

**CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE**

Finance/ Policy, Personnel, & Appointments/Justice & Social Services Agenda

County of Champaign, Urbana, Illinois

Tuesday, November 10, 2015 – 6:30 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 Agenda/Addenda

IV. Public Participation

V. Communications

VI. Policy, Personnel, & Appointments

A. Appointments/Reappointments (Italicized Name Denotes Incumbent)

1. Senior Services Advisory Committee – 2 Terms: December 1, 2015 – November 30, 2018 1 – 4
 - *Tami Fruhling-Voges*
 - *Cathy Lentz*
2. Public Aid Appeals Committee – 3 Terms: December 1, 2015- November 30, 2017 5 - 11
 - *Bryan Wrona*
 - *Andrew Quarnstrom*
 - *Bernie Magsamen*
3. Zoning Board of Appeals 12 – 17
 - *Brad Passalacqua* – December 1, 2015-November 30, 2020
 - Frank Dinovo – Unexpired Term ending November 30, 2019
4. Nursing Home Board of Directors – 3 Terms: December 1, 2015 – November 30, 2017 18 – 28
 - *Sam Banks*
 - *Catherine Emanuel*
 - Edmund Sutton
5. Deputy Sheriff Merit Commission – 1 Term December 1, 2015-November 30, 2018 29
 - *Sami L. Anderson*

B. County Clerk

1. October 2015 Report 30

C. County Board of Health

1. Health Ordinance of Champaign County, Illinois 31 – 87

-
- D. County Administrator 88 – 119
1. Administrative Services October 2015 Report
 2. County Board Calendar of Meetings for FY2016
 3. 2016 Holiday Calendar *(Information Only)*
 4. ADA Settlement Agreement Compliance Update – *(Information Only)*
 5. Approval of Renewal of Property Liability & Worker’s Compensation Policies for FY2016
 6. Resolution Honoring County Employees
 7. Resolution Honoring County Retirees
- E. Other Business
- F. Chair’s Report 120 – 133
1. Approval of County Administrator Contract Amendment
- G. Designation of Items to be Placed on the Consent Agenda

VII. Finance

- A. Treasurer
1. Monthly Report – October 2015 – Reports are available on the Treasurer’s Webpage at: <http://www.co.champaign.il.us/TREAS/reports.htm>
 2. Resolution Authorizing the Execution of a Deed of Conveyance of the County’s Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 46-21-06-353-013 134
 3. Resolution Authorizing the Execution of a Deed of Conveyance of the County’s Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 02-01-31-176-005 135
 4. Resolution Authorizing the Execution of a Deed of Conveyance of the County’s Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate, Permanent Parcel 02-01-31-176-004 136
- B. Auditor 137 - 140
1. Monthly Report – October 2015 – Reports are available on the Auditor’s Webpage at: <http://www.co.champaign.il.us/Auditor/monthlyreports.htm>
 2. Quarterly Financial Report
- C. Budget Amendments/Transfers 141 - 142
1. Budget Transfer 15-00006
Fund/Dept. 080 General Corporate-020 Auditor
Total amount: \$1,200
Reason: Additional Funds Needed to Create Online County Checkbook
 2. Budget Amendment 15-00055
Fund/Dept. 080 General Corporate-075 General County
Increased Appropriations: \$25,000

Increased Revenue: \$25,000

Reason: Pursuant to Resolution 9170, the County has been Awarded and Accepted the Department of Justice \$150,000 Mental Health Collaboration Program Grant Covering the Period from October 1, 2015-September 30, 2017. This Budget amendment is to Reflect the revenue and Expenditure for the Grant for November and December 2015.

D. Animal Control

1. Intergovernmental Agreement Between Champaign County and the Village of Pesotum for Animal Control Services 143 - 150
2. Intergovernmental Agreement Between Champaign County and the Village of Pesotum for Animal Impound Services

E. Children's Advocacy Center

1. Request Approval of Application for, and If Awarded, Acceptance of Illinois Criminal Justice Information Authority Grant 151 - 209

F. Nursing Home

1. Approval of Issuance of Tax Anticipation Warrants 208 - 222

G. County Administrator

1. FY 2015 General Corporate Fund Budget Projection Report *(to be distributed)*
2. FY 2015 General Corporate Fund Budget Change Report *(to be distributed)*
3. Recommendation for GIS Fee Increase 223 - 231
4. Xerox Proposal 232 - 266
5. Annual Tax Levy Ordinance 267 - 271
6. Annual Budget & Appropriation Ordinance 272 - 290

H. Other Business

I. Chair's Report

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

VIII. Justice & Social Services

A. Approval of Intent to Renew Re-Entry Program Grant Funding to Community Elements for the Term March 1, 2016 – February 28, 2017 291 - 314

B. 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 – September 2015
2. Emergency Management Agency – October 2015
3. Head Start – October 2015
4. Probation & Court Services – September 2015
5. Public Defender – September 2015

6. Veterans' Assistance Commission – October 2015

C. Other Business

D. Chair's Report

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

IX. Other Business

X. Adjournment

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue.

Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Tami Feuhling-Voges
ADDRESS: 407 N. 3rd P.O. Box 945 St. Joseph, IL. 61873
Street City State Zip Code
EMAIL: _____ PHONE: _____

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Senior Services Advisory Board.
BEGINNING DATE OF TERM: 11/30/15 ENDING DATE: 11/30/18

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

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

I have been serving on this board since 2006.
I also currently serve as the treasurer.

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

As an advisory board to the services provided to the communities seniors. I also provide information to bring back to my village of St. Joseph. Serve as a liason for my community.

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

Funding provided through grants & donations. These funds are available to help seniors with various services such as, emergency repairs, transportation, information & help w/ health insurance, etc.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes No If yes, please explain:

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

Yes No If no, please explain:

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

James D. Grubbs-Lobges
Signature

9/14/15
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Cathy Lentz

ADDRESS: 11010 E. Timber Dr. Mahomet IL 61853
Street City State Zip Code

EMAIL: cm.lentz1@gmail.com PHONE: (217)637-1726

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Senior Services Advisory Bd

BEGINNING DATE OF TERM: 12/1/15 ENDING DATE: 11/30/18?

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

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

Been on the board several years. Wkt. w/senior citizens since 1984.

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

To attend meetings, act in advisory role.

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

Not much.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes No If yes, please explain:

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

Yes No If no, please explain:

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

Cathy Lentz

Signature
9/8/15

Date

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

NAME: WRONA, BRYAN
ADDRESS: 3002 Valleybrook Champaign IL 61822
Street City State Zip Code
EMAIL: SUPERVISOR@Champaign PHONE: 217-714-5805
TOWNSHIP.COM
 Check Box to Have Email Address Redacted on Public Documents

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

NAME OF APPOINTMENT BODY OR BOARD: Public Aid Appeal
BEGINNING DATE OF TERM: 12-1-2015 ENDING DATE: 11-30-2016

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

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

- (A) 3 plus years as township supervisor with General Assistance Process training taken thru Township Officials Illinois
- (B) Direct responsibility of General Assistance Application and Approval Process for township
- (C) 6 yrs Adm. for ILL. - DHS Champaign/Forb Co. Offices

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

To give applicants a fair and unbiased forum to address their grievance in General Assistance process

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

Appointed BOARD Member for 2 plus years AND have good education and experience with BOARD operations. HAVE Knowledge and expertize with Public Aid Field

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes No If yes, please explain:

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

Yes No If no, please explain:

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

Signature Bryan W. Nona

Date 9-4-15

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

NAME: Andrew J Gurnastra

ADDRESS: 1310 Broadmoor Champaign IL 61821 (Home)
Street City State Zip Code

EMAIL: Andy.ctownship@ci.champaign.il.us PHONE: 217 403-6121

Check Box to Have Email Address Redacted on Public Documents

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

NAME OF APPOINTMENT BODY OR BOARD: Public Aid Appeals

BEGINNING DATE OF TERM: _____ ENDING DATE: _____

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

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

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

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

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes No If yes, please explain:

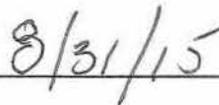
5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes No If no, please explain:

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



Signature



Date

Champaign County Board Appointment Request Form

1. I have been the Township Supervisor in the City of Champaign for over two years. The City of Champaign Township is the largest Township in population in Champaign County and arguably has the largest client based. I have a vast knowledge of the General Assistance statute and have fairly and consistently applied this to our Township operations.
2. I believe that committees are an essential portion of county government. The size and scope of government would make operating without committees virtually impossible and certainly not effective. Committees allow a specialized group of individuals with knowledge of a subject address issues related to the board or committee.
3. As a member of the committee for the last two years, I have had the opportunity to sit on numerous appeals. I have a very good understanding of the committee, its operations, its requirements, and it's set up.
4. I can think of no conflict.
5. I have been in regular attendance at committee meetings and will continue as my schedule allows.

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

NAME: Bernie Magsamen

ADDRESS: 1124 C.R. 100 E White Heath IL. 61884
Street City State Zip Code

EMAIL: _____ PHONE: 217-369-5071

Check Box to Have Email Address Redacted on Public Documents

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

NAME OF APPOINTMENT BODY OR BOARD: Public Aid Appeals Committee

BEGINNING DATE OF TERM: Dec. 1, 2015 ENDING DATE: Nov. 30, 2017

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

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

Have served as township trustee and currently serving as township supervisor. Have also served on public aid appeals committee last six years.

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

To work with other committee members to review aid appeals to try ensure aid is distributed appropriately.

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

I have knowledge of staff, taxes, + fees as it pertains to township government and general assistance funding.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes No If yes, please explain:

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

Yes No If no, please explain:

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

Bernard J. Maggioni
Signature

10/22/15
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM

PLEASE TYPE OR PRINT IN BLACK INK

Tolono Twp

NAME: B BOAD PASSALACQUA

ADDRESS: 921 County ROAD 900 E CHAMPAIGN IL
Street City State Zip Code 61822

EMAIL: _____ PHONE: 2177780119

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: ZBA

BEGINNING DATE OF TERM: Dec 1, 2015 ENDING DATE: 11/30/2020

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

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?
Active member of past term, good hold on zoning, drainage, construction, easements, interest in CR district

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?
Use good judgement, read, hear, and explore both sides of cases

3. What is your knowledge of the appointed body's operations, specifically property holdings and management, staff, taxes, fees?
feel that I have a good working knowledge of zoning department through my experience as a county dweller and through experience on ZBA

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes No If yes, please explain:

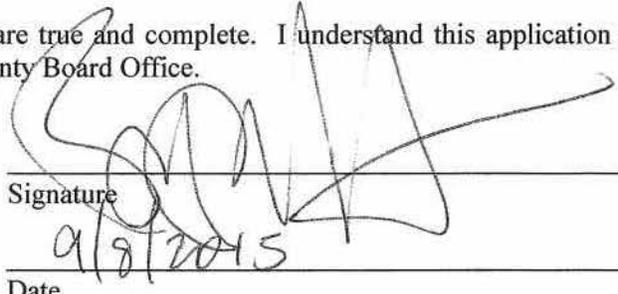
5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes No If no, please explain:

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

Signature

Date



Handwritten signature and date: 9/8/2015

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM

PLEASE TYPE OR PRINT IN BLACK INK

- St. Joseph TWP

NAME: Frank DiNovo
ADDRESS: 1418A County Rd. 2150 E St. Joseph IL 61873
Street City State Zip Code
EMAIL: fdinovo@gmail.com PHONE: 217.649.6120

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Zoning Board of Appeals

BEGINNING DATE OF TERM: 12/01/2015 ENDING DATE: 11/30/2021

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

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

I possess a BA in environmental planning and worked as a planner in the private, non-profit and public sectors for 30 years including 24 years for the Champaign County Regional Planning Commission. For 18 years I served in positions in which I was ex officio secretary to the ZBA and for 12 years I served as Zoning Administrator. My experience and background are detailed in the attached resume.

I have lived in rural St. Joseph Township for 24 years. My work required wide travel throughout the county and I am familiar with the landscape, environment and economy of the county. I have also gained an appreciation of the strengths and weaknesses of the Zoning Ordinance and the complexities of intergovernmental relationships with respect to land use.

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

ZBA members have, in my view, three key responsibilities:

- 1. to develop a solid record of evidence on which the Board's own or the County Board's decisions can be based and defended. This requires a record that is as comprehensive and accurate as practical;
2. to, in their own conduct and by their participation, make sure that the Board complies with proper procedures as provided in law, by the Zoning Ordinance and by the Board's bylaws; and
3. to make decisions in accord with the policies established by the County Board in the Land Resources Management Plan, the Zoning Ordinance and other relevant documents.

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

As noted, I served for some time as the Board's Secretary and principal professional staff representative. I have attended several hundred Board Meetings. As Zoning Administrator I revamped the process of fact finding and developed the Finding of Fact and Final Determination format. I worked on zoning ordinance amendments that addressed Board procedures and supervised a comprehensive revision of its Bylaws.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes No If yes, please explain:

My wife and I own approximately 16 acres in St. Joseph Township, where we reside, and are part owners of another 6 acre tract nearby. I would recuse myself from any case that would potentially have a significant impact on either property.

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

Yes No If no, please explain:

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

via - email

Signature

08/21/2013

Date

EMPLOYMENT

1984 - 2009

Champaign County Regional Planning Commission, Urbana, Illinois

2002 to 2009

Director, Planning & Community Development Division

Directed a programmatic division of the CCRPC with 20 professional and technical staff and an operating budget of \$1.7 Million that included:

MPO and other transportation planning functions,
a full-service enterprise GIS program,
multi-faceted economic development programs,
housing rehabilitation and weatherization programs,
local planning technical assistance contracts,
an economic and demographic data and census clearinghouse program, and
the County government's planning program.

As the first director, reorganized the community development, housing, planning and membership functions.

Served as project manager of **big.small.all Champaign County**, a county-wide community visioning project.

1990 to 2002

Director, Champaign County Planning & Zoning Department

Directed a department of County government, with a staff of 5 and a 2002 operating budget of approximately \$380,000, responsible for planning and policy analysis, zoning administration, subdivision regulation, public nuisance enforcement, and floodplain management. Served as the first director of this Department and determined budget and staffing needs, organized Department functions and established Department operating policies and procedures.

Served as Zoning Administrator, Subdivision Officer, Secretary to the Zoning Board of Appeals, and the County Board's Environment & Land Use Committee and as Co-administrator of the joint City of Champaign - Champaign County Enterprise Zone

Prepared the County's first stormwater management regulations, comprehensively revised the public nuisance ordinance, drafted the first health ordinance and oversaw the preparation of over 37 amendments to the zoning ordinance, 60 subdivision plat reviews, and 500 zoning cases.

1986 to 1990

Senior Planner

Managed the County planning program including supervising professional staff and served as Secretary to the Zoning Board of Appeals and the County Board's Environment & Land Use Committee and as Co-administrator of the joint City of Champaign - Champaign County Enterprise Zone.

Served August, 1986 to April 1988 as co-manager of the Intergovernmental Solid Waste Disposal Association.

Established and managed the County's "Hometown Recycling" drop-off program.

1984 to 1986

Associate Planner

Managed the County planning program and served as Secretary to the Zoning Board of Appeals and the County Board's Environment & Land Use Committee.

County staff representative to the Intergovernmental Task Force on Solid Waste Management.

In conjunction with the City of Champaign, worked to create and manage the joint City-County enterprise zone.

1983 to 1984

American Planning Association, Chicago, Illinois

Staff, Research Division

Designed, conducted research and co-wrote Special Planning Advisory Service (PAS) report, *Local Groundwater Protection: Midwest Region*.

Conducted research for PAS reports and other publications, compiled PAS reference materials and answered planner's inquiries.

1977 to 1982

Chicago Associates Planners and Architects, Chicago, Illinois

1980 to 1982

Associate Planner/Designer

Worked with private, non-profit and public sector clients on planning, land planning, and architectural projects including residential subdivisions and a municipal comprehensive plan.

1977 to 1980

Designer/Drafter

Prepared detail designs, presentations and contract documents for architectural and land planning projects.

EDUCATION

1983

B.A., Environment Science, Governors State University, University Park, Illinois

PUBLICATIONS

with Martin Jaffe, *Local Groundwater Protection*, Planners Press, Chicago, 1987

with Martin Jaffe, *Local Groundwater Protection: Midwest Region*, Special Research Report, Planning Advisory Service, American Planning Association, 1984

SERVICE

1995 to 1997

Chair, Environment, Natural Resources and Energy Division, American Planning Association

1989 to 1991

Board of Directors, Illinois Environmental Council

1985 to 1989

Board of Directors, Grand Prairie Friends of Illinois, Inc. (land trust)

Date of Application: 10-15-2015

Samuel P Banks

5 Genevieve Court, Champaign, Ill 61822 Phone: 217-799-0762 Email: spbanks@comcast.net

I am currently completing my first two year term as a member of the Champaign County Nursing Home Board of Directors. My other public and private Board service includes the following:

Relevant Board and professional experience:

As CEO of two high profile, complex youth service organizations that provided twenty four hour care, I have experience with successfully leading and managing organizations with similar operational, administrative and funding issues that are relevant to the CCNH. My relevant Board service includes:

CCNH Board: Currently completing two years of service on the Board. Involved with initiative developing performance expectations for the Management Company, attended management and Labor Union discussions regarding employment expectations and involved with attending Resident family meetings held with management.

City of Champaign: Participated on Interview team for Firefighter candidates

Quincy University: participated in the selection of a new University President which has led to a revitalization of the University in student population, annual fundraising, campus facilities and alumni involvement.

Rotary: Served as President of Urbana Rotary Club. Helped to develop community outreach to youth with establishing an MLK day initiative for area High School students.

Busey Bank: Have served as a member of the Bank Board and its community reinvestment committee for over fifteen years.

Developmental Services Center: Current Chair of Board Personnel Committee

Education Background:

MSW Degree from Jane Adams College of Social Work, University of Illinois, Chicago, Major emphasis on administration.

BA Degree in Sociology with Minor in Secondary Education.

Quincy College, Quincy, Illinois.

Current Professional Expertise Includes:

Professional career and expertise includes a thirty year career of providing leadership in organizations providing education, residential/boarding services, recreation and community based services for troubled youth and families. Responsibilities have included budgeting, personnel and human resources,

program operations, fundraising, community relations, strategic planning, government relations, master campus and facility planning, public relations and grant writing.

Have been involved with the following health or business related entities:

Cunningham Children's Home, Glenwood School, Carle Hospital Foundation, Busey Bank, Don Moyer Boys & Girls Club.

Hobbies: Golf, Reading, Vegetable Gardening, Working Out

Avocation: Former NCAA Men's Basketball Official

Community Service: Member of Champaign Rotary, DSC Board Member, Member of Champaign School District Community Advisory Committee, Member of Champaign Community Coalition, Former Member of Prairielands Council Boy Scouts.

Philanthropic Involvements Include: United Way Pillar Donor, Cunningham Children's Home Guardian Angel Donor, Carle Foundation Hospital, Boy Scouts, Boys & Girls Club, Quincy University Presidents Club Donor, and others.

I am interested in serving on the CCNHB because of its mission and purpose to provide a source of care for residents who may not be able to afford the cost of private nursing home care. My desire is to offer support and advice that will help the Nursing Home to effectively and efficiently carry out its work in a caring and cost effective manner. I hope that the Board will provide direction and guidance that will allow the staff and management to meet the charge of county voters to effectively operate a county nursing home for the benefit of the public at large.

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 OR – List below:

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 OR – List below:

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 OR – List below:

4. Material Financial Interest

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

() None OR – List below:

Signed: Samuel P. Banks

Date: 10/15/15

TITLE: Executive Director
Don Moyer Boys & Girls Club

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

List contact information including your name, date of application, address, phone number, cell number, fax number, and email address.

Catherine Emanuel

Address: 2407 Branch Rd., Champaign, IL 61822

Home phone: 217 351-4033

Cell phone: 309 222-3170

2. List and very briefly describe your experience as a member of a public or private governing or advisory board or commission. Please include the name and function of the board or commission, the years of your tenure on the board or commission, and any official posts on the board or commission that you held.

Developmental Services Center Board Member

Private entity

Provider oversight for operation of Developmental Services Center

Current Board member, previously executive committee

Board member since approximately 2000

Champaign County YMCA

Private entity

Board member, executive committee

Provider oversight and direction for YMCA

Uncertain about years of service, probably 2002-2005

United Way of Champaign County

Board member

Provider direction and oversight for United Way

Uncertain about years of service, probably 2000-2005

Kirby Medical Center

Private entity

Board member

Provider direction and oversight for John and Mary Kirby Hospital

Current Board member – since spring 2011

Dental Care Steering Committee

Community organization

Project consultant and board member

Provided business plan for bringing dental clinic into Frances Nelson Health Center

2009-2011

Promise Healthcare Board Member

Community Health organization

Board and Finance Committee
Provide perspective of local health care organizations
2011-present

3. Please describe achievements of the board or commission that you may have assisted in furthering, and include other information that may be relevant to the evaluation of your application for appointment to the Board of Directors of the Champaign County Nursing Home (CCNH).

DSC – achievement: thrived and flourished at a time of significant funding reductions, due to outstanding leadership of CEO Dale Morrissey. Achievement of the board has been in providing support for exceptional CEO and assisting in fund raising and political support
Champaign County YMCA – Board made the decision to build a new facility replacing the long-standing but outdated facility on Church Street in Champaign.

United Way of Champaign County – achievement: changed direction from funding agencies to funding programs and outcomes

Kirby Medical Center – achievement: the board, prior to my involvement, decided to build a replacement hospital. I assist in providing industry information to a board not employed in the health care industry.

Dental Care Steering Committee – achievement: the board provide the initiative and business plan to launch a dental clinic to serve the low income adults and children in the Champaign area. Clinic is expected to open mid October. I served as the project consultant on the board conducting the environmental assessment, organizing the coalition, developing the business plan and proforma and working with the Federally Qualified Health Center and the Executive Director of SmileHealthy to bring the idea to fruition.

4. Summarize your educational background, including degrees you have earned.

BA in English Education, Purdue University

MS in journalism, University of Illinois

MBA, University of Illinois

5. Describe your current area(s) of professional expertise.

Health Care Strategy and Business Development is my current area of expertise. I serve as regional vice-president for business development for Presence Covenant Medical Center and Presence United Samaritans Medical Center.

6. Identify the medical, health care, financial, or business entities for which you have worked or with which you have been involved.

Carle Foundation, employed for 30 years beginning 1976; serving last 15 years as Vice President of Strategic Planning, Business Development and Marketing

Heritage Enterprises, Inc., employed as contracted consultant for two years providing marketing services, more recently providing consulting on specific projects

Christie Clinic, employed contractually for specific business development projects

Presence United Samaritans Medical Center in Danville, employed as project consultant functioning as vice president of business development since 2009

Presence Covenant Medical Center, employed as project consultant functioning in role of regional vice president of business development for both Covenant and United Samaritans Medical Center

7. List your hobbies, avocations, areas of community service, and philanthropic involvements.

Hobbies: cooking, camping

Philanthropic involvements: Make-a-Wish Foundation, Presence Covenant Medical Center,
United Way

8. Please state why you wish to serve on the CCNH Board of Directors and what you hope the Board of Directors will accomplish.

I am interested in assisting in whatever way possible to help ensure the CCNH continues to provide a valuable service to the residents of Champaign County. I hope the Board of Directors provides leadership and direction to the management to provide a service of value.

9. Conflict of Interest statement included.

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 OR – List below:

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 OR – List below:

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 OR – List below:

Employment by Presence Covenant

4. Material Financial Interest

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

None OR – List below:

Signed: Arthur Evans

Date: 8/27/15

TITLE: Board

4015 Lakepoint Rd.
Champaign, IL 61822
October 22, 2015

Dear Champaign County Board:

Please accept the following as an application for appointment to the Board of the Champaign County Nursing Home. The completed Conflict of Interest Questionnaire is attached at the end of this letter.

1. Edmund C. Sutton
4015 Lakepoint Rd.
Champaign, IL 61822
(217) 352-9595 -- home phone
(217) 840-9595 -- cell phone
no fax number
ecsutton@gmail.com -- email
2. From 1986 to 1989 I served on the vestry (governing board) of All Souls Episcopal Parish in Berkeley, California. The chief responsibilities of the vestry are financial (including budget), advisory (to the clergy), and to provide both leadership and oversight. During this time I served as vestry liaison on the Search Committee for a new rector (chief clergy person).

For 5 years (1993-1996, 2003-2005) I served on the 3-member Executive Committee of the Astronomy Department here at the University of Illinois. The department Chair and Executive Committee together run the department. I also served on numerous departmental committees. I served for 7 years (1992-1998, 2013) on the Faculty and Student Senate of this campus of the University of Illinois and for 3 years on 2 campus- wide committees (1994-1996).
3. I have had no previous interactions with the management or the Board of the Champaign County Nursing Home.
4. 1974 B. S. with honors (Physics), California Institute of Technology
1979 Ph. D. (Physics), University of California, Berkeley
1979—1990 career in research and teaching at Caltech and Berkeley
1991—2014 Associate Professor of Astronomy, University of Illinois
5. My recent research interests have included, among other things, instrumentation design, astrochemistry, and astrostatistics.
6. My employment for the past 24 years has been with the **University of Illinois**. My wife and I have received medical care through **Carle**, with which I have no financial connection (other than payment for services rendered) and no advisory role. During my late wife's illness we employed **Alpha Care** to provide CNA's for

her home health care. In the end stages of her illness we used **Harbor Light Hospice**. We have done our banking with **Busey Bank**, although we have no connections beyond that of ordinary customers. I use **Thomas, Mamer, and Haughey** for legal services, and in the past we have also used **Phebus & Koester, Kevin Doyle, and James Martinkus**.

7. My current major philanthropic interests include

- Emmanuel Memorial Episcopal Church
- Champaign County Audubon Society, Inc.
- Doctors Without Borders
- Nature Conservancy, Inc.
- University of Illinois Foundation
- National Multiple Sclerosis Society
- Gilman School (Baltimore, MD)
- Habitat For Humanity
- Grace USA.

Past major philanthropic interests have included

- Haas School of Business (UC Berkeley Foundation)
- Sciencecenter (Ithaca, NY)
- Cenacle Convent, Inc.
- Global Strategies for HIV Prevention
- All Souls Episcopal Parish (Berkeley, CA).

I have performed community service by delivering **Meals on Wheels**, by making weekly food deliveries for **Empty Tomb**, and by serving meals at the former **Catholic Worker House**. I also served as a **mentor at Jefferson Middle School**. Currently I am a member of a **men's support group** (for men whose wives suffer or have suffered from dementia) that meets weekly at the Stephens Family YMCA. This group has recently split and now meets as 2 groups: one on Tuesdays and one on Wednesdays, both of which I attend.

8. My wife suffered from, among other things, multiple sclerosis and dementia. For her last two years I had the privilege of serving as her caregiver, virtually full time (with some help from Alpha Care and Harbor Light Hospice), at home. She passed in May 2015. I took early retirement from my faculty position at the University of Illinois when my duties as caregiver became too much for me to simultaneously fulfill my teaching and research responsibilities. During this period I became well acquainted with patient issues such as personal hygiene, toileting, medications, lifting, feeding, etc. In much of this I was self taught (learned through experience). And I have gone through the personal struggles of gradually losing a loved one.

In years past, my wife and I regularly visited friends at CCNH, both in the old building and the new. I believe that all of the above have given me deep personal experience with the issues facing CCNH. My hope as a member of the CCNH board would be primarily to help improve the level of care and to keep the expense to Champaign County at a manageable level.

9. Conflict of Interest Questionnaire (attached).

Thank you for the opportunity to apply for membership on the Champaign County Nursing Home Board of Directors. I look forward to hearing from you. If you have any questions, feel free to contact me by phone or by email.

Sincerely,

A handwritten signature in cursive script, appearing to read "Edmund C. Sutton".

