHING A HIRING FREEZE FOR CHAMPAIGN COUNTY DEPARTMENTS AND OFFICES FUNDED THROUGH THE GENERAL CORPORATE FUND AND RESCINDING RESOLUTION NO. 6888

WHEREAS, approximately 70% of the Champaign County General Corporate Fund budget is appropriated for the payment of salary and benefits of the employees of Champaign County; and

WHEREAS, the Champaign County Board acknowledges the increases in personnel costs require constant monitoring to ensure that those costs do not increase at a rate outpacing the revenues available to the County Board to cover those costs; and

WHEREAS, the Champaign County Board deems it advisable to avoid unnecessary expenditure for salaries and benefits from the General Corporate Fund;

WHEREAS, in furtherance of monitoring personnel costs, the Champaign County Board deems it necessary to adopt a hiring freeze for the departments and offices funded through the General Corporate Fund;

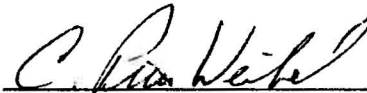
NOW, THEREFORE BE IT RESOLVED by the Champaign County Board that a hiring freeze for the departments and offices funded through the Champaign County General Corporate Fund is hereby enacted within the following parameters:

1. When a Champaign County General Corporate Fund employee leaves employment with the County, the affected Department shall maintain a vacant position within the Department for a period of at least three months, before advertising and posting a position for new hire. This does not limit the department head or elected official from management of the department's internal operations through movement of employees to positions within that department, including appointment of current employees to the position vacated by the departing employee, to ensure the appropriate operation of the department, but does require that after internal movement occurs the position last vacated remain vacant and that no new employees are hired, pursuant to the terms of this Resolution; and

2. Any position funded by the Champaign County General Corporate Fund which is now or hereafter becomes vacant pursuant to the terms stated in Paragraph 1 of this Resolution, shall remain vacant for a period of at least three months, unless the department or office receives the consent of the Champaign County Board Finance Committee to fill the position sooner; and
3. Any position funded by the Champaign County General Corporate Fund which has been vacant for a period of at least three months pursuant to the terms stated in Paragraph 1 of this Resolution may be filled if the affected department head or elected official has obtained the approval of the Champaign County Board Finance Committee to fill the position;

BE IT FURTHER RESOLVED by the County Board of Champaign County, that Resolution No. 6888 Establishing a Hiring Freeze for Champaign County Departments and Offices Funded through the General Corporate Fund, previously adopted by the County Board on February 19, 2009, is hereby rescinded.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 21st day of January, A.D. 2010.



C. Pius Weibel, Chair
Champaign County Board

ATTEST:



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

RESOLUTION NO. 7601

A RESOLUTION ESTABLISHING A HIRING FREEZE FOR CHAMPAIGN COUNTY DEPARTMENTS AND OFFICES FUNDED THROUGH THE GENERAL CORPORATE FUND AND RESCINDING RESOLUTION NO. 7248

WHEREAS, the Champaign County Board enacted a hiring freeze for the departments of the Champaign County General Corporate Fund in February 2009; and

WHEREAS, since the enactment of the aforesaid Hiring Freeze in February 2009, the County's General Corporate Fund departments have eliminated 40 full-time equivalent positions from their staffing budgets, a total 9% reduction in staffing for the General Corporate Fund from 455 full-time equivalent positions to 414.8 full-time equivalent positions; and

WHEREAS, the Champaign County Board recognizes that current staffing levels in its General Corporate Fund departments are required to maintain services and operations as currently budgeted and mandated; and


WHEREAS, in furtherance of monitoring personnel costs, the Champaign County Board deems it necessary to maintain a hiring freeze to keep General Corporate Fund Department vacant positions open for three months upon being vacated, but will not require those positions to be maintained vacant on a permanent basis;

NOW, THEREFORE BE IT RESOLVED by the Champaign County Board that a hiring freeze for the departments and offices funded through the Champaign County General Corporate Fund is hereby enacted within the following parameters:

1. When a Champaign County General Corporate Fund employee leaves employment with the County, the affected Department shall maintain a vacant position within the Department for a period of at least three months, before advertising and posting a position for new hire. This does not limit the department head or elected official from management of the department's internal operations through movement of employees to positions within that department, including appointment of current employees to the position vacated by the departing employee, to ensure the appropriate operation of the department, but does require that after internal movement occurs the position last vacated remain vacant and that no new employees are hired, pursuant to the terms of this Resolution; and
2. Any position funded by the Champaign County General Corporate Fund which is now or hereafter becomes vacant pursuant to the terms stated in Paragraph 1 of this Resolution, shall remain vacant for a period of at least three months, unless the department or office receives the consent of the Champaign County Board Finance Committee to fill the position sooner.


BE IT FURTHER RESOLVED by the County Board of Champaign County, that Resolution No. 7248 Establishing a Hiring Freeze for Champaign County Departments and Offices Funded through the General Corporate Fund, previously adopted by the County Board on January 21, 2010, is hereby rescinded.