Edmund C. Sutton

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 OR – List below:

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 OR – List below:

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 OR – List below:

4. Material Financial Interest

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

None OR – List below:

Signed: Edward C. Smith
TITLE: applicant for Director, Ch. County Nursing Home

Date: 10/23/15



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

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

Dan Walsh

Sheriff

ph (217) 384-1205

fax (217) 384-3023

Chief Deputy

Allen E. Jones

ph (217) 384-1222

fax (217) 384-1219

Captain

Law Enforcement

Shane Cook

ph (217) 384-1207

fax (217) 384-1219

Captain/Jail Supt

Corrections

Karee Voges

ph (217) 819-3534

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

TO: Deputy Chair James Quisenberry
Members of the Policy, Personnel & Appointments Committee of the Whole

FROM: Sheriff Dan Walsh *pdw*

DATE: October 26, 2015

SUBJ: Merit Commission Appointment

I would like to reappoint Sami L. Anderson to the Deputy Sheriff Merit Commission. Her term will expire November 30, 2015.

Thank you.



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
OCTOBER
2015

Liquor Licenses & Permits	-
Civil Union Licenses	70.00
Marriage License	6,580.00
Interests	30.05
State Reimbursements	-
Vital Clerk Fees	29,127.00
Tax Clerk Fees	7,232.10
Refunds of Overpayments	4.00
TOTAL	43,043.15
Additional Clerk Fees	1,872.00

ORDINANCE NO. _____

HEALTH ORDINANCE
Of Champaign County, Illinois

WHEREAS, the Champaign County Public Health Department was created by referendum passed on November 4, 1996;

WHEREAS, the Champaign County Board adopted Resolution Number 3812, *Resolution Establishing a County Health Department* on April 15, 1997 and the Champaign County Board has appointed a Board of Health;

WHEREAS, the County Board is empowered to “do all acts and make all regulations which may be necessary or expedient for the promotion of health or the prevention of disease...” by Section 5/5-1052 of the Illinois Counties Code (55 ILCS 5/5-1052);

WHEREAS, the County Board adopted Ordinance No. 573, *Health Ordinance of Champaign County, Illinois*, on September 30, 1998, and amended the Health Ordinance through the adoption of Resolution 7146 on October 20, 2009 and Ordinance 936 on November 21, 2013;

WHEREAS, that since the adoption of Ordinances 573 and 936 and Resolution 7146, there have been statutory and administrative code changes which necessitate the revision of that Ordinance; and

WHEREAS, Ordinance 573, as amended, should be replaced in its entirety by this Ordinance so that the County Health Department is compliant with the latest revisions made by the Illinois legislature and the Illinois Department of Public;

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

That Ordinances 573 and 936 are hereby rescinded;

That Resolution 7146 is hereby rescinded; and

That the following be adopted as the Health Ordinance of Champaign County, Illinois:

CHAPTER 1. TITLE, AUTHORITY, AND EFFECTIVE DATE

1.1 TITLE

This Ordinance shall be known and may be cited as the *Champaign County Health Ordinance*.

1.2 AUTHORITY

1.2.1 Illinois Counties Code

This Ordinance is adopted pursuant to the authority granted to the Champaign County Board by the *Illinois Counties Code* (55 ILCS 5/5-1052 and 55 ILCS 5/5-25001 *et seq.*).

1.2.2 Other Statutes and Rules

The scope of the County's authority is further defined by:

- A. The *Department of Public Health Act* (20 ILCS 2305/1.1 *et seq.*);
- B. The *Civil Administrative Code of Illinois* (20 ILCS 2310/2310-1 *et seq.*);
- C. The *Private Sewage Disposal Licensing Act* (225 ILCS 225/1 *et seq.*);
- D. The *Illinois Water Well Construction Code* (415 ILCS 30/1 *et seq.*);
- E. The *Illinois Water Well Pump Installation Code* (415 ILCS 35/1 *et seq.*);
- F. The *Illinois Groundwater Protection Act* (415 ILCS 55/9);
- G. The *Sanitary Food Preparation Act* (415 ILCS 650/11.01 *et seq.*);
- H. The *Food Handling Regulation Enforcement Act* (410 ILCS 625/0.01 *et seq.*);
- I. The *Illinois Food, Drug and Cosmetic Act* (410 ILCS 620/1 *et seq.*);
- J. The *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.100 *et seq.*);
and
- K. The *Illinois Food Service Sanitation Code* (77 Ill. Adm. Code 750 *et seq.*).

1.3 JURISDICTION

1.3.1 Subject Matter

This Ordinance constitutes the regulations of Champaign County with respect to:

- A. The control of infectious diseases;
- B. The preparation, manufacture, packing, storing or distributing of food except for establishments governed by the *Meat and Poultry Inspection Act* (225 ILCS 650/2.5);
- C. The handling, storage, transportation, and disposal of sewage from private sewage disposal systems;
- D. The provision of water supplies for drinking, culinary and sanitary purposes; and
- E. The operation of the Champaign County Health Department and of the Champaign County Board of Health.

1.3.2 Geographic Limitations

This Ordinance shall govern the subject matter described in Subsection 1.3.1 throughout Champaign County, including areas falling within the corporate limits of municipalities, except for the following areas:

- A. Areas falling within the *Champaign-Urbana Public Health District*; and

- B. Areas falling within the corporate limits of any municipality which maintains a local health department meeting the minimum requirements of Division 5-25 of the *Illinois Counties Code* (55 ILCS 5/5-25008).

1.4 EFFECTIVE DATE

This Ordinance shall be in force from the 1st day of July, 2015 and shall remain in force in this form until amended or repealed.

CHAPTER 2. PURPOSE

2.1 PURPOSE GENERALLY

This Ordinance is intended for, and its terms and provisions shall be liberally construed so as to further, the purpose of promoting the public health and suppressing disease and of protecting the public safety and welfare by:

- A. Implementing a comprehensive infectious disease control program;
- B. Minimizing factors which may cause food-borne illness and safeguarding public health by providing consumers with food that is safe, unadulterated and prevent illness caused from ingesting food;
- C. Promoting the provision of safe, potable, and adequate supplies of water for drinking, culinary and sanitary purposes;
- D. Reducing the risk of preventing the transmission of disease organisms, environmental contamination, and nuisances resulting from the improper handling, storage, transportation and disposal of sewage from private sewage disposal systems;
- E. Providing efficient and effective procedures for enforcing the regulations contained herein; and
- F. Establishing procedures that protect the rights to property, equal protection and due process of the citizens of Champaign County.

2.2 COMPLIANCE WITH ILLINOIS COMPILED STATUTES AND ILLINOIS ADMINISTRATIVE CODE

The adoption of this Ordinance is intended to establish a program to further the purposes set forth in Section 2.1 that will enable the Champaign County Health Department to:

- A. Seek and accept delegation of powers and duties of the Illinois Department of Public Health and enter into delegation agreements with the Department pursuant Article 2310 of the *Civil Administrative Code of Illinois* (20 ILCS 2310/2310-1et seq.).
- B. Apply for, obtain and renew status as a Certified Local Health Department for the Champaign County Health Department pursuant to Section 600.210 of the *Certified Local Health Department Code* (77 Ill. Adm. Code 600.210); and
- C. Meet the minimum requirements of the *Illinois Local Health Protection Grant Rules* (77 Ill. Adm. Code 615).

CHAPTER 3. DEFINITIONS AND RULES OF CONSTRUCTION

3.1 RULES OF CONSTRUCTION AND INTERPRETATION

3.1.1 Definitions Specified

Certain words and terms are defined in Section 3.3 and shall have that meaning when capitalized in the text of this Ordinance. When such terms are not capitalized, they have their usual and common meaning. Any pertinent word or term not listed but vital to the interpretation of this Ordinance shall have its usual and common definition unless defined by a statute or rule herein incorporated as provided by Subsection 3.21.

3.1.2 Organization

The Ordinance is organized in descending order into numbered Chapters, Sections and Subsections; Paragraphs designated by capital letters; and subparagraphs designated by numbers. Subparagraphs may be further divided into un-named subdivisions.

3.1.3 Rules of Construction

The following rules of construction shall determine interpretation and application of the provisions herein:

- A. The present tense includes the future tense;
- B. The masculine gender includes the feminine and the neuter;
- C. The singular number includes the plural, and vice versa;
- D. The word "shall" is always mandatory, and the word "may" is always permissive;
- E. A more specific provision shall govern over a more general provision; and
- F. The body text of the Ordinance shall govern over any title, subtitle or heading.

3.1.4 Interpretation to Complement Other Provisions

This Ordinance is intended to complement provisions of the Statutes, rules and standards cited or incorporated herein. The provisions of this Ordinance shall be construed in a manner consistent with them subject to the provisions of Section 3.2

3.2 PROVISIONS INCORPORATED BY REFERENCE OR CITATION

3.2.1 Definition and Interpretation of Terms

The definitions of terms and rules of construction contained in the Statutes and administrative rules cited herein are hereby incorporated by reference and shall govern the interpretation of any of their provisions cited or incorporated into this Ordinance subject to the provisions of Subsection 3.2.2 ~~and 3.2.3~~.

3.2.2 Incorporated and Referenced Materials

~~All materials incorporated by reference or cited herein shall refer to the form of such materials as they exist on September 30, 1998. Subsequent changes or amendments thereto shall not apply until specifically incorporated by amendment of this Section.~~

3.2.3—Conflict between Ordinance and Provisions Incorporated or Cited

Whenever any provisions of this Ordinance, any other Ordinance of Champaign county or any provisions incorporated herein by reference or citation conflict, the more restrictive provision, definition or interpretation shall govern, except where the authority of Champaign County is pre-empted by any statute of the State of Illinois, in which case the statutory provisions shall govern.

3.3 TERMS DEFINED

- 3.3.1 **ABANDONED WELL:** A WATER WELL or monitoring well which is no longer used to supply water, or which is in such a state of disrepair that the well or boring has the potential for transmitting contaminants into an aquifer or otherwise threatens the public health or safety.
- 3.3.2 **ADULTERATED:** The condition of any food described in the *Illinois Food, Drug and Cosmetic Act* (410 ILCS 620/10).
- 3.3.3 **APPROVED or APPROVAL:** Acceptable to the HEALTH OFFICER based on a determination of conformity with accepted public health principles, practices and recognized industry standards.
- 3.3.4 **BOARD OF HEALTH:** The Champaign County Board of Health.
- 3.3.5 **CERTIFIED LABORATORY:** A laboratory operated or given certification approval by the Illinois Department of Public Health for analyzing samples of water for potable use.
- 3.3.6 **CLOSED LOOP WELL:** A sealed, watertight loop of pipe buried outside of a building foundation intended to recirculate a liquid solution through a heat exchanger but is limited to the construction of the bore hole, piping in the bore hole, heat exchange fluid, and the grouting of the bore hole and does not include the piping and appurtenances used in any other capacity. "Closed loop well" does not include any horizontal closed loop well systems where grouting is not necessary by law or standard industry practice.
- 3.3.7 **COMMUNITY WATER SYSTEM:** A PUBLIC WATER SYSTEM which has at least 15 service connections used by residents, or regularly serves 25 or more residents daily for at least 60 days a year, and is regulated by the Illinois Environmental Protection Agency, as defined by 415 ILCS 55/9.

- 3.3.8 COMPONENT: An integral part of a PRIVATE SEWAGE DISPOSAL SYSTEM that is necessary for the satisfactory design, construction and operation of the system.
- 3.3.9 CONTINENTAL BREAKFAST: A meal limited to coffee, tea and/or juice, and commercially prepared sweet baked goods only.
- 3.3.10 COUNTY BOARD: The County Board of Champaign County, Illinois.
- 3.3.11 CRITICAL VIOLATION: A condition prohibited, action proscribed or failure to take an action mandated by a provision of this Ordinance so as to create a likelihood of food contamination, illness or an environmental health hazard.
- 3.3.12 DISCHARGE POINT: The point at which treated EFFLUENT discharges from an approved PRIVATE SEWAGE DISPOSAL SYSTEM.
- 3.3.13 DOMESTIC SEWAGE: WASTE WATER derived principally from dwellings, business or office buildings, institutions, food establishments and similar facilities.
- 3.3.14 EFFLUENT: Treated or partially treated liquid discharged from a PRIVATE SEWAGE DISPOSAL SYSTEM or a COMPONENT.
- 3.3.15 FOOD SERVICE ESTABLISHMENT: Any place where food is prepared and intended for, though not limited to, individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of ~~whether consumption is on or off the premises and regardless of whether there is a charge for the food.~~ The term includes delicatessen-type operations ~~delicatessens that offer prepared foods intended for in individual service portions~~ service and retail food stores where food and food products are offered to the consumer and intended for, though not limited to, off-premises consumption. The term does not include lodging facilities serving only a CONTINENTAL BREAKFAST, private homes or a closed family function where food is prepared or served for individual family consumption, RETAIL FOOD STORES, the location of food VENDING MACHINES, and supply vehicles; establishments that handle only prepackaged spirits, roadside markets that offer only fresh fruits and fresh vegetables, or the location of food vending machines. ~~Food service establishments include temporary food service establishments and mobile food units as defined in the *Food Service Sanitation Code* (77 Ill. Admin. Code, Part 750).~~
- 3.3.16 GREY WATER: WASTEWATER such as dishwater, laundry waste, and other WASTEWATER not containing fecal matter.
- 3.3.17 HEALTH DEPARTMENT: The Champaign County Health Department.

- 3.3.18 **HEALTH OFFICER:** The Executive Officer of the Champaign County Health Department or his/her authorized representatives.
- 3.3.19 **HOMEOWNER:** A person who holds legal title to a residential structure which is to be used or is used for his or her personal, single family residence.
- 3.3.20 **HUMAN WASTES:** Undigested food and by-products of metabolism which are passed out of the human body.
- 3.3.21 **IMMINENT HEALTH HAZARD:** A significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation to prevent injury based on the number of potential injuries and the nature, severity, and duration of any anticipated injury.
- 3.3.22 **LABEL:** A display or written, printed or graphic matter upon the immediate container of an article.
- 3.3.23 **LICENSED PEST CONTROL PERSONNEL:** A PERSON licensed by the State of Illinois to apply pesticides in a food service area.
- 3.3.24 **MAINTAINED AND SERVICED:** The tasks, procedures and inspections required by the manufacturer of the component/system or the Illinois Department of Public Health for the private sewage disposal system to operate within the parameters and requirements of the Private Sewage Disposal Code and any other restrictions established as part of the system approval or as part of a variance.
- 3.3.25 **MISBRANDED:** The condition of any food, LABEL, or food container or any representation made with respect to any food described in Section 11 of the *Illinois Food, Drug and Cosmetic Act* (410 ILCS 620/11).
- 3.3.26 **NPDES PERMIT:** Any general or individual National Pollutant Discharge Elimination System permit issued by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency.
- 3.3.27 **NON-COMMUNITY WATER SYSTEM:** A PUBLIC WATER SYSTEM which is not a COMMUNITY WATER SYSTEM, that has at least 15 service connections used by non-residents, or regularly serves 25 or more non-resident individuals daily for at least 60 days per year.
- 3.3.28 **OWNER:** The PERSON or PERSONS who lawfully possess or control any establishment, facility or equipment regulated by this Ordinance. The owner may also, but does not necessarily, hold title to the regulated establishment, facility or equipment or to the real estate upon which it is located.

- 3.3.29 PERCOLATION TEST: A sub-surface seepage test performed at the depth of a proposed PRIVATE SEWAGE DISPOSAL SYSTEM to determine the water absorption capability of the soil.
- 3.3.30 PERMIT, CONSTRUCTION: Written authorization issued by the HEALTH OFFICER to construct, install, repair or modify any facility, structure or equipment regulated by this Ordinance.
- 3.3.31 PERMIT, OPERATING: The document issued by the HEALTH OFFICER that authorizes a PERSON to operate a FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ for a specified period.
- 3.3.32 PERSON: Any individual, group of individuals, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust estate, person doing business under an assumed name, municipality or any political subdivision or department thereof, the State of Illinois or any Department thereof, or any other entity.
- 3.3.33 PERSON IN CHARGE: The individual present at a food establishment who is responsible for operation at any given time.
- 3.3.34 POPULATION EQUIVALENT: ~~A unit of measure of average daily flow equivalent to that amount of WASTEWATER produced by one person. One population equivalent equals the lesser of 100 gallons of WASTEWATER or of that amount of WASTEWATER containing 0.17 pounds of biological oxygen demand.~~ An average waste loading equivalent to that produced by one person that is defined as 100 gallons per day.
- 3.3.35 POTABLE WATER: Water that is suitable for human consumption and which meets public health standards for drinking water.
- 3.3.36 PREMISES: A building or part of a building or other area specifically described in a CONSTRUCTION or OPERATING PERMIT issued under this Ordinance.
- 3.3.37 PRIVATE SEWAGE DISPOSAL SYSTEM: Any SEWAGE handling or treatment facility:
- A. Having a ground surface discharge and receiving DOMESTIC SEWAGE from less than 15 people or POPULATION EQUIVALENT, or
 - B. Having no ground surface discharge and receiving any amount of DOMESTIC SEWAGE.
- 3.3.38 PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR: Any PERSON constructing, installing, repairing, modifying, altering, or maintaining PRIVATE SEWAGE DISPOSAL SYSTEMS except HOMEOWNERS performing such work on systems which serve only the single family residence in which they reside.

- 3.3.39 PRIVATE SEWAGE DISPOSAL SYSTEM PUMPING CONTRACTOR: Shall mean any PERSON who cleans or pumps waste from a PRIVATE SEWAGE DISPOSAL SYSTEM or hauls or disposes of waste removed therefrom.
- 3.3.40 PUBLIC SEWER SYSTEM: Any SEWAGE handling or treatment facility operating and maintained under permit from the Illinois Environmental Protection Agency.
- 3.3.41 PUBLIC WATER SYSTEM: A system for the provision to the public of piped water for human consumption that has at least 15 service connections or regularly serves an average of at least 25 individuals daily for at least 60 days per year. Public Water Systems include both COMMUNITY WATER SYSTEMS and NON-COMMUNITY WATER SYSTEMS.
- ~~RETAIL FOOD STORE: Any establishment or section of an establishment where food and food products are offered to the consumer and intended for, though not limited to, off-PREMISES consumption. The term includes delicatessens that offer prepared food in bulk quantities only. The term does not include establishments which handle only prepackaged spirits; roadside markets that offer only fresh fruits and vegetables for sale; or food and beverage VENDING MACHINES.~~
- 3.3.42 SEMI-PRIVATE WATER SYSTEM: A water supply which is not a PUBLIC WATER SYSTEM, yet which serves a segment of the public other than an owner-occupied single family dwelling.
- 3.3.43 SEPTAGE: The solid and liquid wastes removed from PRIVATE SEWAGE DISPOSAL SYSTEMS.
- 3.3.44 SEWAGE: Human or animal wastes and other liquid waste from residences, business buildings, industrial establishments, or other places together with such ground water infiltration and surface waters as may be present.
- 3.3.45 SPECIAL FLOOD HAZARD AREA: Any area subject to inundation by a flood having a one percent probability of being equaled or exceeded in any given year based upon the elevation of the ground surface and an estimate of the highest elevation of such flood. Special flood hazard areas are generally but not necessarily coextensive with areas labeled as "Zone A" on applicable Flood Insurance Rate Maps for communities participating in the National Flood Insurance Program.
- 3.3.46 SUBDIVISION: Any immediate, prospective or contingent division of any interest in any real state, or any other development which would require that a plat be approved by a municipal government or the COUNTY BOARD pursuant to the *Illinois Plat Act* (765 ILCS 205/.01 *et seq.*) or any local ordinance.

- 3.3.47 VENDING MACHINE: Any self-service device which upon insertion of a coin, coins, or tokens or other similar means, dispenses unit servings of food either in bulk or in packages without the necessity of replenishing the device between each vending operation.
- 3.3.48 WASTEWATER: All DOMESTIC SEWAGE, including GREY WATER discharged to a PRIVATE SEWAGE DISPOSAL SYSTEM.
- 3.3.49 WATER WELL: Any excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise constructed when the intended use of such excavation is for the location, diversion, artificial re-charge, or acquisition of ground water, except monitoring wells.

CHAPTER 4. INFECTIOUS DISEASES

4.1 ACTS PROHIBITED

- 4.1.1 No PERSON shall obstruct any investigation undertaken pursuant to the provisions of this Chapter.
- 4.1.2 No PERSON shall fail to provide the HEALTH OFFICER any report or information required by this Ordinance or required by any Statute or by any rule adopted by the Illinois Department of Public Health.
- 4.1.3 No member of the BOARD OF HEALTH, employee or contractor of the HEALTH DEPARTMENT, or any other employee, contractor or official of Champaign County shall violate the confidentiality of any PERSON or release any confidential information in the possession of the HEALTH DEPARTMENT except in conformance with the provisions of Subparagraph 615.300(c)(16) of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.300(c)(16)).

4.2 STANDARDS AND REGULATIONS

The BOARD OF HEALTH shall undertake a comprehensive infectious disease prevention program in accordance with the standards contained in the following regulations which are hereby incorporated by reference together with any regulations or standards incorporated therein, subject to the provisions of Section 3.2:

- A. *Control of Communicable Diseases Code* (77 Ill. Adm. Code 690).
- B. *Control of Sexually Transmissible Diseases Code* (77 Ill. Adm. Code 693).
- C. *Control of Tuberculosis Code* (77 Ill. Adm. Code 696).
- D. *HIV/AIDS Confidentiality and Testing Code* (77 Ill. Adm. Code 697).

4.3 PROGRAMS

In addition to, or in conjunction with, any programs and activities required of it by the regulations cited in Section 4.2, the BOARD OF HEALTH shall conduct the following programs and activities.

4.3.1 Services

The BOARD OF HEALTH shall, within its jurisdiction:

- A. Provide counseling and partner notification services for cases involving HIV, sexually transmitted diseases and blood borne diseases as required by Subparagraphs 615.300(c)(2) and (3) of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.300).
- B. Ensure provision of the therapy and preventive therapy required by Subparagraphs 615.300(c)(4) and (5) and in accord with Paragraph 615.300(e) of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.300).
- C. Conduct public health infectious disease clinics in accord with Subparagraph 615.300(c)(6) of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.300(c)(6)).
- D. Develop and maintain ongoing immunization clinics as required by Subparagraph 615.300(c)(9) of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.300(c)(9)).
- E. Distribute and use biologics provided by the Illinois Department of Public Health in accordance with Subparagraph 615.300(c)(11) of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615).

4.3.2 Investigations

The BOARD OF HEALTH shall, within its jurisdiction:

- A. Investigate within one working day, all reported or suspected cases of Class I diseases listed in Section 690.100 of the *Control of Communicable Diseases Code* (77 Ill. Adm. Code 690.100);
- B. Investigate within three working days, all reported or suspected cases of Class II diseases listed in Section 690.100 of the *Control of Communicable Diseases Code* (77 Ill. Adm. Code 690.100); and
- C. Investigate all known adverse events following administration of vaccines and complete and submit to the Illinois Department of Public Health a Vaccine Adverse Events Reporting System form for each event.

4.3.3. Information Collecting and Reporting

The BOARD OF HEALTH shall, within its jurisdiction:

- A. Implement and maintain a system to monitor the status of Class I and Class II infectious diseases listed in Section 690.100 of the *Control of Communicable Diseases Code* (77 Ill. Admin. Code 690.100), including reporting, and a system to estimate the incidence, prevalence and demographic characteristics or cases that occur;

- B. Conduct screening for tuberculosis and HIV as required by Subparagraph 615.300(c)(8) of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code, 615.300(c)(8));
- C. Develop and implement a program to survey the immunization status of the population, and assist and support the completion of annual surveys of selected populations;
- D. Report to the Department of Public Health immediately (within 3 hours) any reports from primary reporters as identified in Section 690.200(a)(1) as to the following diseases: Anthrax; Botulism (foodborne); Brucellosis (if suspected to be part of an outbreak); Diphtheria; Influenza A, Novel Virus; Plague; Poliomyelitis; Q-fever (if suspected to be part of an outbreak); Severe Acute Respiratory Syndrome; Smallpox; Tularemia (if suspected to be part of an outbreak); any suspected bioterrorist threat or event (77 Ill. Adm. Code 690.100);
- E. Report to the Department of Public Health as soon as possible during normal business hours, but within 24 hours, any reports from primary reporters as identified in Section 690.200(a)(1) as to the diseases listed in Section 690.100(b) of the *Control of Communicable Diseases Code* (77 Ill. Adm. Code 690); and
- F. Report to the Department of Public Health as possible during normal business hours, but within 7 days, any of the diseases listed in Section 690.100(c) of the *Control of Communicable Diseases Code* (77 Ill. Adm. Code 690.100(c)).

4.4 PROGRAM ADMINISTRATION

4.4.1 Administration Generally

In addition to or in conjunction with any program administration requirements contained in the regulations cited in Section 4.2, the BOARD OF HEALTH and HEALTH OFFICER shall administer the programs provided pursuant to Section 4.3 in accord with the requirements of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615) and Chapter 8 of this Ordinance.

4.4.2 Specific Requirements

The BOARD OF HEALTH shall:

- A. Establish a goal, in conjunction with the Illinois Department of Public Health every five years, for a maximum incidence per 10,000 people for each Class I or Class II disease listed in Section 690.100 of the *Control of Communicable Diseases Code* (77 Ill. Adm. Code 690.100).
- B. Account monthly for biologics provided by the Illinois Department of Public Health;
- C. Implement procedures to assure that the amount of State-supplied vaccine unaccounted for or wasted annually is less than three percent;
- D. Ensure that qualified persons are available to conduct activities provided for in this Chapter in accord with Subparagraph 615.300(c) (15) of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.300(c) (15)); and

- E. Document activities conducted pursuant to this Chapter as required by Paragraph 615.300(f) of the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.300(f)).

CHAPTER 5. FOOD SANITATION

5.1 ACTS PROHIBITED

- 5.1.1 No PERSON shall store, process, prepare, sell or serve any food except in compliance with the terms of this Ordinance.
- 5.1.2 No PERSON shall operate a FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ except in compliance with the terms of this Ordinance.
- 5.1.3 No PERSON shall manufacture, sell, deliver, hold or receive any ADULTERATED or MISBRANDED food or ADULTERATE or MISBRAND any food.

5.2 STANDARDS AND REGULATIONS

5.2.1 State Regulations Incorporated

FOOD SERVICE ESTABLISHMENTS ~~and RETAIL FOOD STORES~~ shall be constructed, operated and maintained in accord with the *Illinois Food Service Sanitation Code* (77 Ill. Adm. Code 750), as amended November 20, 2014 which is following standards which are hereby incorporated by reference together with any regulations or standards therein incorporated subject to the provisions of Section 3.2.

- A. ~~The *Illinois Food Service Sanitation Code* (77 Ill. Adm. Code 750), as amended effective July 10, 2008. This Code specifically regulates requirements for dressing, processing and storage of wild game and meats/poultry; pasteurized soft serve mix and frozen desserts; general food protection; refrigerated food storage; hot food storage; commercially processed food preparation; plant food cooking; milk and cream dispensing; preventing health hazards; personal cleanliness of food employees; general employee practices; and management sanitation training and certification; and~~
- B. ~~The *Retail Food Store Sanitation Code* (77 Ill. Adm. Code 760).~~

5.2.2 Application of Pesticides

Any pesticides applied in any FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ shall be applied only by LICENSED PEST CONTROL PERSONNEL.

5.3 FACILITY AND OPERATING PLANS

5.3.1 When Required.

The OWNER shall submit to the HEALTH OFFICER plans and specifications prepared in accord with the provisions of Subsection 5.3.2 for review and approval before:

- A. The construction of a FOOD SERVICE ESTABLISHMENT or a RETAIL FOOD ESTABLISHMENT;
- B. The conversion of an existing structure for use as a FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~;
- C. The remodeling of a FOOD SERVICE ESTABLISHMENT or a RETAIL FOOD ESTABLISHMENT or a change of type of FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~; or
- D. The transfer of ownership of an existing permitted establishment.
- E. ~~Within 30 days of a request by the HEALTH DEPARTMENT for the initial review of unpermitted facilities in existence on September 30, 1998.~~

5.3.2 Contents of the Plans and Specifications

The plans and specifications for a FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ shall include, based on the type of operation, type of food preparation, and foods prepared, the following information to demonstrate conformance with the provisions of this Ordinance:

- A. Intended menu;
- B. Proposed layout, mechanical schematics, construction materials, and finish schedules; and
- C. Proposed equipment types, manufacturers, model numbers, locations, dimensions, performance capacities, and installation specifications.

5.3.3 Pre-operational Construction Inspection and Approval

The HEALTH OFFICER shall conduct one or more pre-operational inspections to verify that the FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ is constructed and equipped in accordance with the APPROVED plans and APPROVED modifications of those plans and is in compliance with law and this Ordinance.

5.4 OPERATING PERMITS

5.4.1 Operating Permit Required

No PERSON shall operate a FOOD SERVICE ~~or RETAIL FOOD STORE~~ without a valid OPERATING PERMIT issued by the HEALTH OFFICER.

5.4.2 Submission of Application: Timing

The OWNER shall submit an application for an OPERATING PERMIT at least 30 calendar days before:

- A. The date planned for opening a FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~;

- B. The expiration date of the current OPERATING PERMIT for an existing permitted establishment;
- C. The date of remodeling of an existing establishment;
- D. The date of changing the type of establishment; or
- E. The date of transfer of ownership of an existing permitted establishment.
- F. ~~Within 30 days of a request by the HEALTH DEPARTMENT for the initial permit issued to unpermitted establishments in operation on September 30, 1998.~~

5.4.3 Submission of Application: Form

A PERSON desiring to operate a FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ shall submit to the HEALTH OFFICER a written application for an OPERATING PERMIT on a form provided by or approved by the HEALTH OFFICER.

5.4.4 Submission of Application: Conditions

No application for an OPERATING PERMIT shall be accepted unless:

- A. The OPERATING PERMIT application is signed by the OWNER, or officer of the legal ownership, of the FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ or the signature of the designated agent of the OWNER. Such signature shall evidence:
 - 1. If signed by the OWNER'S agent, a representation by the applicant that he or she is authorized to act on behalf of the OWNER and to obligate the OWNER to all responsibilities imposed by this Ordinance;
 - 2. The agreement of the OWNER to comply with the requirements of this Ordinance; and
 - 3. The agreement of the OWNER to allow access to the FOOD SERVICE ESTABLISHMENT and to provide all required information as specified under Sections 5.6 and 9.1;
- B. All information required by Subsection 5.4.5 is submitted; and
- C. The applicable OPERATING PERMIT fee is submitted.

5.4.5 Submission of Application: Contents

The application shall include:

- A. The name, mailing address, telephone number, and signature of the person applying for the OPERATING PERMIT and the name, mailing address, and location of the FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ and indication of whether he or she is the OWNER or the OWNER'S agent;
- B. Information specifying whether the FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ is owned by an association, corporation, individual, partnership, or other legal entity;
- C. A statement specifying whether the food establishment is mobile or stationary and temporary or permanent;
- D. The name, title, address, and telephone number of the certified food service sanitation manager directly responsible for the FOOD SERVICE

- ESTABLISHMENT ~~or RETAIL FOOD STORE~~ as provided in Section 750.540 of the *Food Service Sanitation Code* (77 Ill. Adm. Code 750.540);
- E. The names, titles, and addresses and telephone numbers of:
 - 1. The OWNERS or officers of the legal ownership as specified under Paragraph B, and
 - 2. The local registered agent if one is required based on the type of legal ownership;
 - F. The name, address and telephone number of the owner of the premises where the establishment is located if different from the OWNER;
 - G. A statement signed by the applicant that:
 - 1. Attests to the accuracy of the information provided in the application, and
 - 2. Affirms that the OWNER will:
 - a. Comply with this Ordinance, and
 - b. Allow the HEALTH OFFICER access to the establishment and to records as provided in Sections 5.6 and 9.1; and
 - H. The fee specified by the BOARD OF HEALTH.

5.4.6 Classification of Food Service Establishment - Frequency of Inspection

- A. Upon submission of a complete application, the HEALTH OFFICER shall categorize the FOOD SERVICE ESTABLISHMENT as a Class I, Class II or Class III facility pursuant to Paragraph 615.310(b) of *The Illinois Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.310(b)). This categorization shall apply to the establishment until the OPERATING PERMIT is renewed or the HEALTH OFFICER determines that changes in the operation warrant reclassification of the establishment.
- B. Based upon the categorization of the food establishment, the HEALTH OFFICER shall specify in the OPERATING PERMIT the minimum inspection frequency for the facility in accord with the provisions of Subparagraph 615.310(b)(4) of the *Illinois Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.310(b)(4)).

5.4.7 Issuance of Operating Permit - New, Converted, or Remodel Establishments and Change of Ownership

- A. The HEALTH OFFICER shall issue OPERATING PERMITS for FOOD SERVICE ESTABLISHMENTS ~~or RETAIL FOOD STORES~~ or issue an OPERATING PERMIT to new OWNERS of existing establishments that are required to submit plans under Subsection 5.3.1 when and only when:
 - 1. A properly completed application is submitted;
 - 2. The required fee is submitted;
 - 3. The required plans, specifications, and information are reviewed and approved; and
 - 4. A pre-operational inspection shows that the establishment is built or remodeled in accordance with the APPROVED plans and specifications, and that the establishment is in compliance with this Ordinance.
- B. OPERATING PERMITS shall be issued only in the name of the OWNER.

5.4.8 Operating Permit Renewal

The HEALTH OFFICER may renew an OPERATING PERMIT for an existing FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ only after a properly completed application is submitted, reviewed, and approved, the fees are paid, and an inspection shows that the establishment is in compliance with this Ordinance.

5.4.9 Term of Operating Permit

- A. OPERATING PERMITS shall expire on the 30th day of November except in the case of OPERATING PERMITS for TEMPORARY FOOD SERVICE ESTABLISHMENTS, in which case the OPERATING PERMIT shall be valid only for the period specified in it.
- B. The provisions of Paragraph A notwithstanding OPERATING PERMITS shall expire upon the occurrence of any event specified in Subsection 5.4.2.
- C. The OWNER shall apply for renewal of the OPERATING PERMIT no less than 30 days prior to the date of expiration or cease operation of the food establishment upon expiration of the OPERATING PERMIT.

5.4.10 Conditions of Operating Permit Retention - Notice to Owner

- A. At the time an OPERATING PERMIT is first issued, the HEALTH OFFICER shall provide to the OWNER a copy of this Ordinance, as it is published in pamphlet form, so that the OWNER is notified of the compliance requirements, and the conditions of retention, specified under Subsection 5.4.11, that are applicable to the OPERATING PERMIT.
- B. Issuance of the OPERATING PERMIT alone shall be deemed notice to the OWNER of the requirements for retaining the OPERATING PERMIT, the provisions of Paragraph A notwithstanding. The failure of HEALTH OFFICER to provide the information specified in Paragraph A of this section does not prevent the HEALTH OFFICER from taking authorized action or seeking remedies if the OWNER fails to comply with this Ordinance or an order, warning, or directive of the HEALTH OFFICER.

5.4.11 Conditions of Operating Permit Retention - Responsibilities of the Owner

Upon acceptance of the OPERATING PERMIT issued by the HEALTH OFFICER, the OWNER, in order to retain the OPERATING PERMIT, shall:

- A. Post the OPERATING PERMIT in a location in the food establishment that is conspicuous to consumers;
- B. Immediately discontinue operations and notify the HEALTH OFFICER if an ~~APPROVED~~ IMMINENT HEALTH HAZARD may exist as specified under Subsection 5.8.1;
- C. Allow representatives of the HEALTH OFFICER access to the food establishment as specified under Section 5.6;

- D. Replace existing facilities and equipment with facilities and equipment that comply with this Ordinance if:
 - 1. The HEALTH OFFICER directs the replacement because the facilities and equipment constitute a public health hazard or nuisance or no longer comply with the criteria upon which the facilities and equipment were APPROVED;
 - 2. The HEALTH OFFICER directs the replacement of the facilities and equipment because of a change of ownership; or
 - 3. The facilities and equipment are replaced in the normal course of operation.
- E. Comply with the directives of the HEALTH OFFICER including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives issued by the HEALTH OFFICER in regard to the OWNER'S food establishment or in response to community emergencies;
- F. Accept notices issued and served by the HEALTH OFFICER according to law;
- G. Be subject to the administrative, civil, injunctive, and criminal remedies authorized in law for failure to comply with this Ordinance or a directive of the HEALTH OFFICER, including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives; and
- H. Apply for renewal or change of the OPERATING PERMIT in timely manner as specified in ~~Subparagraph A.2~~ of Subsection 5.4.2.

5.4.12 Operating Permits Not Transferable

An OPERATING PERMIT may not be transferred from one PERSON to another PERSON, from one FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ to another, or from one type of operation to another, if the food operation changes from the type of operation specified in the application under Subsection 5.4.5 and the change in operation is not APPROVED.

5.4.13 Denial of Application for an Operating Permit

If an application for an OPERATING PERMIT is denied, the HEALTH OFFICER shall provide the applicant with a notice that includes:

- A. The specific reasons for the denial, including citations to this Ordinance and, if applicable, to specific standards incorporated herein;
- B. The actions, if any, that the OWNER must take to qualify for an OPERATING PERMIT; and
- C. Advisement of the OWNER's right of Appeal and the process and time frames for Appeal that are provided in Section 10.1.

5.5 INSPECTIONS AND CORRECTIONS OF VIOLATIONS

5.5.1 Minimum Inspection Interval

- A. Except as specified in Paragraph B of this Section, the HEALTH OFFICER shall inspect a food establishment at least as often as specified by Subparagraph

615.310(b)(4) of the *Illinois Local Health Protection Grant Rules* (77 Ill. Adm. Code 615.310(b)(4)) based upon the minimum inspection frequency established pursuant to Paragraph B of Section 5.4.6.

- B. The HEALTH OFFICER shall periodically inspect throughout its OPERATING PERMIT period a TEMPORARY FOOD ESTABLISHMENT that prepares, sells, or serves unpackaged potentially hazardous food.

5.6 ACCESS

5.6.1 Access Required

The PERSON IN CHARGE of any FOOD SERVICE ESTABLISHMENT ~~or RETAIL FOOD STORE~~ shall permit the HEALTH OFFICER access to the PREMISES for purposes of conducting inspections and access to any records necessary for establishing compliance with this Ordinance as provided in Section 9.1.

5.6.2 Refusal, Notification of Right to Access, and Final Request for Access

If the PERSON IN CHARGE denies access to the HEALTH OFFICER, the HEALTH OFFICER shall:

- A. Inform the PERSON IN CHARGE that:
1. The OWNER is required to allow access to the HEALTH OFFICER as specified under Subsection 5.6.1 of this Ordinance;
 2. Access is a condition of the acceptance and retention of a food establishment OPERATING PERMIT as specified under Paragraph 5.4.11.C, and;
 3. If access is denied, an order issued by the Circuit Court may be obtained;
- and
- B. Make a final request for access.

5.6.3 Refusal, Reporting

The HEALTH OFFICER shall provide details of the denial of access on an inspection report form. If the PERSON IN CHARGE continues to refuse access, after the HEALTH OFFICER presents credentials and provides notice as specified under Section 9.1 and takes the actions provided for in Subsection 5.6.2.

5.7 REPORT OF FINDINGS

5.7.1 Documenting Information and Observations

The HEALTH OFFICER shall document on an inspection report form:

- A. Administrative information about the food establishment's legal identity, street and mailing addresses, type of establishment and operation as specified under Subsection 5.4.5, inspection date, and other information such as type of water supply and SEWAGE disposal, status of the OPERATING PERMIT, and personnel certificates that may be required; and

- B. Specific factual observations of conditions that violate or deviate from any provisions of this Ordinance that require correction by the OWNER including:
1. Nonconformance with critical items of this Ordinance;
 2. Failure of the appropriate food employees to demonstrate their knowledge of, and ability to perform in accordance with, the procedural, monitoring, verification, and corrective action practices required by the HEALTH OFFICER;
 3. Failure of the PERSON IN CHARGE to provide records required by the HEALTH OFFICER for determining conformance with this Ordinance.

5.7.2 Specifying Time Frame for Corrections

The HEALTH OFFICER shall specify on the inspection report form the time frame for correction of the violations as specified under Subsections 5.8.1, and Sections 5.9 and 5.10.

5.7.3 Issuing Report and Obtaining Acknowledgement of Receipt

At the conclusion of the inspection the HEALTH OFFICER shall provide a copy of the completed inspection report and the notice to correct violations to the OWNER or to the PERSON IN CHARGE, and request a signed acknowledgement of receipt.

5.7.4 Refusal to Sign Acknowledgement

The HEALTH OFFICER shall:

- A. Inform the OWNER or PERSON IN CHARGE who declines to sign an acknowledgement of receipt of inspection findings as specified in Subsection 5.7.3 that:
1. An acknowledgement of receipt is not an agreement with findings,
 2. Refusal to sign an acknowledgement of receipt will not affect the OWNER's obligation to correct the violations noted in the inspection report within the time frames specified, and
 3. A refusal to sign an acknowledgement of receipt is noted in the inspection report and conveyed to the HEALTH DEPARTMENT'S historical record for the food establishment; and
- B. Make a final request that the OWNER or PERSON IN CHARGE sign an acknowledgement of receipt of inspection findings.

5.8 IMMINENT HEALTH HAZARD

5.8.1 Ceasing Operations and Reporting

The OWNER or PERSON IN CHARGE shall immediately discontinue operations and notify the HEALTH OFFICER if an IMMINENT HEALTH HAZARD APPROVED may exist because of an emergency such as a fire, flood, extended interruption of electrical or water service, SEWAGE backup, misuse of poisonous or toxic materials, onset of an apparent foodborne illness outbreak, gross insanitary occurrence or condition,

violations of 77 Ill. Adm. Code 750 as amended July 10, 2008, or other circumstance that may endanger public health.

5.8.2 Resumption of Operations

If operations are discontinued as specified under Subsection 5.8.1 or otherwise according to law, the OWNER shall obtain approval from the HEALTH OFFICER before resuming operations.

5.9 CORRECTION OF VIOLATIONS

5.9.1 Critical Violations

- A. Except as specified in Paragraph B of this Subsection, the OWNER shall at the time of inspection correct a CRITICAL VIOLATION of this Ordinance. After observing at the time of inspection a correction of a CRITICAL VIOLATION or deviation, the HEALTH OFFICER shall enter the violation and information about the corrective action on the inspection report.
- B. Considering the nature of the potential hazard involved and the complexity of the corrective action needed, the HEALTH OFFICER may agree to or specify a longer time frame to correct the CRITICAL VIOLATION, not to exceed 10 calendar days after the inspection. After receiving notification that the OWNER has corrected a CRITICAL VIOLATION, or at the end of the specified period of time, the HEALTH OFFICER shall verify correction of the violation, document the information on an inspection report, and enter the report in the HEALTH DEPARTMENT'S records.

5.9.2 Non-critical Violations

The OWNER shall correct noncritical violations by a date and time agreed to or specified by the HEALTH OFFICER.

5.10 PREVENTION OF FOODBORNE DISEASE TRANSMISSION BY EMPLOYEES

5.10.1 Obtaining Personal Information

- A. The HEALTH OFFICER shall act when she or he has reasonable cause to believe that a food employee:
 - 1. Has possibly transmitted disease;
 - 2. May be infected with a disease in a communicable form that is transmissible through food;
 - 3. May be a carrier of infectious agents that cause a disease that is transmissible through food;
 - 4. Is affected with a boil, an infected wound, or acute respiratory infection.

5. Has violated any provision of 77 Ill. Adm. Code 750 of the *Food Sanitation Code* as amended July 10, 2008.
- B. Such action may include:
1. Securing a confidential medical history of the employee suspected of transmitting disease or making other investigations as deemed appropriate; and
 2. Requiring appropriate medical examinations, including collection of specimens for laboratory analysis, of a suspected employee and other employees.

5.10.2 Restriction or Exclusion of Food Employee

Based on the findings of an investigation related to an employee who is suspected of being infected or diseased, the HEALTH OFFICER may issue an order to the suspected employee or OWNER instituting one or more of the following control measures:

- A. Restricting the employee's services to specific areas and tasks in a food establishment that present no risk of transmitting the disease;
- B. Excluding the employee from a food establishment; or
- C. Closing the food establishment by summarily suspending an OPERATING PERMIT in accordance with law.

5.10.3 Restriction or Exclusion Order

Based on the findings of the investigation as specified in Subsection 5.10.1 and to control disease transmission, the HEALTH OFFICER may issue an order of restriction or exclusion to a suspected employee or the OWNER without prior warning, notice of a hearing, or a hearing if the order:

- A. States the reasons for the restriction or exclusion that is ordered;
- B. States the evidence that the employee or OWNER shall provide in order to demonstrate that the reasons for the restriction or exclusion are eliminated;
- C. States that the suspected employee or the OWNER may request an Appeal hearing by submitting a timely request as provided in Section 10.1; and
- D. Provides the name and address of the HEALTH DEPARTMENT representative to whom a request for an Appeal hearing may be made.

5.10.4 Release of Employee from Restriction or Exclusion

The HEALTH OFFICER shall release an employee from restriction or exclusion according to law upon determining that the employee no longer presents a risk of transmitting a foodborne disease and shall document the basis of making such a determination.

5.11 EMBARGO AND DETENTION OF ADULTERATED OR MISBRANDED FOOD

5.11.1 Examination of Food Items

Any item of food, food container, LABEL, or food contact equipment may be examined or sample by the HEALTH OFFICER at reasonable times as often as may be necessary to determine that the food is not ADULTERATED or MISBRANDED or that the equipment does not create a health hazard.

5.11.2 Hold Order

The HEALTH OFFICER may, upon written notice to the OWNER or PERSON IN CHARGE, place a hold order on any food item or food contact equipment which he or she has probable cause to believe to be unwholesome, ADULTERATED, MISBRANDED, or to otherwise create a health hazard or violate a provision of this Ordinance.

5.11.3 Hold Order - Tagging and Marking

If the HEALTH OFFICER shall issue a hold order, he or she shall affix to the subject food article or food contact equipment a tag or other appropriate marking giving notice that the food article or food contact equipment is or is suspected of being ADULTERATED or MISBRANDED or otherwise in violation of this Ordinance and has been detained or embargoed. The tag or marking shall also warn all PERSONS not to use, remove or dispose of such food article or food contact equipment by sale until permission for removal or disposal is given by the HEALTH OFFICER or by a court having jurisdiction.

5.11.4 Effect of Hold Order

Any food item or food contact equipment subject to a hold order shall be suitably stored. It shall be unlawful for any PERSON to remove, or alter a tag or marking placed on any food or food contact equipment, as provided in Subsection 5.11.3. Neither such food nor the container thereof shall be relabeled, repacked, reprocessed, altered, disposed of, or destroyed without the permission of the HEALTH OFFICER, except on order of a court of competent jurisdiction.

5.11.5 Condemnation of Embargoed or Detained Food or Equipment

Upon embargo or detention of any food or equipment, the HEALTH OFFICER shall determine whether the food is in fact ADULTERATED or MISBRANDED, and shall:

- A. Upon determining that such food is ADULTERATED or MISBRANDED petition the Circuit Court for a libel for condemnation and take such other action as is provided in Section 6 of the *Illinois Food, Drug and Cosmetic Act* (410 ILCS 620/6); or
- B. Upon determining that such food is not ADULTERATED or MISBRANDED shall vacate the hold order and remove the tag or marking attached under Subsection 5.11.3.

CHAPTER 6. PRIVATE SEWAGE DISPOSAL SYSTEMS

6.1 ACTS PROHIBITED

6.1.1 No PERSON shall discharge DOMESTIC SEWAGE or WASTEWATER to the environment except by means of a PUBLIC SEWER SYSTEM or by a PRIVATE SEWAGE DISPOSAL SYSTEM permitted, constructed, operated and maintained in accordance with the requirements of this Ordinance.

6.1.2 No PERSON shall construct, install, repair or modify a PRIVATE SEWAGE DISPOSAL SYSTEM except in compliance with the terms of this Ordinance.

6.1.3 No PERSON shall offer for sale, deliver or install a PRIVATE SEWAGE DISPOSAL SYSTEM that does not conform to all applicable requirements of this Ordinance.

6.1.4 No PERSON shall operate, maintain or fail to maintain a permitted PRIVATE SEWAGE DISPOSAL SYSTEM in a manner that contravenes any provision of this Ordinance.

6.1.5 No PERSON shall service or clean a PRIVATE SEWAGE DISPOSAL SYSTEM or collect, transport or dispose of SEPTAGE except in compliance with the terms of this Ordinance.

6.1.6 No PERSON shall construct, occupy, use or make available to another for occupancy or use by any means, a premises for the purpose of human occupancy served by a PRIVATE SEWAGE DISPOSAL SYSTEM, except in compliance with the terms of this Ordinance.

6.2 STANDARDS AND REGULATIONS

6.2.1 Illinois *Private Sewage Disposal Code* Incorporated

The discharge of DOMESTIC SEWAGE and WASTEWATER, the sale, construction, installation, repair, maintenance, modification, cleaning and servicing of PRIVATE SEWAGE DISPOSAL SYSTEMS and the collection, transportation and disposal of SEPTAGE shall be governed by the *Private Sewage Disposal Code* (77 Ill. Adm. Code 905) which is hereby incorporated by reference, together with any regulations or standards therein incorporated, subject to the provisions of Section 3.2.

6.2.2 Installation by Licensed Private Sewage Disposal System Installation Contractor

No PERSON shall construct, install, repair or modify a PRIVATE SEWAGE DISPOSAL SYSTEM unless they possess a valid license as a PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR, except that a HOMEOWNER may do so for a system that serves only the single family dwelling in which he or she resides provided requirements of this Ordinance are met.

6.2.3 Sewage Disposal Required

All premises intended for human occupancy shall provide for the sanitary disposal of HUMAN WASTES and DOMESTIC SEWAGE by discharging into a PUBLIC SEWER SYSTEM or PRIVATE SEWAGE DISPOSAL SYSTEM constructed, installed, repaired, maintained and serviced in compliance with this Ordinance.

6.2.4 Limited Use Systems

Privies, chemical toilets, and recirculating toilets shall not provide the required means of SEWAGE disposal for any premises except that they may be permitted for premises occupied on a temporary basis only under the following conditions:

- A. Construction sites during the time that the local permit authorizing construction is in effect; and
- B. Premises used for temporary public gatherings or other events during the time that any local permit or license authorizing such event is in effect.

6.2.5 Location: Public Sewer System Availability

- A. No CONSTRUCTION PERMIT shall be issued for construction of a PRIVATE SEWAGE DISPOSAL SYSTEM where a PUBLIC SEWER SYSTEM is available unless a physical barrier or local ordinance exists which prevents connection to the PUBLIC SEWER SYSTEM. Local ordinances which establish conditions for, but do not prohibit, new connections shall be deemed not to prevent connection.
- B. A PUBLIC SEWER SYSTEM shall be deemed available when:
 1. A public sewer line is in place within any street, alley, right of way, or easement that adjoins or abuts the PREMISES for which the CONSTRUCTION PERMIT is requested; or
 2. The improvement to be served is located within a reasonable distance of a PUBLIC SEWER SYSTEM to which a connection is practical which, for the purpose of this provision, shall be deemed to be not greater than:
 - a. ~~300~~ 200 feet for a single family residence or a non-residential property with a SEWAGE flow less than 1,500 gallons per day; or
 - b. 1,000 feet for a non-residential property with a SEWAGE flow greater than or equal to 1,500 gallons per day .
- C. For the purposes of Paragraph B of this subsection, distances shall be measured by the shortest air line distance from the property line of the subject PREMISES to the nearest point at which a connection to a PUBLIC SEWER SYSTEM is practical.

6.2.6 Location: Special Flood Hazard Area

No PRIVATE SEWAGE DISPOSAL SYSTEM shall be located in a SPECIAL FLOOD HAZARD AREA unless:

- A. The requirements of Subparagraph 905.20(j)(1) of the *Private Sewage Disposal Code* are met (77 Ill. Adm. Code 905.20(j)(1)); and
- B. Any mechanical or electrical components of the system that are subject to damage by inundation are located no less than one foot above the estimated elevation of the one percent annual probability base flood elevation.

6.2.7 Design and Construction

- A. No PRIVATE SEWAGE DISPOSAL SYSTEM shall discharge into any ditch or drainage structure installed for street or highway drainage purposes without the approval of the authority having jurisdiction over such street or highway, and, effective February 10, 2014, unless in compliance with a NPDES PERMIT.
- B. No PRIVATE SEWAGE DISPOSAL SYSTEM shall discharge directly to any farm drainage tile except that systems permitted to have a surface discharge may utilize a farm tile that serves only the OWNER'S property and discharges to the surface on the PREMISES on which such system is located, and, effective February 10, 2014, unless in compliance with a NPDES PERMIT.
- C. No PRIVATE SEWAGE DISPOSAL SYSTEM shall discharge directly or indirectly to any farm field in such a way as to impair agricultural practices or create a nuisance.
- D. A PRIVATE SEWAGE DISPOSAL SYSTEM shall be designed to receive all WASTEWATER from the buildings served, except:
 - 1. No SUB-SOIL DRAINAGE, discharge from roof drains or swimming pool WASTEWATER shall be directed to the PRIVATE SEWAGE DISPOSAL SYSTEM.
 - 2. WASTEWATER generated by a hot tub or similar device shall be discharged to one of the following:
 - a. A separate SUBSURFACE SEEPAGE SYSTEM, provided that the seepage field is designed to accommodate the liquid capacity of the hot tub on a daily basis. A septic tank is not required in front of a seepage field receiving flow from this device.
 - b. The seepage field serving the domestic WASTEWATER flow, provided the seepage field is increased in size to accommodate the additional flow from the hot tub on a daily basis. This drainage shall be piped around the septic tank and directly into the seepage field.
 - 3. Backwash water from a water softener or similar device shall be discharged to one of the following:
 - a. A separate SUBSURFACE SEEPAGE SYSTEM, provided that the seepage field is designed to accommodate the liquid capacity of the water softener on a daily basis. A septic tank is not required in front of a seepage field receiving flow from this device.
 - b. A separate building drain, in accordance with the Illinois Plumbing Code, that will discharge to a SUBSURFACE SEEPAGE SYSTEM.

provided that the seepage field is designed to accommodate the flow from this device on a daily basis. A septic tank is not required in front of a seepage field receiving flow from this device.

4. Waste products, such as automotive grease, oils, solvents and chemicals shall not discharge to a PRIVATE SEWAGE DISPOSAL SYSTEM.

6.2.8 Occupancy of Premises served by a Permitted System

No PREMISES served by a PRIVATE SEWAGE DISPOSAL SYSTEM for which a CONSTRUCTION PERMIT has been issued by the HEALTH DEPARTMENT shall be occupied or used until a Certificate of Approval has been issued for the PREMISES by the HEALTH OFFICER except for CONSTRUCTION PERMITS issued to repair or replace systems serving PREMISES which are lawfully occupied on the date of application for the CONSTRUCTION PERMIT.

6.3 NPDES PERMIT FOR SURFACE DISCHARGING PRIVATE SEWAGE DISPOSAL SYSTEMS

6.3.1 When Required

Effective February 10, 2014, prior to obtaining a CONSTRUCTION PERMIT from the HEALTH OFFICER for the installation, replacement, and operation of a new or replacement surface discharging PRIVATE SEWAGE DISPOSAL SYSTEM, it shall be the responsibility of the OWNER to obtain a NPDES PERMIT for the new or replacement surface discharging PRIVATE SEWAGE DISPOSAL SYSTEM.

6.4 CONSTRUCTION PERMITS

6.4.1 When Required

- A. Except as provided in Paragraph B, a CONSTRUCTION PERMIT shall be obtained from the HEALTH DEPARTMENT prior to commencing any work related to constructing, repairing, altering, extending or replacing any part of a PRIVATE SEWAGE DISPOSAL SYSTEM, except for:
1. Surveying or staking the location of the proposed site, or
 2. Conducting soil investigations or PERCOLATION TESTS; and
- B. Provided that all work is done in a manner complying with the requirements of this Ordinance, CONSTRUCTION PERMITS shall not be required for:
1. Routine cleaning of disposal system components,
 2. Replacing septic tank covers, or
 3. Rodding out inlets and outlets.