PRESENTED, ADOPTED, APPROVED and RECORDED this 21st day of December, A.D. 2010.

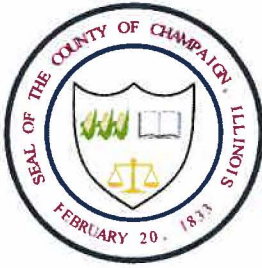


C. Pius Weibel, Chair
Champaign County Board

ATTEST:



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



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: Christopher Alix, Deputy Chair of Finance and MEMBERS of the
CHAMPAIGN COUNTY BOARD**

**FROM: Deb Busey, County Administrator
John Farney, County Auditor
Dan Welch, County Treasurer**

DATE: February 1, 2013

RE: Proposed Change to Fiscal Year

ISSUE:

55 ILCS 5/6-1001 gives county boards the authority to determine the fiscal year under which they will operate, and provides guidelines for the length of time the remaining balances are available for payment of obligations incurred in the prior fiscal year after the close of the fiscal year:

The annual budget adopted under this Act shall cover such a fiscal period of one year to be determined by the county board of each county except as hereinafter provided and all appropriations made therein shall terminate with the close of said fiscal period except as hereinafter provided, provided, however, that any remaining balances shall be available until 30 days after the close of the fiscal year in counties with a population of less than 100,000, and until 90 days after the close of the fiscal year in counties with a population of more than 100,000 but less than 3,000,000 inhabitants, only for the authorization of the payment of obligations incurred prior to the close of said fiscal period. Any county which determines to change its fiscal year may adopt a budget to cover such period greater or less than a year as may be necessary to effect such change and appropriations made therein shall terminate with the close of such period.

(Source: P.A. 90-777, eff. 1-1-99.)

We would like to propose to the County Board consideration of changing the County's Fiscal Year to the calendar year, and to keep remaining balances available for 60 days after the close of the fiscal year for the authorization of the payment of obligations incurred prior to the close of said fiscal period. To enable this change, we recommend the FY2014 budget be a 13 month budget – to cover the period from December 1, 2013 through December 31, 2014, and change to the period for closing the fiscal year from 30 days to 60 days.

ANALYSIS:

Fiscal Year Change

Following is our assessment of the advantages and disadvantages of adopting a change to the fiscal year which encompasses adopting a 13 month budget for FY2014 – from 12/1/13-12/31/14, and thereafter adopting a budget based on the calendar year – from 1/1/___ - 12/31/___.

Advantages:

1. Closing the fiscal year in January instead of December will create greater ease and flexibility for staff, especially in consideration of the holidays that fall in December.
2. Closing out the fiscal year often requires Budget Amendments by the County Board in the month after the fiscal year ends – the January Board Meeting is always later in the month than the December Board Meeting (again, due to holiday schedules) which also affords greater flexibility to departments in finalizing year end expenditures.
3. Employee wages reported on W2's will match what employees were told their annual salaries would be.
4. The County's fiscal year quarters would match up with fiscal year quarters on the federal, state, and local municipal fiscal years – which generates greater efficiency in reporting and budgeting for offices whose budgets must align with those fiscal years for various funding purposes.
5. There are required reports which must be done on both a calendar year and fiscal year basis by the Auditor and Treasurer. Aligning the fiscal year to the calendar year eliminates the need for duplicative reporting.
6. Aligns the fiscal year with the tax cycle – which is also on a calendar year schedule.

Disadvantages:

1. The 13-month FY2014 Budget will be required to be a deficit budget. The primary reason for this is that property tax revenue, which in FY2013 is 27% of the total General Corporate Fund revenue, is received between May and October. The average monthly value of this revenue in FY2013 is \$723,843. Spreading this same revenue over 13 months means there would be an anticipated revenue shortfall of \$723,843 with the adoption of a 13 month budget. It is a deficit in budget only, and does not change the actual revenue to expenditure position of the County. However, it is important for Board members to be aware of this issue before a 13-month FY2014 budget is presented.
2. The fund balance at the end of December will be lower than the current fund balance report which is based on the end of November. This is again, at least partially attributable, to the timing of annual property tax revenues which cover 27% of total revenue, as stated in #1 above. If this action had been taken with the FY2012 budget, the fund balance for the General Corporate Fund would currently stand at 10.4% of expenditure instead of 12.7%. The fund balance goal for the General Corporate Fund has stood at 12.5% over the past decade. Currently, because we are required to borrow from Public Safety Sales Tax to cover General Corporate Fund expenditures

before property taxes are received in April and May, the Treasurer and County Administrator were going to recommend an increase in that fund balance goal to 15%. However, if the fiscal year is changed, the fund balance goal could remain at 12.5% - it's just that it may take a year or two before it reaches that level (which is also true if we kept the current fiscal year and changed the goal to 15%).