6.4.2 Responsibility of Owner and Contractor

- A. It shall be the responsibility of the OWNER to obtain a CONSTRUCTION PERMIT before any construction, installation or alteration of a PRIVATE SEWAGE DISPOSAL SYSTEM is initiated. Failure of the OWNER to obtain a CONSTRUCTION PERMIT before construction or installation of a PRIVATE SEWAGE DISPOSAL SYSTEM is initiated shall constitute a violation of this Ordinance.
- B. It shall be the responsibility of the Illinois Licensed PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR to ensure that a CONSTRUCTION PERMIT has been issued for said construction, installation or alteration prior to commencing any work, except as provided in Subsection 6.4.1, and to follow all conditions of the CONSTRUCTION PERMIT.
- C. Effective January 1, 2013, the OWNER of the property on which a new or replacement PRIVATE SEWAGE DISPOSAL SYSTEM is installed shall be responsible for the service and maintenance of the PRIVATE SEWAGE DISPOSAL SYSTEM in accordance with the *Illinois Private Sewage Disposal Licensing Act (225 ILCS 225)* and the *Illinois Private Sewage Disposal Code (77 Ill. Adm. Code Park 905)*, and shall complete an Affidavit for Homeowner's Compliance with *Illinois Private Sewage Disposal Licensing Act and Code on a form provided by the HEALTH DEPARTMENT.*

6.5 CONSTRUCTION PERMIT APPLICATIONS

6.5.1 Timing

CONSTRUCTION PERMIT applications shall be submitted prior to commencing any work, except as provided in Subsection 6.4.1.

6.5.2 Form

CONSTRUCTION PERMIT applications shall be made in writing on forms provided or approved by the HEALTH OFFICER and shall be filed at such location or locations as the HEALTH OFFICER may designate.

6.5.3 Conditions

No application for a CONSTRUCTION PERMIT shall be accepted unless:

- A. The CONSTRUCTION PERMIT application contains the signature of the OWNER, or an officer of the legal ownership entity, or the signature of the designated agent of the OWNER. Such signature shall evidence:
1. If signed as the OWNER's agent, a representation by the applicant that he or she is authorized to act on behalf of the OWNER and that the agent has the authority to obligate the OWNER to all responsibilities imposed by this Ordinance;
 2. The agreement of the OWNER to comply with the terms of this Ordinance; and

3. The agreement of the OWNER to allow access to the PREMISES by the HEALTH DEPARTMENT and to provide required information as provided in Sections 6.7 and 9.1.
- B. All information required by Subsection 6.5.4 is submitted; and
- C. The applicable fee is submitted.

6.5.4 Contents

CONSTRUCTION PERMIT applications shall, at a minimum, include the following:

- A. Name, address and telephone number of the applicant;
- B. Name, address and telephone number of the OWNER if different than the applicant;
- C. Name, address and telephone number of the OWNER of the property on which the PRIVATE SEWAGE DISPOSAL SYSTEM will be located if different than the OWNER;
- D. Name, address and telephone number and license number of the PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR if any;
- E. Name, address and telephone number of any professional engineer, sanitarian, soil scientist or other PERSON responsible for the design of the system or for the collection or analysis of any information used in designing the system;
- F. An accurate description of the location of the property on which the construction, alteration, or extension is proposed;
- G. The maximum waste loading capacity and an explanation of the basis on which it is estimated;
- H. All results of all soil investigations or PERCOLATION TESTS conducted on the property;
- I. Complete plans drawn to scale of the proposed disposal facility in accord with requirements of Subparagraph 905.190(b)(1) of the *Private Sewage Disposal Code* (77 Ill. Adm. Code 905.190(b)(1));
- J. All additional information required by Paragraph 905.190(b) of the *Private Sewage Disposal Code* (77 Ill. Adm. Code 905.190(b));
- K. The fee specified by the BOARD OF HEALTH.

6.5.5 Soil Investigations and Percolation Tests

- A. All soil investigations and PERCOLATION TESTS shall be conducted in accordance with Section 905.55 of the *Private Sewage Disposal Code* (77 Ill. Adm. Code 905.55).
- B. The HEALTH OFFICER shall determine the validity of any soil investigation or PERCOLATION TEST. The HEALTH OFFICER may deny issuance of a CONSTRUCTION PERMIT if the results of any part of a soil investigation or PERCOLATION TEST included in the CONSTRUCTION PERMIT application are determined to be invalid.
- C. The HEALTH OFFICER shall determine which results shall prevail when any parts of the results of any soil investigations or PERCOLATION TESTS are in conflict.

6.6 ISSUANCE OF CONSTRUCTION PERMIT

6.6.1 Qualified Construction Permit Holders

CONSTRUCTION PERMITS shall be issued in the name of the OWNER only to:

- A. A PERSON possessing a valid Illinois license as a PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR; or
- B. A HOMEOWNER or his or her agent for work on a system located on and serving only the premises on which the HOMEOWNER resides.

6.6.2 Inspection Prior to Construction Permit Issuance

The HEALTH OFFICER may investigate conditions on the proposed site prior to issuance of a CONSTRUCTION PERMIT.

6.6.3 Determination of Location with Respect to Special Flood Hazard Areas

- A. If in the judgment of the HEALTH OFFICER the site of a proposed PRIVATE SEWAGE DISPOSAL SYSTEM is or may be located in a SPECIAL FLOOD HAZARD AREA, the CONSTRUCTION PERMIT shall not be issued until a determination is made that the site is not located in a SPECIAL FLOOD HAZARD AREA or that the proposed PRIVATE SEWAGE DISPOSAL SYSTEM meets the requirements of Subsection 6.2.6.
- B. If required by the HEALTH OFFICER, the OWNER, at his or her expense, shall obtain a determination as to whether the proposed PRIVATE SEWAGE DISPOSAL SYSTEM is located in a SPECIAL FLOOD HAZARD AREA from the local official responsible for administering the local flood plain regulations, the Illinois State Water Survey, or an Illinois licensed professional engineer.
- C. If the location of a proposed PRIVATE SEWAGE DISPOSAL SYSTEM is determined to be in a SPECIAL FLOOD HAZARD AREA, the HEALTH OFFICER may require that additional information be provided to determine that the proposed installation complies with the requirements of Subsection 6.2.6 including but not limited to the following:
 - 1. An assessment by a soil scientist regarding the effect of periodic inundation;
 - 2. An estimate of the elevation of the 100 year recurrence interval flood from the local official responsible for administering the local flood plain regulations, the Illinois State Water Survey, or an Illinois licensed professional engineer; and
 - 3. A determination by an Illinois licensed surveyor of the elevation of the location of the proposed PRIVATE SEWAGE DISPOSAL SYSTEM.

6.6.4 Decision on Construction Permit Application

Within fifteen days of the receipt of all required information, the HEALTH OFFICER shall issue or deny the CONSTRUCTION PERMIT. In the event the CONSTRUCTION

PERMIT is denied the reasons for such denial shall be provided in writing to the applicant.

6.6.5 Limits of Authority Granted by Construction Permit

- A. A CONSTRUCTION PERMIT, when issued, shall authorize only the specific work described in the CONSTRUCTION PERMIT application. The CONSTRUCTION PERMIT shall not:
1. Authorize any other work;
 2. Authorize work at any other location;
 3. Authorize construction to be performed by any PERSON other than as identified in the application;
 4. Authorize construction to be performed in any manner other than as described in the CONSTRUCTION PERMIT application; or
 5. Authorize use of the permitted PRIVATE SEWAGE DISPOSAL SYSTEM to serve any facility or any use other than as specified in the CONSTRUCTION PERMIT application.
- B. The OWNER shall amend the CONSTRUCTION PERMIT application and obtain the approval of the HEALTH OFFICER prior to deviating from any aspect of the application on which the CONSTRUCTION PERMIT was issued.

6.6.6 Term

CONSTRUCTION PERMITS shall be valid for a period of twelve months from the date of issuance. The CONSTRUCTION PERMIT shall expire and have no further force or effect:

- A. If the work described on the CONSTRUCTION PERMIT has not been commenced within twelve months. In such case, the CONSTRUCTION PERMIT shall be cancelled by the HEALTH OFFICER unless extended as provided in Subsection 6.6.7. Written notice of cancellation shall be given to the OWNER together with notice that further work as described on the cancelled CONSTRUCTION PERMIT shall not proceed until a new CONSTRUCTION PERMIT is issued; or
- B. Upon issuance of a Certificate of Approval as provided in Section 6.8.

6.6.7 Extension

CONSTRUCTION PERMITS may be extended for such additional period as is set forth in the application for the CONSTRUCTION PERMIT or in an application for an extension of the CONSTRUCTION PERMIT as the time necessary to complete the construction. Such extension may be granted only upon a determination by the HEALTH OFFICER that the need for additional time is occasioned by the scope of the proposed construction, unique features of the site or design, work stoppages not under the control of the CONSTRUCTION PERMIT holder or other practical necessity and not for lack of due diligence by the CONSTRUCTION PERMIT holder. Such extension shall be

granted for the minimum amount of time needed to complete the project, but in no case shall such extension be granted for a period exceeding one hundred and eighty days.

6.6.8 Revocation or Suspension

If it is determined by the HEALTH OFFICER that work is proceeding in a manner other than described in the CONSTRUCTION PERMIT application or that any material fact in the CONSTRUCTION PERMIT application was misrepresented or inaccurately stated, the HEALTH OFFICER may, in writing, revoke the CONSTRUCTION PERMIT or suspend the CONSTRUCTION PERMIT for a specified time.

6.7 INSPECTIONS

6.7.1 Right of Access

The OWNER shall permit the HEALTH OFFICER access to the PREMISES for purposes of conducting inspections as provided in Section 9.1.

6.7.2 Inspection Prior to Completion

No work on any PRIVATE SEWAGE DISPOSAL SYSTEM shall be deemed complete nor the conditions of any CONSTRUCTION PERMIT met until the installation of the system and its components have been inspected by the HEALTH OFFICER and determined to be in compliance with applicable provisions of this Ordinance.

6.7.3 Notice Prior to Commencing Work

OWNERS or PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTORS shall provide notice to the HEALTH DEPARTMENT no less than forty-eight hours prior to commencing any work described in the CONSTRUCTION PERMIT.

6.7.4 Exposing Work

- A. If work shall have proceeded without a required inspection in such a way as to make it impractical to perform a necessary inspection the HEALTH OFFICER may order the OWNER, in writing, that backfill material be removed or that the work be otherwise uncovered, so as to permit the necessary inspection within fifteen days.
- B. If, at the end of such fifteen days, the OWNER shall not have uncovered the PRIVATE SEWAGE DISPOSAL SYSTEM as ordered by the HEALTH OFFICER, the CONSTRUCTION PERMIT may be suspended or revoked as provided in Section 6.6.8, and the HEALTH DEPARTMENT may enter upon the property and may, at the OWNER's expense, uncover the system and complete the necessary inspection.

- C. In the event that the HEALTH DEPARTMENT must uncover the work to complete a required inspection, the CONSTRUCTION PERMIT shall not be reinstated or a Certificate of Approval issued, until the OWNER shall have reimbursed the HEALTH DEPARTMENT for all costs incurred in uncovering the work.

6.8 CERTIFICATE OF APPROVAL

6.8.1 Completion of Work and Compliance with Regulations

When the HEALTH OFFICER has determined that all work described in the CONSTRUCTION PERMIT is complete and has been conducted in compliance with the provisions of this Ordinance and of the CONSTRUCTION PERMIT, the HEALTH OFFICER shall issue a Certificate of Approval.

6.8.2 Issuance of Certificate of Approval

The HEALTH OFFICER shall retain the original Certificate of Approval and shall provide one copy to the OWNER, duly signed.

6.8.3 Construction Permit Invalidated

The issuance of a Certificate of Approval shall invalidate the CONSTRUCTION PERMIT issued for work conducted on the PREMISES involved.

6.9 TRANSPORTATION AND DISPOSAL OF SEPTAGE

6.9.1 Transportation and Disposal by Licensed Contractor Required

- A. No PERSON shall collect, store, transport or dispose of SEPTAGE unless they possess a valid license as a PRIVATE SEWAGE DISPOSAL SYSTEM PUMPING CONTRACTOR issued by the Illinois Department of Public Health.
- B. No PERSON shall employ or otherwise permit any PERSON who does not possess a valid license as a PRIVATE SEWAGE DISPOSAL SYSTEM PUMPING CONTRACTOR to collect, store, transport or dispose of any SEPTAGE from any PRIVATE SEWAGE DISPOSAL SYSTEM which they own, possess or control.

6.9.2 Compliance with Private Sewage Disposal Code

No PERSON shall dispose of SEPTAGE except in compliance with all applicable provisions of Section 905.170 of the *Private Sewage Disposal Code* (77 Ill. Adm. Code 905.170).

6.9.3 Disposal in Special Flood Hazard Areas Prohibited

No PERSON shall dispose of SEPTAGE in any SPECIAL FLOOD HAZARD AREA.

6.9.4 Notice of Disposal Site

- A. No PERSON shall dispose of any SEPTAGE unless they have first notified the HEALTH DEPARTMENT in writing of the location and manner of the proposed disposal.
- B. A separate notice shall be made annually for each site utilized on forms supplied or approved by the HEALTH OFFICER. At a minimum, such notice shall contain the following information:
1. An accurate description of the site including the administrative township, township, range, section and quarter section and the address if any;
 2. The name, address and telephone number of the owner of the property;
 3. The purpose for which the property is otherwise used;
 4. An estimate of the annual total gallons of SEPTAGE disposed of at the site; and
 5. A description of the methods of disposal at each site.

6.9.5 Truck and Equipment Washing: Disposal of Rinsings

No PERSON shall dispose of any water used to rinse or clean any surfaces that normally come in contact with SEPTAGE of any vehicle or equipment used to collect, store, transport or dispose of SEPTAGE in a manner or at a location other than as permitted for the disposal of SEPTAGE.

CHAPTER 7. POTABLE WATER SUPPLIES

7.1 ACTS PROHIBITED

7.1.1 No PERSON shall construct, deepen, or modify a WATER WELL or CLOSED LOOP WELL except in compliance with the terms of this Ordinance.

7.1.2 No PERSON shall abandon or seal a WATER WELL or CLOSED LOOP WELL except in compliance with the terms of this Ordinance.

7.1.3 No PERSON shall operate a private water supply, NON-COMMUNITY WATER SYSTEM or SEMI-PRIVATE WATER SYSTEM except in compliance with the terms of this Ordinance.

7.1.4 No PERSON shall construct, occupy, use or make available to another by any means a premises for the purpose of human occupancy, except in compliance with the terms of this Ordinance.

7.2 STANDARDS AND REGULATIONS

7.2.1 State Regulations Incorporated

The location, construction, modification, operation, abandonment and sealing of a WATER WELL or CLOSED LOOP WELL shall be governed by the following regulations which are, hereby incorporated by reference together with any regulations or standards therein incorporated, subject to the provisions of Section 3.2:

- A. *Water Well Construction Code* (77 Ill. Adm. Code 920); and
- B. *Illinois Water Well Pump Installation Code* (77 Ill. Adm. Code 925).

7.2.2 Potable Water Supply Required

All premises intended for human habitation or occupancy shall be provided with a POTABLE WATER supply. The POTABLE WATER supply shall not be connected to non-POTABLE WATER and shall be protected against backflow and backsiphonage in accordance with the requirements of Subpart I of the *Illinois Plumbing Code* (77 Ill. Adm. Code 890). Each POTABLE WATER supply shall provide quantities of water that are sufficient for the drinking, culinary, and sanitary needs of the dwelling or PREMISES served.

7.2.3 Public Water Supply Use

- A. In those locations where a PUBLIC WATER SYSTEM is reasonably available, that system shall be the sole source of water for drinking and culinary purposes. A PUBLIC WATER SYSTEM shall be deemed reasonably available when:
 - 1. The subject property is located within 200 feet of the PUBLIC WATER SYSTEM;
 - 2. Connection to the PUBLIC WATER SYSTEM is practical; and
 - 3. Connection is permitted by the controlling authority for the PUBLIC WATER SYSTEM.
- B. For the purposes of Paragraph A of this Subsection distances shall be measured by the shortest air line distance from the property line of the subject PREMISES to the nearest point at which a connection to a PUBLIC WATER SYSTEM is practical.

7.2.4 Occupancy of Permitted Premises

No PREMISES served by a WATER WELL for which a CONSTRUCTION PERMIT has been issued by the Champaign County Public HEALTH DEPARTMENT shall be occupied or used until a Certificate of Approval has been issued by the HEALTH OFFICER except for CONSTRUCTION PERMITS issued to repair, modify or replace systems serving PREMISES which are lawfully occupied on the date of application for the CONSTRUCTION PERMIT.

7.3 CONSTRUCTION PERMITS

7.3.1 When Required

No WATER WELL or CLOSED LOOP WELL shall be constructed, modified, deepened or sealed unless a CONSTRUCTION PERMIT has first been obtained from the HEALTH DEPARTMENT. CONSTRUCTION PERMITS are not required for the following:

- A. A well that does or will serve a COMMUNITY WATER SYSTEM provided that all applicable requirements of the *Environmental Protection Act* (415 ILCS 5/1 *et seq.*) and Parts 601 through 611 of the *Illinois Environmental Protection Code* (35 Ill. Adm. Code 601-611) are met;
- B. A well that does or will serve a NON-COMMUNITY WATER SYSTEM provided that approval is obtained from the Illinois Department of Public Health; or
- C. A well that does or will function as a monitoring well provided that all applicable provisions of Section 920.170 of the *Illinois Water Well Construction Code* (77 Ill. Adm. Code 920.170) are met

7.3.2 Responsibility of Owner and Contractor

- A. It shall be the responsibility of the OWNER to obtain a CONSTRUCTION PERMIT before any construction or deepening of a WATER WELL or CLOSED LOOP WELL is initiated. Failure of the OWNER to obtain a CONSTRUCTION PERMIT before any construction or deepening of a WATER WELL or CLOSED LOOP WELL is initiated shall constitute a violation of this Ordinance.
- B. It shall be the responsibility of the WATER WELL or CLOSED LOOP WELL Contractor to insure that a CONSTRUCTION PERMIT has been issued before any construction or deepening of a WATER WELL or CLOSED LOOP WELL is initiated and to follow the conditions of said CONSTRUCTION PERMIT. Failure of the WATER WELL or CLOSED LOOP WELL Contractor to insure said CONSTRUCTION PERMIT has been issued or to violate the conditions of said CONSTRUCTION PERMIT shall constitute a violation of this Ordinance.

7.4 CONSTRUCTION PERMIT APPLICATIONS

7.4.1 Timing

CONSTRUCTION PERMIT applications shall be submitted prior to commencing any work.

7.4.2 Form

CONSTRUCTION PERMIT applications shall be made in writing in forms provided or approved by the HEALTH OFFICER and shall be filed at such location or locations as the HEALTH OFFICER may designate.

7.4.3 Conditions

No application for a CONSTRUCTION PERMIT shall be accepted unless:

- A. The CONSTRUCTION PERMIT application contains the signature of the OWNER or office of the legal ownership of the WATER WELL or CLOSED LOOP WELL, or the signature of the designated agent of the OWNER. Such signature shall evidence:
1. If signed as OWNER'S agent, a representation by the application that he or she is authorized to act on behalf of the OWNER and obligate the OWNER to all responsibilities imposed by this Ordinance;
 2. The agreement of the OWNER to comply with the terms of this Ordinance; and
 3. The agreement of the OWNER to allow access to the PREMISES and to provide required information as provided in Subsection 7.6.2, Section 7.7 and Section 7.8.
- B. All information required by Subsection 7.4.4 is submitted; and
- C. The applicable fee is submitted.

7.4.4 Contents

CONSTRUCTION PERMIT applications shall, at a minimum, include the following:

- A. Name, address and telephone number of the applicant;
- B. Name, address and telephone number of the OWNER if different from the applicant;
- C. Name, address and telephone number of the owner of the property on which the WATER WELL or CLOSED LOOP WELL is or will be located if different from the OWNER;
- D. Name, address, telephone number and license number of the of the WATER WELL or CLOSED LOOP WELL contractor;
- E. An accurate legal description of the location of the property on which the construction, alteration, or extension is proposed;
- F. Description of the property or properties, and of all buildings or other facilities to be served by the well;
- G. An accurate description of the location of the WATER WELL or CLOSED LOOP WELL including a site plan containing the information required by Subparagraph 920.130(b)(1) of the *Water Well Construction Code* (77 Ill. Admin. Code 920.130(b)(1));
- H. All additional information required by Paragraph 920.130(b) of the *Water Well Construction Code* (77 Ill. Adm. Code 920.130(b));
- I. Such other information as may be required by the HEALTH OFFICER to substantiate that the proposed construction, alteration, or extension complies with minimum standards of this Ordinance; and
- J. The fee specified by Subsection 12.2.2.

7.5 ISSUANCE OF CONSTRUCTION PERMIT

7.5.1 Qualified Construction Permit Holders

CONSTRUCTION PERMITS shall be issued only to:

- A. A PERSON possessing a valid license issued under the *Illinois Water Well and Pump Installation Contractor's License Act*, (225 ILCS 345/1 et seq.);
- B. The WATER WELL or CLOSED LOOP WELL OWNER.

7.5.2 Inspection Prior to Construction Permit Issuance

The HEALTH OFFICER may investigate conditions on the proposed site prior to the issuance of a CONSTRUCTION PERMIT.

7.5.3 Decision on Construction Permit Application

Within 15 days of the receipt of all required information the HEALTH OFFICER shall issue or deny the CONSTRUCTION PERMIT in accord with the provisions of Paragraph 920.130(e) of the *Illinois Water Well Construction Code* (77 Ill. Adm. Code 920.130(e)). In the event the CONSTRUCTION PERMIT is denied the reasons for such denial shall be provided in writing to the applicant.

7.5.4 Limits of Authority Granted by Construction Permit

- A. A CONSTRUCTION PERMIT, when issued, shall authorize only the specific work described in the CONSTRUCTION PERMIT application. The CONSTRUCTION PERMIT shall not:
 - 1. Authorize any other work;
 - 2. Authorize work at any other location;
 - 3. Authorize construction to be performed by any PERSON other than as identified in the application;
 - 4. Authorize construction to be performed in any manner other than as described in the CONSTRUCTION PERMIT application; or
 - 5. Authorize use of the WATER WELL to serve any use or any property building or facility other than as specified in the CONSTRUCTION PERMIT application.
- B. The OWNER shall amend the CONSTRUCTION PERMIT application and obtain the approval of the HEALTH OFFICER prior to deviating from any aspect of the application on which the CONSTRUCTION PERMIT was issued.

7.5.5 Term

CONSTRUCTION PERMITS shall be valid for a period of twelve months from the date of issuance. The CONSTRUCTION PERMIT shall expire and have no further force or effect if:

- A. The work described on CONSTRUCTION PERMIT shall not have been commenced within twelve months from the date of issuance, unless extended as provided in Subsection 7.5.6. In such case, the CONSTRUCTION PERMIT shall be canceled by the HEALTH OFFICER. Written notice of cancellation shall be given to the OWNER together with notice that work described on the canceled

CONSTRUCTION PERMIT shall not proceed until a new CONSTRUCTION PERMIT is issued; or

- B. A Certificate of Approval has been issued by the HEALTH OFFICER.

7.5.6 Extension

CONSTRUCTION PERMITS may be extended for such additional period as is set forth in the application for the CONSTRUCTION PERMIT or in an application for an extension of the CONSTRUCTION PERMIT as the time necessary complete the construction. Such extension may be granted only upon a determination by the HEALTH OFFICER that the need for additional time is occasioned by the scope of the proposed construction, unique features of the site or design, work stoppages not under the control of the OWNER or other practical necessity and not for lack of due diligence by the OWNER. Such extension shall be granted for the minimum amount of time needed to complete the project, but in no case shall such extension be granted for a period exceeding 180 days.

7.5.7 Revocation or Suspension

If it is determined by the HEALTH OFFICER that work is proceeding in a manner other than described in the CONSTRUCTION PERMIT application or that any material fact in the CONSTRUCTION PERMIT application was misrepresented or inaccurately stated the HEALTH OFFICER may, in writing, suspend or revoke the CONSTRUCTION PERMIT.

7.6 INSPECTIONS

7.6.1 Inspection Prior to Operation

No WATER WELL or CLOSED LOOP WELL shall be placed into operation until the installation of the WATER WELL or CLOSED LOOP WELL and its components has been approved in writing by the HEALTH OFFICER.

7.6.2 Notice Prior to Commencing Work

The HEALTH DEPARTMENT shall be notified at least 48 hours prior to commencing the construction or deepening of a WATER WELL or CLOSED LOOP WELL for which a CONSTRUCTION PERMIT has been issued.

7.6.3 Exposing Work

To the degree practical and permitted by the HEALTH OFFICER the completed installation shall remain uncovered and accessible for inspection purposes until approval by the HEALTH OFFICER.

7.7 FINAL APPROVAL

7.7.1 Disinfection

All components of a new WATER WELL construction and/or modification shall be thoroughly disinfected with a strong chlorine solution which will yield a dosage of at least 100 parts per million to the water in the well.

7.7.2 Water Sample

After purging the system of any chlorine residual, a water sample shall be taken and satisfactory bacteriological results, as confirmed by a CERTIFIED LABORATORY, shall be obtained prior to utilizing the WATER WELL for drinking and culinary purposes.

7.7.3 Failure to Comply

Upon inspection by the HEALTH OFFICER, if it is found that any provisions of this Ordinance or any CONSTRUCTION PERMIT specifications for a stated property have not been met, the HEALTH OFFICER shall notify the WATER WELL or CLOSED LOOP WELL contractor or OWNER, to make specified changes in the work to insure compliance with the provisions of this Ordinance and the CONSTRUCTION PERMIT. If such changes are not made within the time specified by the HEALTH OFFICER, said CONSTRUCTION PERMIT may be suspended or revoked, and it shall be unlawful to place the WATER WELL or CLOSED LOOP WELL into operation.

7.7.4 Certificate of Approval

When the HEALTH OFFICER has determined that all work described in the CONSTRUCTION PERMIT is complete, has been conducted in compliance with the regulations and standards of this Ordinance, and, if an existing well is abandoned in conjunction with construction of a new well that the work also meets the requirements of Section 7.8, the HEALTH OFFICER shall issue a Certificate of Approval.

7.7.5 Issuance of Certificate of Approval

The HEALTH OFFICER shall retain the original Certificate of Approval and provide one copy to the OWNER, duly signed.

7.7.6 Construction Permit Invalidated

The issuance of a Certificate of Approval shall invalidate the CONSTRUCTION PERMIT issued for work conducted on the WATER WELL or CLOSED LOOP WELL involved.

7.8 ABANDONED WELLS

7.8.1 Compliance with *Water Well Construction Code*

Wells that are abandoned shall be sealed in a manner prescribed by Section 920.120 of the *Water Well Construction Code* (77 Ill. Adm. Code 920).

7.8.2 Notice Required Prior to Sealing

The HEALTH DEPARTMENT shall be notified at least 48 hours prior to sealing of an ABANDONED WELL at which time a date for inspection will be arranged.

7.8.3 Inspection of Abandoned Wells

The HEALTH OFFICER shall inspect ABANDONED WELLS which have been sealed to determine compliance with this Ordinance.

CHAPTER 8. ADMINISTRATION

8.1 BOARD OF HEALTH

8.1.1 Administration by Board of Health

Administration and enforcement of this Ordinance shall be vested in the CHAMPAIGN COUNTY BOARD OF HEALTH created by Resolution No. 3812, *Resolution Establishing County Health Department*.

8.1.2 Appointment

The BOARD OF HEALTH shall be comprised of eight persons meeting the requirements of Section 5/5-25012 of the Illinois *Counties Code* (55 ILCS 5/5-25012), and one member of the Champaign County Board. The members shall be appointed by the Chair of the COUNTY BOARD with the approval of the COUNTY BOARD.

8.1.3 Term

Board Members shall serve a term of three years except as provided in Section 5/55-25012 of the Illinois *Counties Code* 55 ILCS 5/5-25012. Members appointed to fill vacancies on the Board shall be appointed to a full term.

8.1.4 Removal for Cause

The Chair of the COUNTY BOARD may remove any member of the BOARD for cause, with the consent of the COUNTY BOARD. Such removal shall not become effective for at least ten days after written notice of the proposed removal is provided to the member specifying the charges made against him or her. Within such ten day period the member proposed to be removed may request, in writing, a hearing to answer any charges brought against him or her. In such case, a hearing shall be scheduled no more than thirty days

from the date that such request is received in the office of the COUNTY BOARD. If a hearing is requested the removal of such member shall not become effective until after the next regular COUNTY BOARD meeting following the conclusion of such hearing.

8.1.5 Compensation

Members of the BOARD OF HEALTH shall serve without compensation except for reimbursement of actual necessary expenses incurred in performance of their duties. Such reimbursable expenses shall include reimbursement of travel expenses at a rate not to exceed that established for other Champaign County officials.

8.2 POWERS OF THE BOARD OF HEALTH

8.2.1 Powers Conferred

The Board, shall have the powers explicitly conferred or implied by Division 5-25 of the Illinois *Counties Code* (55 ILCS 5/5-25001 *et seq.*) and is hereby delegated, to the extent required and permitted by law and consistent with the provisions of this Ordinance, such powers of the COUNTY BOARD necessary to effectively administer and enforce this Ordinance. The Board shall also have the power to:

- A. Seek and accept delegation of powers and duties of the Illinois Department of Public Health and enter into a delegation agreement with the Department pursuant to Section 2310 of the *Civil Administrative Code of Illinois* (20 ILCS 2310/2310-1 *et seq.*);
- B. Apply for, obtain and renew status as a Certified Local Health Department for the HEALTH DEPARTMENT pursuant to Section 600.210 of the *Certified Local Health Department Code* (77 Ill. Adm. Code 600.210); and
- C. Apply for, receive and enter into a grant agreement with the Illinois Department of Public Health as provided in the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615).

8.2.2 Delegation of Powers of the Board

The Board may, to the extent permitted by law, delegate any of its powers to an appointed employee or contractor except as provided in Subsection 8.2.3.

8.2.3 Powers Reserved to the Board

Certain powers shall be reserved to the Board and shall not be delegated to any appointed employee or contractor including the power to:

- A. Appoint the HEALTH OFFICER;
- B. Submit the annual budget of the HEALTH DEPARTMENT to the COUNTY BOARD or seek any amendments thereto;
- C. Submit the annual report to the COUNTY BOARD;
- D. Establish and carry out any programs or services with an annual cost in excess of \$1,000 except for response to emergencies;

- E. Adopt any plans or goals specified by statute or rule;
- F. Seek and accept delegation of powers and duties of the Illinois Department of Public Health or enter into a delegation agreement with the Department;
- G. Apply for, obtain or renew status as a Certified Local Health Department for the HEALTH DEPARTMENT;
- H. Apply for, receive and enter into a grant agreement with the Illinois Department of Public Health;
- I. Exercise any powers to lease or acquire real property or to incur debt in any form provided in Section 5/5-25016 of Division 25 of the Illinois *Counties Code* (55 ILCS 5/5-25016);
- J. Establish fees for permits, licenses, programs or services as provided by Section 2310 of the *Civil Administrative Code of Illinois* (20 ILCS 2310/2310-1 *et seq.*) and Section 25013 of Division 25 of the Illinois *Counties Code* (55 ILCS 5/5-25013);
- K. Hear and decide Appeals where it is alleged there is an error in any order, requirements, decision, or determination made by the HEALTH OFFICER in the administration and enforcement of this Ordinance as provided in Section 10.1;
- L. Adopt rules necessary to the conduct of the Board and of any administrative proceedings provided for in this Ordinance;
- M. Employ the HEALTH OFFICER and such other professional and non-professional employees as it deems necessary;
- N. Establish policies to govern the recruitment, employment, compensation; supervision and discipline of any employees; and
- O. Exercise any powers expressly granted to the Board elsewhere in this Ordinance.

8.2.4 Revenues and Expenditures

In the performance of its duties, the BOARD may receive funds and incur expenses as authorized by law and provided for in its budget

8.3 DUTIES OF THE BOARD OF HEALTH

8.3.1 Duties Established

The Board, shall take or cause to be taken call lawful actions necessary to effectively administer and enforce this Ordinance including all duties created or implied by Division 5-25 of the Illinois *Counties Code* (55 ILCS 5/5-25001 *et seq.*). The Board shall also have the duty to:

- A. Enforce all rules and regulations adopted by the Illinois Department of Public Health for preservation and improvement of the public health within its jurisdiction as provided in Section 2 of the *Department of Public Health Act* (20 ILCS 2305/2);
- B. Apply for, obtain, maintain and renew status as a Certified Local Health Department for the HEALTH DEPARTMENT pursuant to Section 600.210 of the *Certified Local Health Department Code* (77 Ill. Adm. Code 600.210);

- C. Apply for, receive and enter into a grant agreement with the Illinois Department of Public Health as provided in the *Local Health Protection Grant Rules* (77 Ill. Adm. Code 615);
- D. Prepare and submit to the Illinois Department of Public Health all assessments, plans, goals, or evaluations required of it by any statute or rule administered by the Department; and
- E. Submit, in a timely manner, its annual budget and annual report to the COUNTY BOARD.

8.3.2 Budget and Fiscal Year

- A. The fiscal year of the BOARD OF HEALTH and the HEALTH DEPARTMENT shall be the same as that of the COUNTY, January 1 through the following December 30.
- B. The BOARD OF HEALTH shall submit its proposed budget to the COUNTY BOARD no later than July 31 preceding the fiscal year for which the budget is proposed.

8.3.3 Annual Report

- A. The BOARD OF HEALTH shall prepare an annual report for each fiscal year. The annual report shall be submitted to the COUNTY BOARD at a regular time each year falling no later than July 31.
- B. At a minimum the annual report shall contain the following information regarding the preceding twelve months;
 - 1. Description of all activities, programs and services conducted;
 - 2. Where applicable, a statistical summary of such activities, programs and services including comparisons with previous years;
 - 3. A copy of any reports submitted to the Illinois Department of Public Health;
 - 4. A copy of any assessments, plans, goals, or evaluations adopted or amended together with any response received in such regard from the Illinois Department of Public Health;
 - 5. A copy of any delegation agreement entered into, amended or renewed;
 - 6. A copy of any grant agreement entered into, amended or renewed;
 - 7. A description of each Appeal heard and decided by the BOARD OF HEALTH;
 - 8. A description of each Variance granted by the HEALTH OFFICER;
 - 9. A copy of any contract for services or subcontract thereto, entered into;
 - 10. A statement of all expenditures made, revenues received and services rendered pursuant to any contract for service;
 - 11. A description of any debt instrument entered into or purchase of any real estate made; and
 - 12. Any other information specifically requested by the COUNTY BOARD.

8.4 HEALTH OFFICER

8.4.1 Executive Officer of the Champaign County Health Department

The operations of the HEALTH DEPARTMENT shall be overseen by the HEALTH OFFICER appointed by the BOARD OF HEALTH who shall be executive officer of the HEALTH DEPARTMENT.

8.4.2 Minimum Qualifications

The HEALTH OFFICER shall be a Medical HEALTH OFFICER or Public Health Administrator and shall possess the minimum qualifications established by Subpart C of the *Certified Local Health Department Code* (77 Ill. Adm. Code 600).

8.4.3 Appointment

The HEALTH OFFICER shall be appointed by the BOARD OF HEALTH and may be employed directly or by contract. If employed directly the recruitment, employment, compensation, supervision and discipline of the HEALTH OFFICER shall be in accord with written policies established by the BOARD OF HEALTH. If employed by contract with another agency or unit of government recruitment, employment, compensation, supervision and discipline of the HEALTH OFFICER shall be in accord with the personnel policies of such agency or unit of government.

8.5 POWERS AND DUTIES OF THE HEALTH OFFICER

8.5.1 Powers of the HEALTH OFFICER

The Board shall employ a HEALTH OFFICER, directly or by contract, to whom shall be delegated, except as provided in Subsection 8.2.3, powers and duties of the Board to administer and enforce this Ordinance, including the following:

- A. Render interpretations of this Ordinance;
- B. Receive and issue, deny, revoke, reinstate or extend any permit required by this Ordinance;
- C. Conduct any investigations provided for by this Ordinance;
- D. Embargo or detain any ADULTERATED or MISBRANDED food and seek an order of the Circuit Court to condemn such food;
- E. Issue or deny any certificate required by this Ordinance;
- F. Inspect any facility or installation as required to determine compliance with the terms of this Ordinance;
- G. Order that work be uncovered or otherwise provide for uncovering work as required to undertake inspections required by this Ordinance;
- H. Designate a place or places for receipt of applications for required permits, Appeals, and petitions for variances;
- I. Receive and investigate complaints alleging violations of this Ordinance;
- J. Conduct such inspections or investigations as are necessary to determine whether any complaint or allegation substantiates a finding of a violation;

- K. Seek search warrants or orders of the Circuit Court if necessary in order to conduct such inspections or investigations;
- L. Issue notices of violation and any orders to any and all PERSONS as provided for in this Ordinance;
- M. Request that the State's Attorney's Office file a quasi-criminal or other complaint or take other action to enforce this Ordinance;
- N. Request the assistance of any other County Official in the enforcement of this Ordinance;
- O. Refer complaints to and otherwise cooperate with other local, state or federal agencies potentially having jurisdiction with respect to any complaint or allegation of violation;
- P. Propose amendments to this Ordinance as may be required from time to time;
- Q. Provide comments and make recommendations with respect to proposed SUBDIVISIONS; and
- R. Delegate any or all of his or her power or duties to designated subordinates.

8.5.2 Duties of the Health Officer

The HEALTH OFFICER shall take or cause to be taken all lawful actions which in his or her judgment are necessary to effectively administer and enforce this Ordinance and shall have the following duties:

- A. Render interpretations of this Ordinance when so requested;
- B. Receive and investigate complaints, alleging violation of this Ordinance;
- C. Issue notices of violation or such orders as may be necessary to enforce the provisions of this Ordinance;
- D. Maintain permanent records of the adoption, amendment, administration and enforcement of this Ordinance in accordance with the Illinois *Local Records Act* (50 ILCS 205/1 *et seq.*);
- E. Release any records created under this Ordinance to the public in accord with the Illinois *Freedom of Information Act* (5 ILCS 140/1 *et seq.*) and the policies and procedures established by the BOARD OF HEALTH;
- F. Ensure the confidentiality of any record or information in the possession of the HEALTH DEPARTMENT pursuant to the provisions of Subparagraph 615.300(c)(16) of the Local Health Protection Grant Rules (77 Ill. Adm. Code 615.300(c)(16)) to the extent permitted by the *Illinois Freedom of Information Act* (5 ILCS 140/1 *et seq.*);
- G. Assist the BOARD OF HEALTH and the COUNTY BOARD in any and all proceedings regarding the adoption, amendment, administration or enforcement of this Ordinance;
- H. Assist the State's Attorney, Sheriff, or other County officials in investigations, prosecutions or other actions taken to enforce this Ordinance;
- I. Make such periodic reports to the Illinois Department of Public Health as are required by any statute or rule;
- J. Make such reports to the BOARD OF HEALTH with respect to administration and enforcement of this Ordinance as the Board may request;

- K. Provide information and consultation to the public on matters relating to the purposes or specific provision of this Ordinance;
- L. Provide comments and make recommendations with respect to proposed SUBDIVISIONS when so requested by the authority having jurisdiction over the SUBDIVISION approval; and
- M. Any such other duties prescribed by statute or rule or by the BOARD OF HEALTH.

CHAPTER 9. ENFORCEMENT

9.1 INSPECTION AND INVESTIGATION

9.1.1 Right of Inspection

The HEALTH OFFICER, after providing identification and giving notice of his or her purpose may enter at reasonable times any private or public property or vehicle for the purpose of investigating conditions relating to the administration and enforcement of this Ordinance. The OWNER or occupant of said property or vehicle, or the PERSON IN CHARGE thereof, shall give the HEALTH OFFICER free access to all parts of the said property or vehicle at all reasonable times for the purpose of investigating conditions relating to the administration and enforcement of this Ordinance. Upon refusal by the OWNER or PERSON IN CHARGE to grant such access, the HEALTH OFFICER may seek an order from the Circuit Court of Champaign County allowing access.

9.1.2 Provision of Documents, Records, and Information

When provided by this Ordinance the HEALTH OFFICER may direct that the OWNER, occupant, or the PERSON IN CHARGE of any premises, establishment or vehicle, provide any documents, records or other information necessary for determining compliance with this Ordinance. Upon refusal by the OWNER, occupant or PERSON IN CHARGE to provide such documents, records or information the HEALTH OFFICER may seek an order from the Circuit Court of Champaign County compelling the surrender of such documents, records or information.

9.1.3 Revealing Work

When provided by this Ordinance the HEALTH OFFICER may direct that the OWNER, occupant, or the PERSON IN CHARGE of any premises or establishment to uncover or reveal any work to permit inspection necessary for determining compliance with this Ordinance as provided in Subsections 6.7.4 and 7.6.3. Upon refusal by said OWNER, occupant or PERSON IN CHARGE to reveal any work the HEALTH OFFICER may undertake to uncover such work at the OWNER'S expense or may seek an order from the Circuit Court of Champaign County compelling the OWNER to reveal such work.

9.1.4 Record

The HEALTH OFFICER shall make a record of the conditions found by all inspections that substantiate a violation including identification of any violations of this Ordinance and subsequent actions taken with respect to the violation.

9.1.5 Reinspection

The HEALTH OFFICER may conduct additional inspections as deemed necessary to verify the continued existence or abatement of a violation.

9.2 NOTICE

9.2.1 Issuance of Notice

Whenever the HEALTH OFFICER determines that a violation of any provision of this Ordinance has occurred, the HEALTH OFFICER shall give notice to the PERSON responsible for such violation. Unless stated elsewhere in the Ordinance, the notice shall be in writing and shall:

- A. Include a statement of the reasons for issuance of the notice;
- B. Allow reasonable time for performance of any act the HEALTH DEPARTMENT requires;
- C. Be served upon the PERSON responsible for the violation(s), by certified mail (return receipt requested) to his or her last known address as furnished to the HEALTH DEPARTMENT, personal service or by posting on the premises where the violation is located;
- D. Include an order stating the remedial action which is required to effect compliance with this Ordinance;
- E. State that an opportunity for Appeal from any notice or inspection findings will be provided if a written request is filed within the time period set by Subsection 10.1.3.

9.2.2 Additional Notice

The HEALTH OFFICER may serve additional notices subsequent to the original notice or serve notice to other PERSONS or rescind notices served on any or all PERSONS. The issuance of any subsequent or additional notice shall not diminish the effect or validity of any prior notice unless specifically stated in such subsequent or additional notice.

9.3 COMPLAINTS

9.3.1 Response to Complaints

Any PERSON may file a complaint with the HEALTH OFFICER alleging violations of this Ordinance, orally, in writing or by other means. The HEALTH OFFICER shall investigate all complaints within ten working days except that complaints regarding foodborne illnesses shall be investigated within twenty-four hours, provided however,

that anonymous complaints made about subjects other than foodborne illnesses need not be investigated until the next scheduled inspection.

9.3.2 Complainant Confidentiality

Complainants shall not be required to reveal their identity, place or residence or employment or any other personal or identifying information. No member of the BOARD OF HEALTH, employee or contractor of the HEALTH DEPARTMENT or any employee or official of Champaign County shall reveal the identity of a complainant, without his or her consent, to PERSONS not directly involved in administering or enforcing this Ordinance except as required by law.

9.3.3 Logging Complaints

All complaints received by the HEALTH OFFICER shall be logged with respect to the date received, location of the premises complained of and the nature of the alleged violation.

9.4 AGREEMENTS TO CORRECT VIOLATIONS

The HEALTH OFFICER may enter into an agreement with the OWNER, PERSON IN CHARGE or other responsible PERSON or PERSONS providing for correction of a violation over a specified period of time provided that any agreement extending for a period exceeding thirty days shall be executed in writing. No agreement shall extend for a period exceeding 180 days.

9.5 REFERRAL FOR PROSECUTION

9.5.1 Referral to State's Attorney

If any violation is not corrected in the time specified in any notice or agreement the HEALTH OFFICER may refer the violation to the Champaign County State's Attorney and request that the State's Attorney file a quasi-criminal or other complaint, or request an injunction or take other action to enforce this Ordinance.

9.5.2 Referral to Other Authority

The HEALTH OFFICER shall refer for enforcement to the Illinois Department of Public Health or other relevant state or federal agency having jurisdiction any apparent violation of any statute, or rule adopted pursuant to a statute, listed in Subsection 1.2.2 of which he or she may become aware in the normal course of his or her duties, to the extent such determination s within his or her competence, and may file a formal complaint with such agency.

CHAPTER 10. APPEALS AND VARIANCES

10.1 APPEALS

10.1.1 Standing to Appeal

Except as provided in Section 6.4, any PERSON affected by a decision, notice or order issued by the HEALTH OFFICER in connection with the administration or enforcement of this Ordinance, may file a written request for a hearing before the BOARD OF HEALTH appealing such decision, order or notice.

10.1.2 Form of Appeal

Appeals shall be filed in writing on forms prepared or approved by the HEALTH OFFICER, in the office of the HEALTH DEPARTMENT together with the fee specified by the BOARD OF HEALTH.

10.1.3 Time Limits for Filing

The BOARD OF HEALTH shall not hear appeals filed more than thirty days from the date of the action or receipt of the decision of the HEALTH OFFICER.

10.1.4 Powers of the Board of Health

The BOARD OF HEALTH may, upon application and after providing notice to the affected parties and conducting a hearing and so long as such action is in conformity with the terms of this Ordinance, reverse or affirm, wholly or partly, or may modify the decision, order or notice appealed from.

10.1.5 Duty of the Health Officer

The HEALTH OFFICER shall transmit to the BOARD OF HEALTH all the papers and other materials constituting the record upon which the action appealed from was taken.

10.1.6 Stay of Enforcement

An appeal, if filed, shall stay all proceedings to enforce the action appealed unless the HEALTH OFFICER certifies to the BOARD OF HEALTH after the appeal has been filed that by reason of facts stated in the certificate a stay could cause imminent hazard to the public health or safety in which case the proceedings shall not be stayed except by an order of the BOARD OF HEALTH.

10.1.7 Hearing

- A. The BOARD OF HEALTH shall hold a hearing within thirty days from the date on which the written request for such hearing was filed. The appellant shall be notified of the time and place of the hearing not less than five days prior to the date on which the hearing is to be held.

- B. The appellant may appear in person, or be represented by agent or counsel and may give evidence orally or in writing and may question any other party.
- C. The HEALTH OFFICER may appear or be represented by agent or counsel and may give evidence orally or in writing and may question any other party.

10.1.8 Decision

- A. The BOARD OF HEALTH shall find in favor of the ~~appellant~~ petitioner only upon making specific findings that the evidence set forth in the appeal or otherwise entered into the record supports the determination that:
 - 1. Strict compliance with the order, notice or decision of the HEALTH OFFICER, would cause undue hardship on the appellant;
 - 2. That the public health would be adequately protected; and
 - 3. Substantial justice would be done to all parties by varying or withdrawing the order, notice or decision of the HEALTH OFFICER.
- B. All documents, testimony and exhibits, submitted with the ~~petition~~ appeal, adduced in the hearing or produced by any party thereafter shall constitute the record on which the decision on an appeal shall be based.
- C. The findings of the BOARD OF HEALTH shall be supported by reference to specific evidence entered into the record of the case and shall be set forth in writing.
- D. The findings and final determination of the BOARD OF HEALTH shall be tendered to the ~~petitioner~~ appellant in writing within ten days after the hearing is concluded.
- E. The HEALTH OFFICER shall retain and keep on file the complete record of any Appeal decision.
- F. The HEALTH OFFICER shall provide copies of the findings and final determination of all appeal decisions to the Illinois Department of Public Health.

10.2 VARIANCES

10.2.1 Permitted Variances

Any PERSON who owns a facility, establishment or installation or conducts a business or operation governed by the provisions of this Ordinance may request a variance from the strict application of any provision contained herein except for the provisions of Chapter 5, the provisions of Section 6.3, or where prohibited by statute or rule or where the authority for granting such variance is reserved to the Illinois Department of Public Health or other agency by a State statute, rule or by an Ordinance of a local government.

10.2.2 Petition Required

A variance may be requested by filing a petition with the HEALTH DEPARTMENT on forms prepared by the HEALTH OFFICER. Such petition shall contain, at a minimum, the following:

- A. The name, address and telephone number of the petitioner;

- B. A description of the premises, facility, installation, business or operation from which the variance is sought including, if relevant:
 - 1. The address of the affected premises;
 - 2. A legal description of the site;
 - 3. A site plan or building plan showing the existing or proposed facility, establishment, or installation including any information required by Paragraph 905.20(1) of the *Private Sewage Disposal Code* (77 Ill. Adm. Code 905.20(1)) or Subparagraph 920.30(c)(1) of the *Water Well Construction Code* (77 Ill. Adm. Code 920.30(c)(1));
- C. A description of the variance requested including a citation of the specific provision or provisions of this Ordinance or any incorporated statute, rule or standard to be varied;
- D. An explanation of how specified conditions, circumstances or operations would be made impractical or impossible by strict application of the provisions that are sought to be varied;
- E. An explanation, together with any technical information or other evidence, of how the alternative location, design, means of construction, operation or other aspect of the proposal will ensure that no health hazard or nuisance will result;
- F. Affirmation by the petitioner that all representations made in the petition are, to his or her knowledge, true or correct; and
- G. The fee specified by the BOARD OF HEALTH.

10.2.3 Criteria for Granting a Variance

No variance shall be granted by the HEALTH OFFICER unless the HEALTH OFFICER shall find that:

- A. The proposed facility, installation, business or operation would be made impractical or impossible by strict application of the provisions that are sought to be varied;
- B. The alternative location, design, means of construction, operation or other aspect of the proposal, will ensure that no health hazard or nuisance will result;
- C. For variances from the provisions of Chapter 6, any additional criteria contained in Paragraph (l) of Section 20 of the *Private Sewage Disposal Code* (77 Ill. Adm. Code 905.20(l)) are met;
- D. For variances from the provisions of Chapter 7, any additional criteria contained in Subparagraphs (c)(3) and (c)(4) of Section 30 of the *Illinois Water Well Construction Code* (77 Ill. Adm. Code 920.30(c)(3) and (c)(4)) or Paragraph (b) of Section 30 of the *Illinois Water Well Pump Installation Code* (77 Ill. Admin. Code, Part 925(30)(b)) are met; and
- E. Any other relevant criteria applicable to the grant of variances of any incorporated statute, rule or standard are met

10.2.4 Decision

- A. Upon receipt of an application the HEALTH OFFICER may request additional information from the petitioner, inspect the affected premises, equipment or

- installation, or undertake other investigations to determine whether the requested variance meets the criteria specified in Section 10.2.3. The application shall be deemed complete only when any additional information requested from the petition is submitted to the satisfaction of the HEALTH OFFICER.
- B. Within thirty days of the receipt of a complete petition for a variance the HEALTH OFFICER shall render a decision as to whether to grant or deny the variance requested, grant a lesser variance or grant the requested variance subject to conditions.
 - C. The HEALTH OFFICER shall find in favor of the petition only upon finding that the evidence set forth in the petition or otherwise entered into the record supports the determination that the criteria contained in Subsection 10.2.3 have been met
 - D. All documents, testimony and exhibits, submitted with the petition or produced by any party thereafter shall constitute the record on which the decision on a variance shall be based.
 - E. The findings of the HEALTH OFFICER shall be supported by reference to specific evidence entered into the record of the case and shall be set forth in writing.
 - F. The findings and final determination of the HEALTH OFFICER shall be tendered to the petitioner in writing within the time specified in Paragraph B.
 - G. The HEALTH OFFICER shall retain and keep on file the complete record of any variance decision.
 - H. The HEALTH OFFICER shall provide copies of the findings and final determination of all variance decisions to the Illinois Department of Public Health.

CHAPTER 11. VIOLATIONS AND PENALTIES

11.1 VIOLATIONS

11.1.1 Proscribed Action and Failure to Take Action

Any PERSON who acts in a manner proscribed by any provision of this Ordinance or who fails to take any action mandated by this Ordinance shall be guilty of a violation of this Ordinance and, upon conviction, shall be subject to the penalties set forth herein.

11.1.2 Each Day a Separate Offense

Each day a condition constituting a violation exists or is allowed to exist after the notice of the violation has been served on the PERSON responsible shall be deemed a separate offense subject to penalties under this Ordinance.

11.2 PENALTIES

Any PERSON who violates any provision of this Ordinance shall be subject to a fine of no less than \$100 and no more than \$500 for each offense except as provided below:

- A. Violations which constitute a violation of Section 8 of the Illinois *Sanitary Food Preparation Act* (410 ILCS 650/8) shall be a Petty Offense and shall be subject to a fine of no more than \$25; and
- B. Violations which would also violate Section 13 of the Illinois *Sanitary Food Preparation Act* (410 ILCS 650/13) shall constitute a Class B Misdemeanor.

11.3 INJUNCTIONS

The State's Attorney of Champaign County may bring action for an injunction to restrain any violation of this Ordinance or to enjoin, the operations of any such establishment causing such violation.

11.4 REMEDIES CUMULATIVE

Nothing in this Ordinance shall be construed so as to limit or detract from ~~the provisions of 740 ILCS 5.0-01 et seq., Civil Liabilities,~~ other remedies permissible by law, regulation or ordinance, nor be construed so as to legalize conditions which are violations of any other law, County Ordinance, or municipal ordinance or which are nuisances at common law or to preclude any remedies available at common law or in equity.

CHAPTER 12. FEES

12.1 SCHEDULE OF FEES

12.1.1 Established by Board of Health

The BOARD OF HEALTH shall establish a schedule of fees for the services provided and for actions required to administer and enforce this ordinance.

12.1.2 Fees Required

The BOARD OF HEALTH may establish a fee for any service provided or action required to administer and enforce this Ordinance. At a minimum the Board shall establish fees for the following:

- A. OPERATING PERMITS required by Section 5.4;
- B. CONSTRUCTION PERMITS required by Section 6.4;
- C. Appeals as provided by Section 10.1;
- D. Petitions for Variances as provided by Section 10.2.

12.1.3 Review of Fee Schedule

The BOARD OF HEALTH shall annually, prior to preparation of its annual report, review the fee schedule to determine its sufficiency and its efficacy in promoting the purposes of this ordinance with respect to the criteria established in Subsection 12.2.1.

12.2 AMOUNT OF FEES

12.2.1 Recovery of Costs

Except where specified by Statute, the BOARD OF HEALTH shall set fee amounts that recover, on average and in the aggregate, as much as possible of the full cost, including fully apportioned indirect expenses, incurred in providing a specific service or of administering and enforcing specific provisions of this ordinance, without the fees being, in the judgment of the BOARD OF HEALTH, unduly burdensome or so high that they would discourage compliance or conflict with the purposes of this ordinance.

12.2.2 Fees for Construction Permits for Water Wells

Fees for CONSTRUCTION PERMITS for WATER WELLS required by Section 7.3 shall be \$100 as specified by Section 6 of the *Illinois Water Well Construction Code* (415 ILCS 30/6).

12.3 REFUNDING FEES

12.3.1 Permits

Fees for OPERATING or other CONSTRUCTION PERMITS shall be refunded if the permit is denied.

12.3.2 Services

Fees for other services may be refunded as provided by rule established by the BOARD OF HEALTH.

12.3.3 Appeals and Variances

Filing fees for appeals may be refunded upon the withdrawal of the Appeal prior to the start of any hearing on the matter. Filing fees for Variance petitions may be refunded upon the withdrawal of the petition prior to the rendering of a decision on the matter. Filing fees for appeals or petitions for variances shall not be refunded after a hearing has begun or a decision on the matter has been rendered.