3. The annual Budget Cycle would remain the same with the shift to the calendar year budget, because the County Board would continue to need to adopt the annual budget in November – so that in even-numbered years, the budget is adopted by the County Board preparing it – rather than by the County Board seated in December after an election. The only disadvantage here is that budget estimating will lose one month of current actual information in the overall cycle of budget preparation.

Counties that have moved to the calendar year fiscal year have noted greater ease and efficiency within their budgeting and reporting processes once the change has been implemented. These do include two of our comparable counties – McLean and Peoria.

Fiscal Year Closing

Allowing 60 days to close out the fiscal year accounting, instead of 30 days, will provide greater flexibility, efficiency and accuracy in reporting the County's revenues and expenditures. There is no disadvantage to making this change.

RECOMMENDATION:

We are all in agreement that amending the County's fiscal year from December 1- November 30 to the calendar year will provide long term benefits to the overall budgeting and accounting for the County. We acknowledge that it may create some difficulty in the FY2014 – 13 month – budget preparation, but believe the advantages far outweigh the disadvantages.

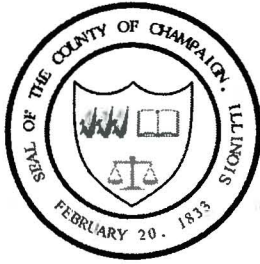
We are also all in agreement that allowing 60 days to close out the fiscal year is an advantage over maintaining the current 30 day window.

REQUESTED ACTION:

The Finance Committee recommends to the County Board approval of a Resolution to change the current County Fiscal Year of December 1-November 30 to a calendar year Fiscal Year from January 1-December 31.

The Finance Committee recommends to the County Board approval of a Resolution to approve that remaining balances at the close of the fiscal year shall be available until 60 days after the close of the fiscal year, only for the authorization of the payment of obligations incurred prior to the close of said fiscal period.

Thank you for your consideration of these recommendations. We will be in attendance at your meeting on February 12th if you have additional questions or concerns with regard to 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: Christopher Alix, Deputy Chair – FINANCE & Members of the
FINANCE COMMITTEE of the WHOLE**

FROM: Deb Busey, County Administrator

DATE: March 6, 2013

RE: Market Adjustment for Skilled Trades Classification

ISSUE:

The Physical Plant Department has attempted to fill a Skilled Trades Position for the past year, and because the salary grade is too low – has been unsuccessful in recruiting and retaining a qualified individual in the position.

REPORT:

The Skilled Trades position in the Physical Plant is an AFSCME General Unit Bargaining position. Currently there are three Skilled Trades Positions in the Authorized Staffing Budget for the Physical Plant, and the salary grade for the position is Grade H.

- On February 29, 2012, an individual was hired for the position and resigned on May 25, 2012 because he was offered more money to work for another entity.
- On September 10, 2012, an individual was hired for the position and resigned on January 11, 2013 because he was offered more money to work for another entity.
- On January 28, 2013, an individual was hired for the position and resigned on March 6, 2013 because he was offered more money to work for another entity.

Salary Grade H – pursuant to the AFSCME Contract, has a minimum starting salary of \$18.01/hour and maximum of \$27.02/hour in FY2013.

Pursuant to the Illinois Department of Labor Requirements and County Ordinance, the current established prevailing wages for classifications of positions which fall into the County's Skilled Trades classification are:

Electrician – Base Rate - \$36.34/hour
Plumber – Base Rate - \$36.86/hour

Carpenter – Base Rate - \$33.00/hour
Pipefitter – Base Rate - \$36.86/hour

RECOMMENDATION:

Based upon the fact that the County is not paying a competitive market wage for the Skilled Trades Position, I recommend that we apply a market adjustment to this classification and pay the Skilled Trades Position at Grade Range I, instead of Grade Range H where it is currently classified. This type of market adjustment has been done for other positions within the County's salary administration system – specifically for positions in IT, and for Engineer positions.

Re-assignment of the Skilled Trades Position to Grade Range I would allow a salary range as follows pursuant to the terms of the AFSCME Contract:

Minimum - \$20.38/hour

Maximum - \$30.57/hour

This represents a 13% increase in the salary range. While still not at the level of the prevailing wages outlined above, this increase should improve the County's ability to recruit and retain qualified individuals for these positions.

If the County Board concurs in the recommendation for a market adjustment to this salary range, we will also be required to negotiate the change with AFSCME, which will also result in appropriate adjustments for the two current employees who hold Skilled Trades positions in the Physical Plant Department.

Based on the two current employees, and a new hire all compensated at the recommended market adjustment to Grade Range I, the annual financial impact on the salary budget for the Physical Plant is an increase of \$15,329.60. Because of vacancies already experienced in FY2013, the Physical Plant Budget will not require a budget amendment in FY2013 to accommodate this change, if approved.

RECOMMENDED ACTION:

The Finance Committee recommends to the County Board that the Skilled Trades Position in the Physical Plant Department receive a market adjustment and be assigned to Grade Range I, as documented in the current AFSCME Contract.

Thank you for your consideration of this issue.

xc: Alan Reinhart, Facilities Director