12.4 FEE EXEMPTIONS

12.4.1 Fee Waivers for Operating Permits

Fees for OPERATING PERMITS shall be waived for organizations that are exempt from paying sales taxes pursuant to the *Retailers' Occupation Tax Act* (35 ILCS 120/1 *et seq.*). A certificate issued in accordance with the Act verifying the exemption, presented at the time of the application, shall establish eligibility.

12.4.2 Fee Waivers for Temporary Operating Permits

Temporary OPERATING PERMITS shall be issued at no charge to: (a) school or school-related organizations operating a fund-raising food service for the benefit of student programs, (b) youth organizations operating a fund-raising food service for their programs, and (c) a fund-raising food service for the purpose of paying otherwise unpaid medical expenses.

12.4.3 Fee Waivers for Certain Non-profit Organizations

The BOARD OF HEALTH may waive the health permit fee on an individual basis during the annual application for waiver for non-profit organizations engaging in food service for a public service purpose. The non-profit organization requesting the waiver shall provide information the BOARD OF HEALTH requests in order to make an individualized determination.

CHAPTER 13. AMENDMENTS, SEVERABILITY AND NON-INTERFERENCE

13.1 AUTHORITY TO INITIATE AMENDMENTS

The BOARD OF HEALTH, HEALTH OFFICER or COUNTY BOARD may propose amendments to this Ordinance. Any amendment proposed by the HEALTH OFFICER or COUNTY BOARD shall be referred to the BOARD OF HEALTH for comment before any further action is taken on the proposal.

13.2 EFFECTIVE DATE OF AMENDMENTS – ILLINOIS PUBLIC HEALTH DEPARTMENT REVIEW

No Amendment to this Ordinance shall become effective until it has been submitted to and approved by the Illinois Department of Public Health.

13.3 SEVERABILITY

Should any part of this Ordinance be declared invalid by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Ordinance.

13.4 NON-INTERFERENCE

It is not intended by this Ordinance to interfere with, or abrogate or annul any contracts, easements, restrictions, covenants or agreements between parties, not to interfere with or abrogate or annul any Ordinances of any municipality or other unit of government. Rules, regulations, or PERMITS previously adopted or issued, and not in conflict with any provisions of this Ordinance, or which shall be adopted or issued shall remain in effect except that where this Ordinance imposes a greater restriction the provisions of this Ordinance shall control.

That the County Clerk shall cause notice to be published, in a newspaper of general circulation within the County, that this Ordinance has been adopted including the effective date and a summary of its contents and giving notice that a copy of the Ordinance together with the regulations incorporated by reference is on file and available for inspection at the office of the County Clerk.

PRESENTED, ADOPTED, APPROVED and RECORDED this _____ day of _____, 2015.

ATTEST:

Patti Petrie, Chair
Champaign County Board

Gordy Hulten, 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

ADMINISTRATIVE SERVICES – MONTHLY HR REPORT OCTOBER 2015

VACANT POSITIONS LISTING

FUND	DEPT	POSITION TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2015 HRS	FY 2015 SALARY
80	22	Tax Extension Specialist	\$15.19	1950	\$29,620.50	1957.5	\$29,734.43
80	30	Legal Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	36	Asst. Public Defender	\$24.81	1950	\$48,379.50	1957.5	\$48,565.58
80	40	Clerk	\$12.04	1950	\$23,478.00	1957.5	\$23,568.30
80	41	PT Legal Secretary	\$14.17	780	\$11,052.60	783	\$11,095.11
80	71	Custodian	\$11.66	1950	\$22,737.00	1957.5	\$22,824.45
80	71	Senior Maintenance Wkr	\$15.19	2080	\$31,595.20	2088	\$31,716.72
80	140	Correctional Officer	\$19.23	2080	\$39,998.40	2088	\$40,152.24
80	140	Correctional Officer	\$19.23	2080	\$39,998.40	2088	\$40,152.24
80	140	Court Security Officer	\$17.97	2080	\$37,377.60	2088	\$37,521.36
83	60	Senior Engineer	\$24.82	2080	\$51,625.60	2088	\$51,824.16
-- TOTAL --						\$359,340.80	\$360,722.88

UNEMPLOYMENT REPORT

Notice of Claims received – 7 total

Nursing Home – 3

Public Defender – 1

Coroner – 1

Circuit Clerk – 1

Head Start – 1

Benefit Determinations - 4

Public Defender – denied – 1

Nursing Home – allowed – 2

Nursing Home – denied – 1

Employer Protests Filed – 1 total

Head Start - 1

PAYROLL REPORT

OCTOBER PAYROLL INFORMATION

<u>Pay Group</u>	10/2/2015		10/16/2015	
	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>
General Corp	504	\$953,811.70	506	\$920,730.44
Nursing Home	200	\$217,815.74	193	\$215,725.05
RPC/Head Start	207	\$257,696.99	213	\$260,264.83
Total	911	\$1,429,324.43	912	\$1,396,720.32

<u>Pay Group</u>	10/30/2015	
	<u>EE's Paid</u>	<u>Total Payroll \$\$</u>
General Corp	509	\$935,166.21
Nursing Home	190	\$213,718.74
RPC/Head Start	213	\$260,851.85
Total	912	\$1,409,736.80

HEALTH INSURANCE/BENEFITS REPORT

October, 2015

Total Number of Employees Enrolled: 724

General County Union:

Single 209; EE+spouse 27; EE+child(ren) 68; Family 31; waived 50

Nursing Home Union:

Single 63; EE+spouse 7; EE+child(ren) 3; Family 1; waived 15

Non-bargaining employees:

Single 116; EE+spouse 39; EE+child(ren) 38; Family 13; waived 44

Life Insurance Premium paid by County: \$1,860.95

Health Insurance Premium paid by County: \$361,226.22

Health Reimbursement Account contribution paid by County: \$22,910.00

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

October 2015 : .18% average over the last 12 months

October 2015: 1 out of 571 Employees left Champaign County: 1 dismissal

WORKERS' COMPENSATION REPORT

Entire County Report	October 2015	October 2014
New Claims	10	9
Closed	13	5
Open Claims	29	33
 Year To Date Total (On-going # of claims filed)	 77	 71

EEO REPORT

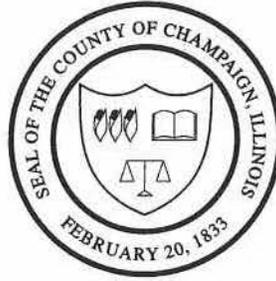
Information provided based on EEO Tracking forms submitted by Applicant. Figures are for General County only.

Oct 2015 Monthly EEO Report General County Only	Custodian Physical Plant		
Total Applicants	29		29
Male	18		18
Female	11		11
Undisclosed	0		0
Hispanic or Latino	0		0
White	18		18
Black or African-American	9		9
Native Hawaiian or Other Pacific Islander	0		0
Asian	0		0
American Indian or Alaska Native	0		0
Two or more races	0		0
Undisclosed	2		2
Veteran Status	1		1

ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT

Agendas Posted	14	Meetings Staffed	6	Minutes Posted	10
Appointments Posted	2	Notification of Appointment	2	Contracts Posted	1
Calendars Posted	6	Resolutions Prepared	28	Ordinances Prepared	1

Pattsi Petrie
Chair
email: ppetrie@co.champaign.il.us



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

**Office of
County Board
Champaign County, Illinois**
**CHAMPAIGN COUNTY BOARD
2016 CALENDAR OF MEETINGS**

**ALL MEETINGS HELD IN THE LYLE SHIELDS MEETING ROOM,
Brookens Administrative Center, 1776 East Washington, Urbana, Illinois**

(Unless otherwise noted)

County Facilities Committee	January 5, 2016 – 6:30 pm
Environment & Land Use Committee	January 7, 2016 – 6:30 pm
Highway & Transportation Committee (Held at Fleet Maintenance Facility)	January 8, 2016 – 9:00 am
2016	
Committee of the Whole (<i>Policy, Personnel, & Appointments; Justice & Social Services; Finance</i>)	January 12, 2016 – 6:30 pm
COUNTY BOARD	January 21, 2016 – 6:30 pm
<i>Reserved for County Board Study Session, If Required</i>	January 28, 2016 – 6:00 pm
County Facilities Committee	February 2, 2016 – 6:30 pm
Environment & Land Use Committee	February 4, 2016 – 6:30 pm
Highway & Transportation Committee (Held at Fleet Maintenance Facility)	February 5, 2016 – 9:00 am
Committee of the Whole (<i>Policy, Personnel, & Appointments; Justice & Social Services; Finance</i>)	February 9, 2016 – 6:30 pm
COUNTY BOARD	February 18, 2016 – 6:30 pm
<i>Reserved for County Board Study Session, If Required</i>	February 23, 2016 – 6:00 pm
County Facilities Committee	March 1, 2016 – 6:30 pm
Environment & Land Use Committee	March 3, 2016 – 6:30 pm

Highway & Transportation Committee (Held at Fleet Maintenance Facility)	March 4, 2016 – 9:00 am
Committee of the Whole (<i>Policy, Personnel, & Appointments; Justice & Social Services; Finance</i>)	March 8, 2016 – 6:30 pm
COUNTY BOARD	March 17, 2016 – 6:30 pm
<i>Reserved for County Board Study Session, If Required</i>	March 22, 2016 – 6:00 pm
County Facilities Committee	April 5, 2016 – 6:30 pm
Environment & Land Use Committee	April 7, 2016 – 6:30 pm
Highway & Transportation Committee (Held at Fleet Maintenance Facility)	April 8, 2016 – 9:00 am
Committee of the Whole (<i>Policy, Personnel, & Appointments; Justice & Social Services; Finance</i>)	April 12, 2016 – 6:30 pm
COUNTY BOARD	April 21, 2016 – 6:30 pm
<i>Reserved for County Board Study Session, If Required</i>	April 26, 2016 – 6:00 pm
County Facilities Committee	May 3, 2016 – 6:30 pm
Environment & Land Use Committee	May 5, 2016 – 6:30 pm
Highway & Transportation Committee (Held at Fleet Maintenance Facility)	May 6, 2016 – 9:00 am
Committee of the Whole (<i>Policy, Personnel, & Appointments; Justice & Social Services; Finance</i>)	May 10, 2016 – 6:30 pm
COUNTY BOARD	May 19, 2016 – 6:30 pm
<i>Reserved for County Board Study Session, If Required</i>	May 24, 2016 – 6:00 pm
County Facilities Committee	June 7, 2016 – 6:30 pm
Environment & Land Use Committee	June 9, 2016 – 6:30 pm
Highway & Transportation Committee (Held at Fleet Maintenance Facility)	June 10, 2016 – 9:00 am
Committee of the Whole (<i>Policy, Personnel,</i>	June 14, 2016 – 6:30 pm

*& Appointments; Justice & Social Services;
Finance)*

COUNTY BOARD June 23, 2016 – 6:30 pm

***Reserved for County Board Study Session,
If Required*** June 28, 2016 – 6:00 pm

County Facilities Committee July 5, 2016 – 6:30 pm
Environment & Land Use Committee July 7, 2016 – 6:30 pm
Highway & Transportation Committee July 8, 2016 – 9:00 am
(Held at Fleet Maintenance Facility)

Committee of the Whole (*Policy, Personnel,
& Appointments; Justice & Social Services;
Finance*) July 12, 2016 – 6:30 pm

COUNTY BOARD July 21, 2016 – 6:30 pm

***Reserved for County Board Study Session,
If Required*** July 26, 2016 – 6:00 pm

County Facilities Committee August 2, 2016 – 6:00 pm
Environment & Land Use Committee August 4, 2014 – 6:30 pm
Highway & Transportation Committee August 5, 2016 – 9:00 am
(Held at Fleet Maintenance Facility)

Committee of the Whole (*Policy, Personnel,
& Appointments; Justice & Social Services;
Finance*) August 9, 2016 – 6:30 pm

COUNTY BOARD August 18, 2016 – 6:30 pm

FY16 Legislative Budget Hearings August 22, 23, & 24 2016- 6:00 pm

County Facilities Committee September 6, 2016 – 6:30 pm
Environment & Land Use Committee September 8, 2016 – 6:30 pm
Highway & Transportation Committee September 9, 2016 – 9:00 am
(Held at Fleet Maintenance Facility)

Committee of the Whole (*Policy, Personnel,
& Appointments; Justice & Social Services;
Finance*) September 13, 2016 – 6:30 pm

COUNTY BOARD September 22, 2016 – 6:30 pm

<i>Finance Public Hearing on FY2016 Budget</i>	September 27, 2016 – 6:00 pm
<i>Special Finance COW – Final Direction On FY2017 Budget</i>	September 29, 2016 – 6:30pm
County Facilities Committee	October 4, 2016 – 6:00 pm
Environment & Land Use Committee	October 6, 2016 – 6:30 pm
Highway & Transportation Committee (Held at Fleet Maintenance Facility)	October 7, 2016 – 9:00 am
Committee of the Whole (<i>Policy, Personnel, & Appointments; Justice & Social Services; Finance</i>)	October 13, 2016 – 6:30 pm (<i>Moved to Thursday due to Yom Kippur Holiday on October 11</i>)
COUNTY BOARD	October 20, 2016 – 6:30 pm
<i>Reserved for County Board Study Session, If Required</i>	October 25, 2016 – 6:00 pm
County Facilities Committee	November 1, 2016 – 6:00 pm
Environment & Land Use Committee	November 3, 2016 – 6:30 pm
Highway & Transportation Committee (Held at Fleet Maintenance Facility)	November 4, 2016 – 9:00 am
Committee of the Whole (<i>Policy, Personnel, & Appointments; Justice & Social Services; Finance</i>)	November 10, 2016 – 6:30 pm* - (<i>Moved to Thursday due to Election Day on November 8th</i>)
COUNTY BOARD	November 17, 2016 – 6:30 pm
<i>Reserved for County Board Study Session, If Required</i>	November 22, 2016 – 6:00 pm
County Facilities Committee	December 6, 2016 – 6:30 pm
Environment & Land Use Committee	December 8, 2016 – 6:30 pm
Highway & Transportation Committee (Held at Fleet Maintenance Facility)	December 9, 2016 – 9:00 am
Committee of the Whole (<i>Policy, Personnel, & Appointments; Justice & Social Services; Finance</i>)	December 13, 2016 – 6:30 pm
COUNTY BOARD	December 20, 2016 – 6:30 pm- <i>Note – moved to Tuesday due to Christmas</i>

Patti Petrie PhD, FAICP
Chair

ppetrie@co.champaign.il.us



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

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

2016 HOLIDAY CALENDAR

New Year's Day	Friday, January 1, 2016
Martin Luther King Day	Monday, January 18, 2016
President's Day	Monday, February 15, 2016
Spring Day (Good Friday)	Friday, March 25, 2016
Memorial Day	Monday, May 30, 2016
Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Columbus Day	Monday, October 10, 2016
Veterans' Day	Friday, November 11, 2016
Thanksgiving Day and Day After Thanksgiving Day	Thursday, November 24, 2016 & Friday, November 25, 2016
Christmas Eve Day	Observed on Friday, December 23, 2016
Christmas Day	Observed Monday, December 26, 2016



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING & HUMAN RESOURCE
MANAGEMENT SERVICES

Debra Busey, County Administrator

MEMORANDUM

To: James Quisenberry, Deputy Chair – Policy, Personnel & Appt., Committee of the Whole
 From: Deb Busey, County Administrator
 Tami Ogden, Deputy County Administrator of Finance
 Re: ADA Settlement Agreement Compliance Update
 Date: October 30, 2015

Since entering into the American’s with Disabilities Act Settlement Agreement with the United States Department of Justice on July 20, 2015, Champaign County has made significant progress in complying with the terms of the agreement. The following is a record of required remedial action and corresponding county documentation that was submitted to the United States on October 19, 2015, in order to fulfill the county’s 3-month reporting requirements.

Settlement Agreement Remedial Action	Champaign County Compliance Documentation
Notification – A (#10)	Procedures are outlined in <i>Champaign County’s Serving People with Disabilities Handbook</i> under Notification (p. 3)
General Effective Communication – E (#16)	Procedures are outlined in <i>Champaign County’s Serving People with Disabilities Handbook</i> under Requests for Accommodations (p. 6)
General Effective Communication – E (#17)	Illinois Relay Service Training was conducted at a Department Heads meeting held on 9/2/15 and between 9/2/15-10/19/15 for frontline phone staff - Training PowerPoint and a record of employees trained are provided
Sidewalks – J (#37)	Process is outlined in the <i>ADA Plan For County Highways And Sidewalks</i> under VI. Public Input
Sidewalks – J (#38)	Plan and Timetable are outlined in the <i>ADA Plan For County Highways And Sidewalks</i> under II. Self-Evaluation b. Roads and Highways and III. Compliance Schedule
Sidewalks – J (#42)	Plan and Timetable are outlined in the <i>ADA Plan For County Highways And Sidewalks</i> under II. Self-Evaluation a. Sidewalks and III. Compliance Schedule
Program Modifications – M (#58) and Attachment L – Programs Housed in Others’ Facilities (Regional Planning Commission-Head Start)	Plan for providing access to facilities listed in Attachment L is submitted for review as a modified version of the attachment, and includes the ILA’s documentation of actions completed to date with photographs (if applicable) – The county is working with the property owners to bring the facilities into compliance as required by Attachment L and requests an extension to remediate some of the access issues due to their more complex nature and the fact that these facilities are not owned by Champaign County

In addition to the previously listed remedial actions, the county's Independent Licensed Architect and Independent Web Consultant were approved by the United States as required by Section C (#12) and Section K (#46) of the agreement. Champaign County's Emergency Operations Plan and applicable Annexes were submitted to the United States on September 3, 2015, as required by Section I (#35), with a notation that the EOP is pending state approval.

This memorandum does not provide an all-inclusive record of actions that the county has undertaken; however, it is a record of remedial actions that have been reported to the United States Department of Justice to date. As required by the agreement, a comprehensive report which reflects all remedial actions that have been implemented by the county will be submitted to the agency in January 2016. A subsequent report will be presented to the Committee of the Whole at that time.



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

*ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE
MANAGEMENT SERVICES*

Debra Busey, County Administrator

MEMORANDUM

TO: James Quisenberry, Deputy Chair-Policy, Personnel & Appointments and MEMBERS of the CHAMPAIGN COUNTY BOARD

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

DATE: November 5, 2015

RE: FY2016 RENEWAL of INSURANCE POLICIES – Liability & Worker’s Compensation

Working through the County’s Broker – Dimond Brothers Insurance Agency – the County has received renewal proposals for the County’s liability and worker’s compensation FY2016 insurance coverage from the following companies: Cincinnati Insurance Company; Chartis; Capitol Indemnity; NFIP/Selective Flood and Illinois Counties Risk Management Trust (ICRMT). Detailed information regarding the policies purchased is attached for your review.

The premium proposals received include the following for the period from December 1, 2015 – November 30, 2016:

1. Property/inland marine/boiler and machinery coverage provided by Cincinnati Insurance Company in the amount of \$166,348; *(reflects an increase of \$2,475 or 1.51% over the FY2015 premium rate of \$163,873)*
2. Liability coverage for Champaign County provided by ICRMT in the amount of \$519,598; *(reflects an decrease of \$13,955 or -2.62% over the FY2015 premium rate of \$533,553)*
3. Pollution Legal Liability coverage for the Champaign County Nursing Home provided by Chartis in the amount of \$17,891; *(reflects a \$130 increase or .73% over the FY2015 premium of \$17,761)*
4. Student Accidental Death & Dismemberment coverage for the Champaign County Head Start Program provided by Capitol Indemnity in the amount of \$864; *(reflects a \$12 decrease or -1.37% decrease over the FY2015 rate of \$876)*
5. Worker’s Compensation coverage for Champaign County provided by ICRMT in the amount of \$217,329 *(reflects a \$3,683 increase or 1.72% increase over the FY2015 rate of \$213,646).*

6. Flood coverage for Champaign County provided by NFIP/Selective in the amount of \$12,770 (reflects a \$513 increase or .50% increase over the FY 2015 rate of \$12,257.

The total \$922,030 cost of all premiums reflects a \$7,679 or -0.83% decrease over the total FY2015 rate of \$929,709.

RECOMMENDED ACTION:

Policy, Personnel & Appointments recommends to the County Board approval of insurance coverage for liability and worker's compensation for FY2016 from December 1, 2015 – November 30, 2016 through plans and premiums provided as follows:

1. ***Property/inland marine/boiler and machinery coverage provided by Cincinnati Insurance company in the amount of \$166,348;***
2. ***Liability coverage for Champaign County provided by ICRMT in the amount of \$519,598;***
3. ***Pollution Legal Liability coverage for the Champaign County Nursing Home provided by Chartis in the amount of \$17,891;***
4. ***Student Accidental Death & Dismemberment coverage for the Champaign County Head Start program provided by Capitol Indemnity in the amount of \$864;***
5. ***Worker's Compensation coverage for Champaign County provided ICRMT in the amount of \$217,329;***
6. ***Flood Insurance coverage for Champaign County provided by NFIP/Selective Flood in the amount of \$12,770.***

Thank you for your consideration of this recommendation. We will be present at your meeting on November 10, 2015 if you have additional questions or concerns.

Attachments

County of Champaign

2015-2016 Insurance Proposal

Insurance Companies: Cincinnati Insurance Company (A+/XV)
Illinois Counties Risk Management Trust
AIG (A/XV)
Capitol Indemnity Corporation (A/LX)
NFIP/Selective

Coverage Dates: 12/01/2015 to 12/01/2016

Prepared by:
Producers: Molly M. Rollings
Service Representative: Susi Boastick

Dimond Bros. Agency
1806 Woodfield Drive
Savoy, IL 61874
Phone: (217) 356-6400 x3810
Fax: (217) 356-8044
Email: molly.rollings@dimondbros.com



This presentation is designed to give you an overview of the insurance coverages we recommend for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions, and exclusions.

COMMERCIAL PACKAGE POLICY – Cincinnati Insurance Co.

Property Coverage

#	Building Occupant	Address	Current Building Limit	Contents Limit	Business Income	Ded.
1	Courthouse	101 E. Main	\$ 34,000,000	\$ 2,080,000	\$ 300,000	5,000
2	Juvenile Detention Center	400 Art Bartell	\$ 6,505,200	\$ 1,040,000	\$ 50,000	5,000
3	Sheriff Office/Correctional Center	204 E. Main	\$ 10,921,000	\$ 1,040,000	\$ 100,000	5,000
4	Adult Detention Facility	502 S. Lierman	\$ 14,674,400	\$ 1,040,000	\$ 50,000	5,000
5	Brookens Admin. Center	1776 E. Washington	\$ 10,615,000	\$ 2,080,000	\$ 905,000	5,000
6	ILEAS Building	1701 E. Main St	\$ 18,700,000	\$ -	\$ 5,000	5,000
	ILEAS Boiler House	1701 E. Main St (Rear)	\$ 62,350	\$ 50,000	\$ -	5,000
	ILEAS Garage	1701 E. Main St (Rear)	\$ 13,100	\$ 20,000	\$ -	5,000
	Garage-ESDA	1701 E. Main	\$ 98,800	\$ 52,000	\$ -	5,000
7	Old Salt Storage	301 Art Bartell	\$ 50,000	\$ 41,600	\$ 5,000	5,000
	Highway Salt Dome	301 Art Bartell	\$ 161,200	\$ 20,800	\$ -	5,000
8	County Office Bldg (EMAMETCAD)	1905 E. Main	\$ 1,690,000	\$ 624,000	\$ 10,000	5,000
9	Animal Control Facility (impoundment)	210 S. Bartell	\$ 327,600	\$ 46,800	\$ 10,000	5,000
10	Highway Fleet Maintenance Bldg	1605 E. Main St.	\$ 7,000,000	\$ 1,000,000	\$ 10,000	5,000
11	Nursing Home	500 Art Bartell	\$ 23,000,000	\$ 1,000,000	\$ 25,000	5,000
12	Marilyn Queller/Urbana Head Start	108 E Webber	\$ -	\$ 187,475	\$ 10,000	5,000
13	Coroner / Physical Plant	202 Art Bartell	\$ 1,355,005	\$ 200,000	\$ 10,000	5,000
14	Sheriff/ILEAS Garage 2	1707 E. Main	\$ 223,600	\$ 41,600	\$ 5,000	5,000
15	Highway Maint Garage 3	1705 E. Main	\$ 100,000	\$ 50,000	\$ 5,000	5,000
16	RPC Warehouse	208 W. Griggs	\$ -	\$ 88,065	\$ -	5,000
17	Child Care Advocacy Center	201 W Kenyon Rd	\$ -	\$ 50,000	\$ 5,000	5,000
		Total	\$ 129,497,255	\$ 10,752,340	\$ 1,505,000	

Cause of Loss: Special including Theft

Deductible: \$5,000

Co-Insurance: 100 %

Valuation: Replacement Cost

Forms/Endorsements:

- **State Amendatory Endorsements**
- **Earthquake – Full Limits at all locations**
- **Flood**
 - \$5,000,000 Per Occurrence
 - \$5,000,000 Aggregate
 - \$25,000 Deductible
- **Valuable Papers & Records – Courthouse & Brookens**
 - \$500,000 per location
 - Deductible = \$1,000

XC+ Property Coverage:	
Blanket Limit Applies to the following:	\$ 150,000
Accounts Receivable	
Debris Removal	
Ordinance or Law:	
Loss in Value	
Demolition costs and increased cost of construction	
Personal Property of Others	
Tenant Move Back Expense	
Valuable Papers	
Worldwide Laptop	
Electronic Data Processing (EDP)	
Duplicate & Backup Electronic Data – sub-limit \$2,000	
Newly Acquired EDP Property – sub-limit \$10,000	
In Transit or away from Premises	
Brands & Labels	\$ 25,000
Building Glass – insured as part of the building	Included
Business Income & Extra Expense (per location)	\$ 100,000
Dependent Properties (24 hr deductible applies)	\$ 5,000
Interruption of Computer Ops (24 hr deductible applies)	\$ 25,000
Temperature Change	Included
Exhibitions or Fairs	\$ 10,000
Fences	\$ 5,000
Fine Arts	\$ 25,000
Fire Department Service Charge	\$ 25,000
Fungi, wet rot and bacteria from covered cause of loss	\$ 15,000
Newly Acquired Property	
Building	\$ 1,000,000
Personal Property	\$ 500,000
Non-Owned Building – damage from theft	\$ 25,000
Outdoor Property (Trees, shrubs, plants)	\$ 10,000
Paved Surfaces	\$ 20,000
Personal Effects (Max \$1,000 per person)	\$ 25,000
Pollutant Clean-up and Removal	\$ 20,000
Property in Transit	\$ 10,000
Property Off Premises	\$ 10,000
Rewards – arson/vandalism/malicious mischief/theft/etc	\$ 10,000
Signs not separately scheduled	\$ 10,000
Trailers	\$ 5,000
Utility Service (Direct Damage)	\$ 25,000
Underground Property	Building Limit
Water Back-up from sewers/drains/sump pumps	\$ 10,000

Inland Marine Coverage

Equipment	Limit	Deductible
Computers/EDP	\$ 4,848,385	\$ 1,000
Phone Equipment	\$ 199,541	\$ 1,000
Machinery Equipment	\$ 2,081,049	\$ 1,000
Maintenance Equipment	\$ 263,044	\$ 1,000
Medical Equipment	\$ 89,988	\$ 1,000
Miscellaneous Equipment	\$ 674,720	\$ 1,000
Police Equipment	\$ 269,206	\$ 1,000
Radio Equipment	\$ 600,595	\$ 1,000
Voting Equipment	\$ 1,173,498	\$ 1,000
Camera Equipment	\$ 272,833	\$ 1,000
Leased or rented Equipment	\$ 360,000	\$ 1,000

Boiler Coverage – Included under Property Coverage

Locations: All Buildings Covered

Limit of Insurance: Full Building Value

Covered Items: All Fired & Unfired Pressure Vessels, All Boilers, Air Conditioning Equipment and Heating Equipment

Deductible: \$5,000

COMMERCIAL CRIME POLICY – ICRMT

CRIME

Blanket Employee Dishonesty	<u>\$500,000</u>
Loss Inside the Premises - Money & Securities	<u>\$500,000</u>
Loss Outside the Premises	<u>\$500,000</u>
Money Orders and Counterfeit Currency	<u>\$500,000</u>
Depositors Forgery or Alterations	<u>\$500,000</u>
Computer Fraud	<u>\$500,000</u>
Funds Transfer Fraud	<u>\$500,000</u>
DEDUCTIBLE:	<u>\$5,000</u>

The ICRMT Crime Form includes coverage for any of your officials who are required by law to give bonds for the faithful performance of their service against Loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law and will meet the requirements for Public Officials bonds up to the statutory limit or policy limit, whichever is less.

Please see policy forms for terms, conditions and exclusions.

POLLUTION LEGAL LIABILITY – AIG

Limit	Coverage	Deductible	Premium	<i>Deductible Coverage J Only</i>	Day Limitation	Total Premium
\$1,000,000	B, C, E, F, G, H & J	\$ 10,000	\$ 17,610	\$10,000 + 7 Day waiting period	30	\$17,891

Coverage Forms:

- **Coverage B:** On-Site Clean-up of New Conditions
- **Coverage C:** Third-Party Claims on-site Bodily Injury and Property Damage
- **Coverage E:** Third-Party Claims for off-site Clean-up resulting from new conditions.
- **Coverage F:** Third-Party Claims for off-site Bodily Injury and Property Damage
- **Coverage G:** Third-Party Claims for on-site Bodily Injury, Property Damage or Clean-up costs – Non-Owned Locations
- **Coverage H:** Third-Party Claims for off-site Bodily Injury, Property Damage or Clean-up costs – Non-Owned Locations
- **Coverage J:** Business Interruption Coverage – Actual Loss or Rental Value

Policy Forms/Endorsements:

- 75321 (08/04) AISLIC PLS Dec Page
- 90365 (01/06) Conditions of Payment Endorsement
- 80145 (03/04) Service of Suit – Illinois
- 79098 (12/01) War Exclusion Endorsement
- 81270 (12/02) Terrorism Exclusion w/ Certified Acts (Attached)
- 83260 (11/03) Multiple Coverage Aggregate Limit Endorsement (Attached)
- 89433 (06/05) Cov C & F – New Conditions Only w/ scheduled property (Attached)
- 78795 (09/01) 100% Minimum Earned Premium Endorsement (Attached)
- 86289 (07/04) Microbial Matter Coverage's Endorsement (Attached)
 - **MOLD Deductible \$50,000**
- CI1141 (09/00) Notice of Loss/Notice of Claim

Terms & Conditions:

- Claims Made Form – Retro Active Date will be inception of policy term
- 100% Minimum Earned

In Order to Bind Coverage:

- Singed & Completed Legal Liability Application and Air Quality Questionnaire
- Signed and completed terrorism Disclosure Form if the Insured REJECTS terrorism coverage.

COMMERCIAL LIABILITY POLICY - ICRMT

ILLINOIS COUNTIES RISK MANAGEMENT TRUST INSURANCE PROGRAM RENEWAL PROPOSAL

Named Insured: Champaign County

Who Is An Insured: Champaign County and any person or organization to whom the Named Insured is obligated to provide insurance afforded by this Policy, because of written contract, but only for damage or injury arising out of the premises or operations of the Named Insured;

Any member of the governing body of the Named Insured, any member of boards or commissions of the Named Insured, and any elected or appointed official of the Named Insured, but only while acting within the scope or the course of duties as a member or as an official;

Your employees acting within the scope or course of their employment;

Any volunteer or unpaid worker authorized by an official of the Named Insured but only while acting within the scope or course of their duties and on behalf of the Named Insured.

(See policy for complete wording)

Quote Number: ICRMT2015247

Program Year: Dec 01, 2015 - Dec 01, 2016 (Common Anniversary Date)

ICRMT Features and Benefits:

- Property and Casualty Policy is Non-Auditable
- Terrorism Coverage included
- The ICRMT Trust Agreement contains a Resolution by the Executive Board making the program Non-Assessable
- Public Agency Training Council's Law Enforcement Consultation Services
- Open Door Legal Consultation
- Tailored Risk management Services
- Property Appraisals when applicable



GENERAL LIABILITY

<u>Coverage</u>	<u>Limits</u>
Each Occurrence	<u>\$1,000,000</u>
General Annual Aggregate	<u>\$3,000,000</u>
Products/Completed Operation Annual Aggregate	<u>\$1,000,000</u>
SELF-INSURED RETENTION: <u>\$250,000 each occurrence</u>	
Sexual Abuse Liability	
Each Occurrence	<u>\$1,000,000</u>
Annual Aggregate	<u>\$1,000,000</u>
Retroactive Date: 12/01/2006	
Innocent Party Defense Coverage Included	
SELF-INSURED RETENTION: <u>\$250,000 each occurrence</u>	
Coverages to Include:	
- Liquor Liability	
- Medical Professional (excluding Doctors & Dentists)	
- Special Events	
- Terrorism	
- Volunteers	
- Non-Auditable	

LAW ENFORCEMENT LIABILITY

	<u>Limits</u>
Each Occurrence	<u>\$1,000,000</u>
General Annual Aggregate	<u>\$3,000,000</u>
SELF-INSURED RETENTION: <u>\$250,000 each occurrence</u>	
Coverages to Include:	
- Auxiliary Officers	
- Intergovernmental/Mutual Aid Agreements	
- Jails/Holding Cells	
- Good Samaritan	
- Commandeered Autos	



AUTOMOBILE

Auto Liability

	<u>Limits</u>
Each Occurrence	<u>\$1,000,000</u>
SELF-INSURED RETENTION: <u>\$250,000 each occurrence</u>	

Auto Physical Damage

	<u>Limits</u>
Total Scheduled Value	<u>\$1,832,899</u>
Total Agreed Value	
Number of Vehicles:	<u>186</u>
Comprehensive Per Loss Deductible	<u>\$25,000</u>
Collision Per Loss Deductible	<u>\$25,000</u>

Coverages to Include:

- | | |
|---|------------------|
| - Automatic Liability for Newly Acquired Vehicles (Non-Auditable) | <u>Included</u> |
| - Newly Acquired Automobiles Physical Damage (Non-Auditable) | <u>\$500,000</u> |
| - Hired/Non-Owned Liability | <u>Included</u> |
| - Hired Auto Physical Damage | <u>Included</u> |
| - Garage Keepers Legal Liability - per Occurrence | <u>\$100,000</u> |
| - Pollution Caused by Upset/Overtum | <u>Included</u> |
| - Commandeered Autos | <u>Included</u> |
| - Loss of Use and Lease Gap Coverage | <u>Included</u> |



PUBLIC OFFICIALS LIABILITY - CLAIMS MADE

	<u>Limits</u>
Each Occurrence	<u>\$1,000,000</u>
Public Officials Annual Aggregate	<u>\$1,000,000</u>
Retroactive Date: <u>01/01/1996</u>	
SELF-INSURED RETENTION: <u>\$250,000 each occurrence</u>	
Employment Practices Liability	
Retroactive Date: <u>1/1/1996</u>	
SELF-INSURED RETENTION: <u>\$250,000</u>	
Employee Benefits Liability	
Retroactive Date: <u>12/1/2013</u>	
SELF-INSURED RETENTION: <u>\$250,000 each occurrence</u>	
Cyber Liability Extension	
Each Occurrence	<u>\$50,000</u>
Annual Aggregate	<u>\$100,000</u>
Retroactive Date: <u>12/1/2013</u>	
SELF-INSURED RETENTION: <u>\$250,000 each occurrence</u>	
Coverages to Include:	
- Employee Wage Reimbursement	
Each Occurrence	<u>\$10,000</u>
Annual Aggregate	<u>\$20,000</u>
- Non-Monetary Legal Defense	
Each Occurrence	<u>\$25,000</u>
Annual Aggregate	<u>\$50,000</u>
- Sexual Harassment	
- Discrimination	
- Wrongful Termination	
- FOIA / Open Meetings Act	
- Attorney's Professional	

**STUDENT ACCIDENTAL DEATH & DISMEMBERMENT POLICY – Capitol
Indemnity**

Limits:

- Accidental Death, Dismemberment or Loss of Sight - Principal Sum: \$1,000
- Accident Medical Expense - Primary Plan, Maximum Benefit Amount Per Covered Person - 100% of Usual & Customary Charges \$2,500
- Deductible \$10

EXCESS LIABILITY POLICY - ICRMT

EXCESS LIABILITY - Follow Form

		<u>Limits</u>
General Liability	Excess of \$1,000,000 Per Occurrence	<u>\$9,000,000</u>
Law Enforcement Liability	Excess of \$1,000,000 Per Occurrence	<u>\$9,000,000</u>
Auto Liability	Excess of \$1,000,000 Per Occurrence	<u>\$9,000,000</u>
Public Official (Claims Made)	Excess of \$1,000,000 Per Occurrence	<u>\$9,000,000</u>

Coverages Excluded:

- Sanitary Sewer Backup
- Sexual Abuse
- Uninsured/Underinsured Motorist Coverage

WORKERS COMPENSATION POLICY - ICRMT

ILLINOIS COUNTIES RISK MANAGEMENT TRUST

Workers' Compensation Renewal Proposal

Named Insured: Champaign County
1776 E. Washington
Urbana, IL 61802

Program Year: 12/01/2015 - 12/01/2016

Effective Date: 12/01/2015 - 12/01/2016

Quote Number: ICRMT2015247

Workers' Compensation Limit: Statutory

Employers' Liability Limit: \$2,500,000 Each Accident and \$2,500,000 Each Employee for Disease

Self-Insured Retention: \$300,000 Each Accident

Extensions of Coverage: Volunteers

ICRMT Features and Benefits:

- Payrolls are subject to an annual audit
- Policy is only cancellable at program anniversary and after 30 days written notice is given. If required notice is not given, full estimated premium is earned, due and payable.
- All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review.



Code	Classification	Estimated Payroll	Rate	Estimated Premium
0083	Farm: Cattle or Livestock Raising NOC & Drivers	\$29,100	8.6600	\$2,520
4299	Print Shop Assistant	\$6,784	4.0300	\$273
5403	Carpentry - Commercial	\$351,601	15.9400	\$56,045
5437	Carpentry - Cabinetry/Interior Trim	\$31,625	14.4600	\$4,573
5506	Street & Road	\$685,256	13.2100	\$90,522
7705	Ambulance / EMS	\$126,880	10.1600	\$12,891
7720	Law Enforcement	\$10,846,187	7.7300	\$838,410
8008	Store/Clothing	\$0	1.6700	\$0
8017	Store Retail	\$26,804	2.9500	\$791
8293	Warehouse Shipping & Receiving	\$26,583	16.8600	\$4,482
8380	Auto Repair	\$26,802	7.6500	\$2,050
8601	Architect/Engineer	\$518,394	0.8200	\$4,251
8810	Clerical	\$11,568,244	0.6100	\$70,566
8820	Attorney - All Employees & Clerical	\$3,378,493	0.6100	\$20,609
8829	Nursing Home	\$6,136,630	5.8300	\$357,766
8831	Animal Control	\$307,391	4.8300	\$14,847
8832	Physician/Coroner/Health Department & Clerical	\$311,190	0.5000	\$1,556
8868	Teachers/College/Professional	\$21,084	0.4700	\$99
8869	Child Day Care Center - Professionals	\$1,890,145	1.7600	\$33,267
9015	Building Operations/Custodial/Maintenance NOC	\$859,527	10.6300	\$91,368
9082	Restaurant NOC	\$1,094	3.2200	\$35
9102	Parks	\$75,104	8.0500	\$6,046
9410	Municipal NOC	\$0	5.8100	\$0
Totals:		\$37,224,918		\$1,612,967

Gross Annual Premium		\$1,612,967
Increased Limit Multiplier	1.02	\$1,645,226
Experience Modifier	0.88	\$1,447,799
Schedule Modifier	0.17	\$246,126
Expense Modifier		\$246,126
Subtotal		\$246,126
Premium Discount	11.70%	(\$28,797)
Total Annual Premium		\$217,329
Total Pro-Rated Premium	100.00%	\$217,329



PRIMARY FLOOD POLICIES – NFIP/SELECTIVE

Policy #1

Location: 101 E Main St; Urbana, IL 61801

Building Limit: \$500,000

Contents Limit: \$500,000

Deductible: \$1,000

Policy #1

Location: 204 E. Main St; Urbana, IL 61801

Building Limit: \$500,000

Contents Limit: \$500,000

Deductible: \$1,000

Policy #1

Location: 108 S. Webber St; Urbana, IL 61801

Building Limit: NA

Contents Limit: \$500,000

Deductible: \$1,000

PREMIUM SUMMARY

Line of Business	Expiring Premium - 2015	Renewal Premium - 2016	% Change
ICRMT			
Crime	\$ 8,171	\$ 7,779	-4.80%
Automobile Liability	\$ 29,830	\$ 25,864	-13.30%
Auto Physical Damage <i>(Highway)</i>	\$ 1,927	\$ 3,682	91.07%
Auto Physical Damage <i>(EMA)</i>	\$ 1,405	\$ 1,818	29.40%
General Liability <i>(Nursing Home)</i>	\$ 85,386	\$ 80,095	-6.20%
Errors & Omissions	\$ 71,917	\$ 69,730	-3.04%
General Liability <i>(County)</i>	\$ 78,601	\$ 60,759	-22.70%
Law Enforcement Liability	\$ 91,454	\$ 103,740	13.43%
Excess Liability <i>(County)</i>	\$ 133,067	\$ 133,952	0.67%
Excess Liability <i>(Nursing Home)</i>	\$ 31,795	\$ 32,179	1.21%
Total ICRMT	\$ 533,553	\$ 519,598	-2.62%
Workers Compensation			
	\$ 213,646	\$ 217,329	1.72%
<i>Payroll</i>	<i>\$ 38,312,927</i>	<i>\$ 37,224,918</i>	<i>-2.84%</i>
Cincinnati			
Property <i>(County)</i>	\$ 83,899	\$ 86,374	2.95%
Property <i>(Nursing Home)</i>	\$ 24,545	\$ 24,605	0.24%
Inland Marine	\$ 46,629	\$ 46,569	-0.13%
Boiler & Machinery	\$ 8,800	\$ 8,800	0.00%
Total Cincinnati	\$ 163,873	\$ 166,348	1.51%
NFIP/Selective Flood			
101 E Main	\$ 5,025	\$ 5,168	2.85%
204 E Main	\$ 5,025	\$ 5,168	2.85%
108 S Webber	\$ 2,207	\$ 2,434	10.29%
Total NFIP/Selective	\$ 12,257	\$ 12,770	0.50%
Capitol Indemnity			
Student AD&D	\$ 876	\$ 864	-1.37%
Chartis			
Pollution Legal Liability	\$ 17,761	\$ 17,891	0.73%
Total Premium	\$ 929,709	\$ 922,030	-0.83%

Notes:

- **Premium less than expiring overall, however, premium did shift in certain areas.**
 - **ICRMT**
 - Law Enforcement Liability took an increase due to some of the unfortunate events that have happened nationally. Claims payments have increased significantly in frequency and monetary amounts. This is the cause for the increase in this area.
 - Auto Physical Damage (Highway) increased due to a new vehicle being added.
 - General Liability for both the County and the Nursing Home are down, as well as the Errors and Omissions premium.
 - Excess Liability for the County took slight increase over last year; again this is due to the Law Enforcement Liability.
 - Workers Compensation did increase, even though payroll decreased. We do have some open claims and frequency is trending up. ICRMT loss control is assessing where the issues are arising from and working with County personnel to reduce these claims.
 - **Cincinnati Insurance**
 - Premium is almost flat at just 1.5% over expiring; we had a good claims year. A new property extension was added on which let us reduce coverage charges in certain areas due to the coverage's being included by the extension endorsement.

RESOLUTION NO.

RESOLUTION HONORING COUNTY EMPLOYEES

WHEREAS, It is the vision of the Champaign County Board to be a recognized leader in local government where every official and employee has a personal devotion to excellence in public service and embraces the highest standards of ethics and integrity, which enables Champaign County to provide the best customer services to its citizens; and

WHEREAS, One element of pursuing this vision is communicating to employees that their service to Champaign County is valued and appreciated; and

WHEREAS, Champaign County employees admirably serve the people of Champaign County with full commitment to the responsibilities of County offices, work in partnership with fellow employees and County officials, and have dedication to the best interests of all the people of Champaign County; and

WHEREAS, The Champaign County Board wishes to recognize the dedication and service of the employees who have reached a 5, 10, 15, 20, 25, 30, 35 and 40 year milestones in FY2015;

Name	Department	Years of Service
METZLER, JEFFREY M	ANIM WARDEN SERVICES	5
THUNEY, STEPHEN E	CORONER	5
PAIGE, MARCUS A	CORRECTIONS	5
SWISHER, TRACI L	CORRECTIONS	5
BLALOCK, BARBARA S	JUVENILE DETENTION CENTER	5
JACKSON, DARYL L	JUVENILE DETENTION CENTER	5
PARSONS, JOHN T	MENTAL HEALTH BOARD	5
JESSUP, KATIE	PUBLIC DEFENDER	5
OLIVER, JAMES C	PHYSICAL PLANT	5
DEMKO, JOSHUA V	SHERIFF	5
RIECHES, JONATHAN E	SHERIFF	5
LEEVEY, ROBIN G	TREASURER	5
WALL, TANYA	PROBATION & COURT SERVICES	7
MCCLURE, JULIE A	ANIM IMPOUND SERVICES	10
REID, GRETCHEN A	ANIM IMPOUND SERVICES	10
MOORE, AMBER D	ANIMAL CONTROL	10
HESTER, JONI L	CIRCUIT CLERK	10
WALL, DAVID C	CORRECTIONS	10
FIFER, KELLY L	COUNTY CLERK	10
FRYE, BRENT S	COUNTY CLERK	10
MEEK, BONNIE J	COUNTY CLERK	10
CAGLE, FAITH S	HIGHWAY	10
STUMBORG, GERALD L	HIGHWAY	10
WARD, KENDRA L	JUVENILE DETENTION CENTER	10
HANSEN, LORI K	LAW LIBRARY	10

VARGAS, GEORGE	PUBLIC DEFENDER	10
ALSIP, JAMES R	PHYSICAL PLANT	10
CHANEY, CHARLES L	PHYSICAL PLANT	10
PRICE, PENNY D	PHYSICAL PLANT	10
REYNOLDS, ROBERT W	PHYSICAL PLANT	10
MOODY, EDWARD W	SHERIFF	10
CLIFTON, DANIEL D	STATE'S ATTORNEY	10
LEMONS, BRETT D	STATE'S ATTORNEY	10
WISEHART, JANA E	STATE'S ATTORNEY	10
MCGRATH, SUSAN	SAO SUPPORT ENFORCEMENT	10
CAMPBELL, SHAMONYA E	CIRCUIT COURT	15
GILL, TODD J	CORRECTIONS	15
JOHNSON, MICHAEL K	CORRECTIONS	15
JONES, JOSHUA S	CORRECTIONS	15
MARTIN, JULIE A	CORRECTIONS	15
MATEJOWSKY, DAMON B	HIGHWAY	15
CAWTHON, STEVEN L	JUVENILE DETENTION CENTER	15
HUNT, JERRY M	JUVENILE DETENTION CENTER	15
OPRONDEK, ROBERT	JUVENILE DETENTION CENTER	15
TRACY, PETER W	MENTAL HEALTH BOARD	15
CHAVARRIA, SUSAN M	PLANNING & ZONING	15
DAVIS, AMBER T	PROBATION & COURT SERVICES	15
HEWKIN, HEIDI J	PROBATION & COURT SERVICES	15
KLEPPIN, LORI L	PROBATION & COURT SERVICES	15
REYNOLDS, SIOBHAN	PROBATION & COURT SERVICES	15
ROELFS, NICOLE L	PROBATION & COURT SERVICES	15
SCHULTHEIS, ELIZABETH	PROBATION & COURT SERVICES	15
WELLS, AMANDA A	PROBATION & COURT SERVICES	15
KOPMANN, NORALYNN	PHYSICAL PLANT	15
CORRAY, STACY L	SHERIFF	15
FRANZEN, KEVIN L	SHERIFF	15
CARLSON, SARAH J	STATE'S ATTORNEY	15
LUGO, LISETTE	STATE'S ATTORNEY	15
MCGEE, KATHRYN J	STATE'S ATTORNEY	15
BERRY, CONNIE	PLANNING & ZONING	16
PRUITT, ORLENA M	CIRCUIT COURT	20
MEENTS, JOSEPH M	COUNTY ASSESSMENT OFFICE	20
EHMEN, JOHN K	HIGHWAY	20
JESSUP, JEREMY	PROBATION & COURT SERVICES	20
BIALESCHKI, DOUGLAS M	SHERIFF	20
TRIMBLE, THAD R	SHERIFF	20
VERCLER, JEFFREY L	SHERIFF	20
ROBECK, LEEANN E	ADMINISTRATIVE SERVICES	25
HALL, JOHNY T	PLANNING & ZONING	25
CAREY, MICHAEL J	PROBATION & COURT SERVICES	25
BROWN, JENNA L	PUBLIC DEFENDER	25
MENNENGA, BRIAN L	SHERIFF	25
SCHALBER, CAREY L	SHERIFF	25
WAGNER, TRACY L	SHERIFF	25

SULLIVAN, CHRYSTAL C	STATE'S ATTORNEY	25
RHODES, ANDY	INFORMATION TECHNOLOGY	30
ZEBE, TERESA L	PROBATION & COURT SERVICES	30
SMITH, CHERYL L	CIRCUIT CLERK	35
MILLER, SHARI	SHERIFF	35
BUSEY, DEBRA	ADMINISTRATIVE SERVICES	40

NOW, THEREFORE, BE IT RESOLVED That the County Board of Champaign County hereby recognizes each of the aforementioned Champaign County employees as an asset to the citizens of Champaign County and expresses gratitude and sincere appreciation for their years of service.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of November, A.D., 2015.

Pattsi Petrie, Chair
Champaign County Board

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

RESOLUTION NO.

RESOLUTION HONORING RETIRING COUNTY EMPLOYEES

WHEREAS, It is the vision of the Champaign County Board to be a recognized leader in local government where every official and employee has a personal devotion to excellence in public service and embraces the highest standards of ethics and integrity, which enables Champaign County to provide the best customer services to its citizens; and

WHEREAS, One element of pursuing this vision is communicating to employees that their service to Champaign County is valued and appreciated; and

WHEREAS, Champaign County employees admirably serve the people of Champaign County with full commitment to the responsibilities of County offices, work in partnership with fellow employees and County officials, and have dedication to the best interests of all the people of Champaign County; and

WHEREAS, The Champaign County Board wishes to recognize the dedication and service of the employees who are retiring in FY2015;

Name	Years of Service
ADAMS, LARRY W	31
ALSTEEN, DONNA B	14
BURNSIDE, PAMELA J	20
HARROCKS, THOMAS J	20
JENKINS, STAN	18
KUNCL, DANA M	8
MILLS, GREGORY F	18
OLSON, ROBERTA J	13
POLLOCK, LAVEDA K	30
SEFRANEK, GABRIELA	18
STEWART, NORA	18
WAGNER, DEBORAH	37
WURL, VICKY L	19

NOW, THEREFORE, BE IT RESOLVED That the County Board of Champaign County hereby recognizes each of the aforementioned retiring Champaign County employees as an asset to the citizens of Champaign County and expresses gratitude and sincere appreciation for their years of service.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 19th day of November, A.D., 2015.

Patsi Petrie, Chair
Champaign County Board

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

ADDENDUM C – COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT

WHEREAS, the Champaign County Board and County Administrator agree to amendments to the County Administrator Employment Agreement documented in this Addendum C, set forth as follows, and further acknowledge that all other terms and conditions of the Agreement entered into on June 18, 2009 and modified in Addendum A to that Agreement entered into on July 22, 2010, and Addendum B to that Agreement entered into on November 17, 2011 shall continue in full force and effect.

Section 2 – Term

1. Pursuant to the provisions of Section 2-C – the ending date for the contract term is amended from November 30, 2015 to March 31, 2016.

Section 4 – Salary

1. The salary for the extension from December 1, 2015 through March 31, 2016 shall remain at the November 30, 2015 compensation rate equal to an annual salary of \$141,215.

IN WITNESS WHEREOF, the County of Champaign has caused this Addendum to Employment Agreement to be signed and executed in its behalf by its County Board Chair, and duly attested by its County Clerk, and the Employee has signed and executed this Agreement, both in duplicate.

Pattsi Petrie, Chair
Champaign County Board

DATE

ATTEST:

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

Debra L. Busey
County Administrator

DATE

ATTEST:

Notary Public

Employment Agreement

This AGREEMENT, made and entered into this 18th day of June, 2009, by and between the COUNTY OF CHAMPAIGN, ILLINOIS, a Body Politic and Corporate (hereinafter called the "Employer") and Debra L. Busey (hereinafter called the "Employee"), both parties understand and agree, as follows:

WHEREAS, it is the desire of the Champaign County Board to establish a single administrator system; and

WHEREAS, it is the desire of the County Board to employ the services of the Employee as County Administrator for the County of Champaign, pursuant to and as provided by Ordinance No. 837, known as *An Ordinance Establishing Single Administrator System and Prescribing the Duties, Powers and Responsibilities of the County Administrator*, dated October 21, 2008, (hereinafter "Ordinance No. 837");

WHEREAS, it is the desire of the Champaign County Board to establish certain terms and conditions of employment and to set working conditions of said Employee;

WHEREAS, it is the desire of the County Board: (1) to secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment; (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security; and (3) to provide a just means for terminating the Employee's services at such time as the Employee may be unable to discharge the Employee's duties or when the Employer may otherwise desire to terminate the Employee's employment;

WHEREAS, the Employee desires to accept employment as County Administrator for Champaign County, Illinois;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree, as follows:

Section 1. Duties

The Employer agrees to employ the Employee as Administrator to perform those functions and duties set forth in Ordinance No. 837, and to perform other duties as the Employer may from time to time assign to the Employee.

It is understood by both the Employee and the Employer that the Employee will perform the functions and duties as designated in Ordinance No.837.

Section 2. Term

- A. It is mutually understood and agreed between the parties that the employment relationship herein created is terminable at will and nothing in this Agreement shall prevent, limit or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time. In the event the Employer terminates the employment of the Employee, the provisions set forth in Section 15, Paragraphs A. and B., shall apply to the extent said provisions are applicable to the facts and circumstances at the time of termination.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee, at any time, to resign the Employee's position with the Employer. In the event the Employee resigns as Administrator of Champaign County, the provisions set forth in Section 15, Paragraph C., of this Agreement shall be applicable.
- C. The terms and conditions of this Agreement shall be effective through and including November 30, 2013. The parties specifically understand this paragraph relates to the term of this written document and the use of the word "termination" in this paragraph only relates to the continuation of the terms of this written document and not to the continuation or discontinuation of the Employer-and-Employee relationship which may extend beyond November 30, 2013 under a newly negotiated successor written Agreement.
- D. The Employee agrees to remain in the exclusive employ of the Employer, and the Employee shall not accept compensation for other employment unless or until the existing employment relationship is terminated by the Employer or the Employee resigns, unless prior approval is obtained from the County Board.

Section 3. Disability

If the Employee becomes unable to perform the Employee's duties because of sickness, accident, injury, or mental incapacity for a period beyond any time provided through the Champaign County Personnel Leave of Absence Policy or amendments thereto, with or without reasonable accommodation, the Employer shall have the option to terminate the employment relationship, subject to the severance pay benefits in Section 15, Paragraph A, and subject to applicable State and Federal Law.

Section 4. Salary

- A. The Employer agrees to pay the Employee for services rendered as the County Administrator of Champaign County at a base annual salary rate of \$103,155 from the date

this contract is executed to November 30, 2009; and at a base annual salary rate of \$125,000.00 effective December 1, 2009 through November 30, 2010. The Employer further agrees to negotiate with the Employee during the month of June 2010 the base annual salary rate to be paid to the employee for the County's fiscal years 2011, 2012 and 2013.

- B. Salary payments are contingent upon the existence of an actual employment relationship between the parties as herein defined. It is further understood that in the event the Employee resigns or the employment relationship is otherwise terminated, neither the Employee, the Employee's estate nor the Employee's heirs shall thereafter have any claim for any additional salary except for such salary installments have accrued but are yet unpaid and such unpaid sick pay, holiday pay, vacation and other payments generally made to all other non-bargaining unit employees of the Employer upon severance of their employment relationship plus severance pay, if applicable.

Section 5. Performance Evaluation

- A. The County Board shall review and evaluate the performance of the Employee annually. The annual review and evaluation shall be conducted by an appraisal team consisting of the County Board Chair, County Board Vice-Chair, and the county board member designated as caucus leader of the minority party, or his/her designee.
- B.. Further, said review and evaluation shall be conducted in a confidential manner, in executive session conducted at the County Board level.
- C. Further, the findings of said Appraisal Team shall be presented in a confidential manner to the County Board for consideration and adoption, and the Chair of the County Board shall provide the Employee with a summary written statement of the findings of said Employment Appraisal Team and provide an adequate opportunity for the Employee to present written comments and/or to discuss the evaluation with the County Board, which discussion shall be held in closed session, before said findings are adopted. Public comment regarding the Employee's performance should not be made by any Board member outside of the context of the process defined in this section. If the Employee is publicly criticized by any Board member, the Employee shall have the right to request corrective action and to be made whole under the Grievance Process as defined in Chapter 6 of the Champaign County Personnel Policy.
- D. None of the provisions of this Section 5, shall limit the right of the County Board to terminate under Section 14.

Section 6. Hours of Work

The regularly scheduled number of hours for the Administrator shall be thirty-seven and one-half (37 ½) per week. It is recognized that the Employee must devote a great deal of time to this employment outside of the normal office hours of business of the Employer, including evening meetings of the Champaign County Board and its committees. The regularly scheduled number of hours for the Administrator position shall be thirty-seven and one-half (37 ½) per week.

Section 7. Vacation, Sick and Military Leave

The Employee shall accrue and be granted vacation and sick leave at the same rate as appointed department heads. Leave for military duty shall be granted as provided by law. The Employee shall provide written notice to the County Board Chair and Chairs of Standing Committees in advance of vacation time taken in increments of five working days or more. The Employee shall provide written documentation to the payroll coordinator in Administrative Services at the end of any pay period in which the Employee used benefit time.

Section 8. Disability, Health and Life Insurance

- A. The Employer agrees to put into force and to make required premium payments for the Employee as are provided other non-bargaining employees of the Employer for life, accident, sickness, disability income benefits, all medical, dependent, or other coverage either through group insurance covering the Employee and the Employee's dependents or a self-funded insurance program. The choice shall be the Employer's exclusively.
- B. The Employer agrees to provide hospitalization, surgical and comprehensive medical benefits for the Employee and the Employee's dependents and to pay the premiums thereon to the same extent as those provided to other non-bargaining employees of the Employer, or, in the event no such plan exists, to provide same for the Employee.

Section 9. Retirement

- A. The Employer agrees to execute all necessary agreements provided by the Illinois Municipal Retirement Fund (IMRF) for the Employer's participation in said retirement plan.
- B. The Employee may make payments to an approved tax deferred compensation plan in the maximum amount allowable under such plan in the event it is adopted.

Section 10. Dues

The Employer recognizes the value of the Employee's participation and leadership in related professional associations. The Employer will pay dues and reimburse reasonable expenses for participation in such associations as approved and budgeted by the County Board.

Section 11. Indemnification

- A. The Employer shall defend, save, hold harmless and indemnify the Employee against all claims of negligence or professional liability or other legal actions, whether groundless or otherwise, arising out of an act or omission allegedly occurring in the performance of the Employee's duties as Administrator.
- B. The decision to compromise, settle, litigate or appeal any such claim or demand rests solely with the County of Champaign. Provided however, the Employer shall have no duty or obligation under this paragraph if the Employee fails to give the Employer prompt notice of an impending claim or lawsuit.

Section 12. Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 13. Other terms and Conditions of Employment

All provisions of Champaign County Ordinances or Resolutions, and the regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other non-bargaining employees of the Employer, in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.

Section 14: Termination

The Employee shall serve at the pleasure of the County Board of Champaign County, and said employment may be terminated at any time, by motion adopted by a majority of all County Board members then active. The requirement of a majority of the entire County Board for such a vote to pass shall supersede the requirement of Champaign County Resolution No. 4070 (Champaign County Board Rules), paragraph 15B., to the limited extent the two are in conflict. The motion to terminate shall provide for the termination of said employment effective immediately or at such time as the Board may designate in said motion; or said motion may be referred to the Finance Committee by a majority vote of all County Board members then active, for study and preparation of a committee report concerning the continued employment of the Administrator before action is taken by the Board. Said committee report shall be presented to the Board by the next regular meeting of the Board.

Section 15. Severance Pay

A. In the event the employment relationship is terminated by the County Board, other than for just cause, while the Employee is ready, willing and able to perform the Employee's duties under this Agreement, then, in that event, the Employer agrees to pay the Employee a severance payment, as follows:

- Step 1: From the effective date of this Contract – November 30, 2011, an amount equal to four (4) months of the Employee's annual base salary; from December 1, 2011 – November 30, 2013, an amount equal to three (3) months of the Employee's annual base salary.
- Step 2: Any amounts required by law to be deducted (i.e., Federal Income Tax, FICA, State Income Tax, IMRF) shall be subtracted from the figure arrived at in Step 1.
- Step 3: Any amount equal to the remainder as determined in Steps 1 and 2 shall be paid over as the severance payment within fourteen (14) days of the effective date of termination.

The afore-described severance payment shall be in addition to payment for any accrued but yet unpaid vacation leave, personal leave and salary on the effective date of termination. The Employer acknowledges that any agreement by the Employee to waive the Employee's right to claim unemployment compensation may be legally void or voidable.

B. In the event the Employee is terminated for just cause, the Employer shall have no obligation to the Employee for the severance payment as described in Section 15, Paragraph A.

For purposes of this Agreement, "just cause" shall include, but not be limited to:

1. commission of any capital crime or a felony, including, without limitation, bribery, perjury, fraud or felony theft. A finding of guilt or a plea of guilty before a court of competent jurisdiction shall be deemed conclusive proof of guilt. However, such a finding or plea shall not be necessary to terminate for criminal conduct;
2. professional misconduct (including, but not limited to, intentional misappropriation of funds for personal gain);
3. gross, willful, and substantial failure to perform the essential functions and duties of the Administrator position, as set forth in this Agreement, after being given reasonable time and resources with which to do so.

C. In the event the Employee voluntarily resigns as Administrator, the Employee agrees to give the Employer sixty (60) days written notice in advance of the effective date of the resignation, and the Employee agrees that, in the event of any voluntary resignation, the

Employee shall not be entitled to any severance payment in addition to payment for unpaid vacation and salary accrued, but not yet paid on the effective date of resignation

D. **Constructive Discharge**

All resignations are presumed voluntary. If the Employee demonstrates a resignation is compelled by circumstances which are:

1. beyond his or her control; and
 2. entirely under the control of the Employer; and
 3. make continued employment so unreasonable or intolerable that no person could reasonably be expected to continue employment under such circumstances,
- the Employee shall be entitled to severance benefits as set forth in paragraph 15.A, above.

The addition of those reasonable duties which may from time to time arise in the administration of County business shall not constitute constructive discharge. The elimination of any delineated duties is not to be construed as constructive discharge, provided that in no event shall all or substantially all of the duties assigned to the Employee under this Agreement be eliminated.

Section 16. Arbitration

- A. Any termination claimed by the Employer to be done with just cause, aside from a termination upon conviction or plea of guilty to criminal conduct, shall be subject to arbitration, subject to the procedures set forth below. To the extent allowed by law, any termination claimed by the Employee to be unlawful or in violation of this Agreement, and any resignation claimed to be a constructive discharge, shall be subject to arbitration, subject to the procedures set forth below.
- B. The Employee must file a notice of intent to arbitrate within ten (10) working days after final County Board action terminating employment, or the resignation claimed to be constructive discharge. Within ten (10) working days after receipt of this notice, and in the event the parties are unable to agree upon an arbitrator, the parties shall immediately, jointly request the Federal Mediation and Conciliation Services to submit a panel of seven (7) arbitrators. Each party has the right to reject one entire panel. Both the Employer and the Employee shall have the right to strike three (3) names from the unrejected panel. A flip of the coin shall determine which party shall strike the first name, loser striking first. This process will be repeated, and the last remaining person on the list shall be the arbitrator. The arbitrator shall be notified of this selection by a joint letter from the Employee and the Employer, requesting that he/she set a time and place for hearing, subject to the availability

- to the availability of the Employee and Employer, and their representatives.
- C. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue(s) submitted to him/her in writing by the Employee and the Employer, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way, applicable State or Federal laws. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination has been made that the matter is arbitral, the arbitrator shall then proceed to hear the merits of the dispute; however, a final award on the merits of the dispute shall not be rendered until a decision is made that the dispute is arbitral. The arbitrator's determination with respect to arbitrability shall be subject to reversal only if the reviewing authority finds it to be inconsistent with the procedures set forth herein, or otherwise without reasonable basis. The arbitrator shall submit, in writing, his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties consistent with the briefing schedule of the arbitrator, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding upon the Employee and the Employer.
- D. The fee and expense of the arbitrator and the cost of a single copy of a written transcript for the arbitrator shall be borne by the losing party at arbitration; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 17. Notices

Notices pursuant to this Agreement shall be given by depositing said notice in the United States Postal Service, postage prepaid, and addressed, as follows:

(1) EMPLOYER:

Chair, Champaign County Board
1776 East Washington
Urbana, IL 61802

(2) EMPLOYEE:

Debra L. Busey

4605 Stonebridge Drive
Champaign, IL 61822

Either party can amend such address with notice given as herein provided. Alternatively, notices required pursuant to this Agreement may be personally served. Any notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 18. Personal Services; Assignment

The Employee agrees the services rendered under this Agreement shall be the personal services of the Employee. Both parties agree there shall be no assignment of the personal services by the Employee. In the event the Employee assigns to another all or any part of the personal services contemplated by this Agreement to be rendered by the Employee, except for routine delegation of duties to another County employee, the parties agree such assignment shall constitute and be treated as the Employee's written notice of voluntary resignation.

Section 19. Training

The Employer agrees to fund two (2) annual professional training conferences/seminars related to County Administrator responsibilities.

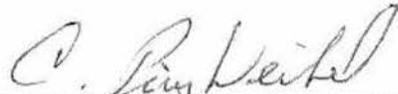
Section 20. General Provisions

- A. All appendices and Champaign County Ordinances referred to herein are incorporated herein by reference. The text herein, together with such materials, shall constitute the entire agreement between the parties with respect to the subject matter hereof. Any and all other agreements, understandings, or representations by other parties hereto prior to this date, whether oral or written, are hereby superseded, terminated and cancelled in their entirety and are of no further force or effect.
- B. There shall be no rule of construction that this Agreement is to be construed strictly against the Employer as employer, drafter, or otherwise.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- D.. This Agreement shall become effective commencing October 1, 2009.
- E. If any provision, or portion thereof, contained in this Agreement shall be held to be unconstitutional, invalid, or unenforceable, such provision or portion thereof shall be deemed severable and the balance of the Agreement shall remain in full force and effect. In the event this contract is deemed void because it extends beyond the term of the current

County Board, the provisions of this Agreement relating to the current term of the County Board shall remain in full force and effect as a separate and independently operating contract for that term.

- F. All matters pertaining to the validity, construction and effect of this Agreement shall be governed by the laws of the State of Illinois.
- G. Any failure by any party to enforce strictly the terms of this Agreement on one occasion shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on future occasions.
- H. All headings herein are for organizational purposes only and shall not be considered when interpreting this Agreement.

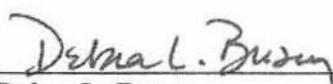
IN WITNESS WHEREOF, the County of Champaign has caused this Agreement to be signed and executed in its behalf by its County Board Chair, and duly attested by its County Clerk, and the Employee has signed and executed this Agreement, both in duplicated, the day and year first above written.



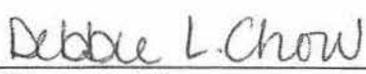
C. Pius Weibel, Chair
Champaign County Board

ATTEST: 

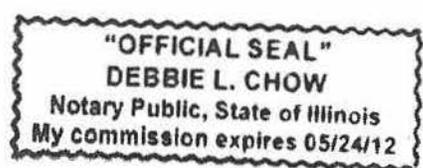
Mark Shelden, County Clerk and
Ex-Officio Clerk of the County Board



Debra L. Busey

ATTEST: 

Notary Public



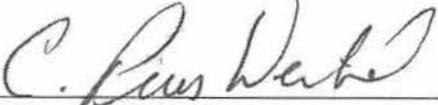
ADDENDUM A – COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT

Section 4 – Salary

Pursuant to the provisions of Section 4-A, the Employer and Employee have negotiated the following with regard to the salary to be paid to the Employee:

1. Employee shall continue to be paid the same base annual salary on December 1, 2010 as established on December 1, 2009 of \$125,000; and
2. Employer agrees to negotiate with the Employee during the month of June 2011 any subsequent changes to be made to the compensation for the Employee through the remaining term of this contract.

IN WITNESS WHEREOF, the County of Champaign has caused this Addendum to Employment Agreement to be signed and executed in its behalf by its County Board Chair, and duly attested by its County Clerk, and the Employee has signed and executed this Agreement, both in duplicate.



C. Pius Weibel, Chair
Champaign County Board

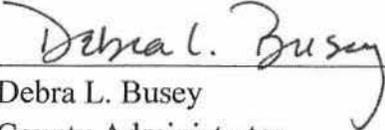
July 22, 2010

DATE

ATTEST:



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



Debra L. Busey
County Administrator

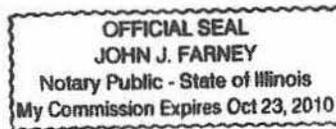
7-23-10

DATE

ATTEST:



Notary Public



ADDENDUM B – COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT

WHEREAS, the Champaign County Board and County Administrator agree to amendments to the County Administrator Employment Agreement documented in this Addendum B, set forth as follows, and further acknowledge that all other terms and conditions of the Agreement entered into on June 18, 2009 and modified in Addendum A to that Agreement entered into on July 22, 2010, shall continue in full force and effect.

Section 2 – Term

1. Pursuant to the provisions of Section 2-C – the ending date for the contract term is amended from November 30, 2013 to November 30, 2015.

Section 4 – Salary

1. Pursuant to the wage reopener in 2011, as documented in Addendum A to the Agreement, the salary for the Employee is to be adjusted as follows:
 - a. Effective on December 1, 2011 for FY2012, the FY2011 base annual salary rate shall be increased by 3%;
 - b. Effective on December 1, 2012 for FY2013, the FY2012 base annual salary rate shall be increased by 3%;
 - c. Effective on December 1, 2013 for FY2014, the FY2013 base annual salary rate shall be increased by 3%, and the Employer shall make additional annual contribution of \$10,000, in equal monthly installments, to a deferred compensation plan for the County Administrator;
 - d. Effective on December 1, 2014 for FY2015, the FY2014 base annual salary rate shall be increased by 3%, and the Employer shall make additional annual contribution of \$15,000, in equal monthly installments, to a deferred compensation plan for the County Administrator.

Section 15 – Severance Pay

Step 1: From the effective date of this contract – November 30, 2011, an amount equal to four (4) months of the Employee’s annual base salary; from December 1, 2011 – November 30, 2013~~5~~, an amount equal to three (3) months of the Employee’s annual base salary.

IN WITNESS WHEREOF, the County of Champaign has caused this Addendum to Employment Agreement to be signed and executed in its behalf by its County Board Chair, and duly attested by its County Clerk, and the Employee has signed and executed this Agreement, both in duplicate.

C. Pius Weibel

C. Pius Weibel, Chair
Champaign County Board

11/21/11

DATE

ATTEST:

Gordy Hulter

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

Debra L. Busey

Debra L. Busey
County Administrator

11-29-11

DATE

ATTEST:

Leeann E. Robeck

Notary Public





WHEREAS, The County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

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

CITY OF CHAMPAIGN 4 TOWNSHIP

PERMANENT PARCEL NUMBER: 46-21-06-353-013

As described in certificates(s) : 908 sold October 2011

and it appearing to the Budget & Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Champaign, has bid \$8,000.00 for the County's interest, such bid having been presented to the Budget & Finance Committee at the same time it having been determined by the Budget & Finance Committee and the Agent for the County, that the County shall receive from such bid \$5,967.75 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$43.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$8,000.00.

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 Chairman of the Board of Champaign County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$5,967.75 to 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



WHEREAS, The County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

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

BROWN TOWNSHIP

PERMANENT PARCEL NUMBER: 02-01-31-176-005

As described in certificates(s) : 15 sold October 2012

and it appearing to the Budget & Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Galesville Elevator Company, has bid \$751.00 for the County's interest, such bid having been presented to the Budget & Finance Committee at the same time it having been determined by the Budget & Finance Committee and the Agent for the County, that the County shall receive from such bid \$358.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$43.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$751.00.

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 Chairman of the Board of Champaign County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$358.00 to 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



WHEREAS, The County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

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

BROWN TOWNSHIP

PERMANENT PARCEL NUMBER: 02-01-31-176-004

As described in certificates(s) : 14 sold October 2012

and it appearing to the Budget & Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Galesville Elevator Company, has bid \$751.00 for the County's interest, such bid having been presented to the Budget & Finance Committee at the same time it having been determined by the Budget & Finance Committee and the Agent for the County, that the County shall receive from such bid \$358.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$43.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$751.00.

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 Chairman of the Board of Champaign County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$358.00 to 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

JOHN FARNEY
COUNTY AUDITOR



1776 EAST WASHINGTON
URBANA, ILLINOIS 61802
TELEPHONE (217) 384-3763
FAX (217) 384-1285

OFFICE OF THE AUDITOR
CHAMPAIGN COUNTY, ILLINOIS

To: Patsi Petrie, Champaign County Board Chair
Chris Alix, Deputy Chair for Finance
Members of the Champaign County Board
Elected Officials & Department Heads

From: John Farney, Champaign County Auditor

Subject: Quarterly Financial Report through the 9 months ended September 30, 2015

Date: November 4, 2015

In accordance with Chapter 55, Act 5, Section 3-1005, Illinois Compiled Statutes, the following Quarterly Financial Report of the financial operations of Champaign County through September 30, 2015 is presented.

This report presents actual revenues and expenditures as entered into the County's AS400 Accounting System through the close of the reporting period. Budgeted amounts listed come directly from the County AS400 Accounting System, and include amendments approved by the County Board during the fiscal year.

Champaign County maintains three major governmental funds that are presented individually in this report: the General Corporate Fund; Mental Health Fund; and the Regional Planning Commission Fund. The remaining governmental funds are considered "non-major". Also presented is the Nursing Home Fund, the County's sole Enterprise Fund.

Additionally, I have compiled data on various revenue and expenditure lines that may be of interest to County Board Members.

Should you have any questions, comments or requests for further data, please feel free to contact me.

Sincerely,

JOHN FARNEY
CHAMPAIGN COUNTY AUDITOR

JOHN FARNEY, CHAMPAIGN COUNTY AUDITOR
Champaign County Quarterly Financial Report
For the 9 months ending September 30, 2015

	<u>General Corporate Fund</u>		<u>Mental Health Fund</u>		<u>Regional Planning Commission Fund</u>		<u>Nursing Home Fund</u>	
	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to-Date Amounts</u>	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to-Date Amounts</u>	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to-Date Amounts</u>	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to-Date Amounts</u>
Revenues:								
Property Taxes	\$9,641,093	\$9,287,830	\$4,194,638	\$4,027,983	\$0	\$0	\$1,142,494	\$1,100,654
Public Safety Sales Tax	0	0	0	0	0	0	0	0
Intergovernmental Revenue	16,124,467	11,606,693	381,598	249,174	12,017,683	4,759,416	0	0
Charges for services	4,358,156	3,177,349	0	0	1,106,877	786,970	15,400,134	10,173,667
Fines & Forfeitures	1,037,075	727,374	0	0	0	0	0	0
Other revenues	4,513,835	2,890,290	75,700	161,696	688,392	225,767	31,300	38,381
Total Revenues	\$35,674,626	\$27,689,536	\$4,651,936	\$4,438,853	\$13,812,952	\$5,772,153	\$16,573,928	\$11,312,702
Expenditures:								
Personnel	\$24,835,000	\$19,014,088	\$507,118	\$348,351	\$5,592,353	\$2,726,408	\$10,057,182	\$5,951,526
Commodities	2,078,622	1,642,027	26,500	7,051	323,639	85,431	853,842	724,629
Services	7,162,749	5,396,047	3,936,818	2,712,325	7,386,696	2,817,324	5,168,929	4,043,555
Capital outlay	316,679	231,997	0	0	79,250	0	509,501	192,452
Transfers	955,985	47,569	0	0	426,045	161,230	317,665	56,245
Bond and debt service	552,330	133,615	80,000	0	0	0	7,000	2,974
Bad debt expense	0	0	0	0	0	0	0	0
Total Expenditures	\$35,901,365	\$26,465,343	\$4,550,436	\$3,067,727	\$13,807,983	\$5,790,393	\$16,914,119	\$10,971,381

NOTES:

- 1) Revenues and expenditures are reported using the cash basis.
- 2) This report is unaudited.
- 3) Fiscal year budgeted revenues and expenditures obtained from FY2015 County Budget as recorded in the County AS400 Accounting System.
- 4) All data subject to adjustment. Final FY2015 data will be reported in the Comprehensive Annual Financial Report

JOHN FARNEY, CHAMPAIGN COUNTY AUDITOR
Champaign County Quarterly Financial Report
For the 9 months ending September 30, 2015

	<u>Non-major Funds</u>		<u>Combined Funds</u>	
	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to- Date Amounts</u>	<u>Total Fiscal Year Budget</u>	<u>Actual Year-to- Date Amounts</u>
Revenues:				
Property Taxes	\$15,643,573	\$15,081,790	\$30,621,798	\$29,498,257
Public Safety Sales Tax	\$4,686,098	\$3,068,502	4,686,098	3,068,502
Intergovernmental Revenue	\$16,026,648	\$11,258,664	44,550,396	27,873,947
Charges for services	\$4,853,997	\$2,717,253	25,719,164	16,855,239
Fines & Forfeitures	\$56,450	\$67,664	1,093,525	795,038
Other revenues	\$11,750,793	\$8,096,505	17,060,020	11,412,639
Total Revenues	\$53,017,559	\$40,290,378	\$123,731,001	\$89,503,622
Expenditures:				
Personnel	\$25,429,920	\$18,311,261	\$66,421,573	\$46,351,634
Commodities	\$1,321,148	\$744,796	4,603,751	3,203,934
Services	\$15,873,167	\$13,181,156	39,528,359	28,150,407
Capital outlay	\$5,663,225	\$1,951,954	6,568,655	2,376,403
Transfers	\$1,400,020	\$691,589	3,099,715	956,633
Bond and debt service	\$5,175,190	\$879,257	5,814,520	1,015,846
Bad debt expense	\$120,500	\$0	120,500	0
Total Expenditures	\$54,983,170	\$35,760,013	\$126,157,073	\$82,054,857

NOTES:

- 1) Revenues and expenditures are reported using the cash basis.
- 2) This report is unaudited.
- 3) Fiscal year budgeted revenues and expenditures obtained from FY2015 County Budget as recorded in the County AS400 Accounting System.
- 4) All data subject to adjustment. Final FY2015 data will be reported in the Comprehensive Annual Financial Report

JOHN FARNEY, CHAMPAIGN COUNTY AUDITOR
Champaign County Quarterly Financial Report
For the 9 months ended September 30, 2015

**Fiscal Year to Date
Top 5 Revenue Lines
All Funds**

Revenue Source	FY 2014	FY 2015
Property Taxes - General Corporate	\$8,332,222	\$8,881,719
NH Care - Medicaid	3,933,935	4,700,232
Property Taxes - Mental Health Fund	3,934,337	5,212,999
HHS Head Start Grant	3,634,533	3,856,198
Property Taxes - Developmental Disability Fund	3,411,712	3,431,743

**Fiscal Year to Date
Top 5 Revenue Lines
General Corporate Fund Only**

Revenue Source	FY 2014	FY 2015
Property Taxes - General Corporate	\$8,332,222	\$8,881,719
1/4% Sales Tax (All County)	3,577,248	3,564,622
Income Tax	2,074,248	2,528,972
State Reimbursement	1,089,958	1,917,191
Circuit Clerk Fees	1,209,619	1,215,688

**Fiscal Year to Date
Top 5 Revenue Lines
Champaign County Nursing Home**

Revenue Source	FY 2014	FY 2015
NH Care - Medicaid	\$3,933,935	\$5,212,999
NH Care - Private Pay	3,542,972	2,436,366
Property Taxes - Nursing Home	1,066,403	1,100,654
NH Care - Private Insurance	731,372	785,715
NH Care - Medicare A	1,282,656	721,014

**Fiscal Year to Date
Accounts Payable
Monthly Warrants Paid**

Monthly Warrants Paid	FY 2014	FY2015
July	\$10,798,908	\$10,223,139
August	6,193,196	5,930,159
September	8,571,730	6,627,768

**Fiscal Year to Date
Top 5 Expenditure Lines
All Funds**

Expenditure	FY 2014	FY 2015
Reg. Full Time Employees	\$17,152,457	\$18,780,801
Health/Life Insurance	8,317,343	8,620,515
Contributions/Grants	6,524,781	6,731,921
Sheriff Full Time Employees	5,588,433	4,899,601
Professional Services	3,034,167	3,096,058

**Fiscal Year to Date
Top 5 Expenditure Lines
General Corporate Fund Only**

Expenditure	FY 2014	FY 2015
Regular Full Time Employees	\$8,697,003	\$9,726,494
Sheriff Full Time Employees	4,733,088	4,899,601
Health/Life Insurance	2,323,987	2,349,924
Document Stamps	600,000	765,000
Medical/Dental/Mental Health Services	581,071	648,968

**Fiscal Year to Date
Top 5 Expenditure Lines
Champaign County Nursing Home**

Expenditure	FY 2014	FY 2015
Regular Full Time Employees	\$2,644,232	\$2,945,641
Professional Services	1,485,378	1,287,064
Contract Nursing	483,366	719,264
Health/Life Insurance	615,568	609,453
No Benefit Full Time Employees	713,522	579,220

NOTES:

- 1) Revenues and expenditures are reported using the cash basis
- 2) This report is unaudited.

REQUEST FOR BUDGET TRANSFER
 NEEDING CHAMPAIGN COUNTY BOARD APPROVAL

BT NO. 15-00006

FUND 080 GENERAL CORPORATE

DEPARTMENT 020 AUDITOR

TO LINE ITEM:

FROM LINE ITEM:

NUMBER/TITLE	\$ AMOUNT	NUMBER/TITLE
080-020-533.07 PROFESSIONAL SERVICES	1,200.	080-020-511.05 TEMP. SALARIES & WAGES

EXPLANATION: ADDITIONAL FUNDS NEEDED TO CREATE ONLINE COUNTY CHECKBOOK.

DATE SUBMITTED: 10/26/15



AUTHORIZED SIGNATURE

APPROVED BY PARENT COMMITTEE:

DATE: _____

* PLEASE SIGN IN BLUE INK *

APPROVED BY BUDGET AND FINANCE COMMITTEE:

DATE: _____

FUND 080 GENERAL CORPORATE

DEPARTMENT 075 GENERAL COUNTY

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-075-533.92 CONTRIBUTIONS & GRANTS	125,057	125,057	150,057	25,000
TOTALS	125,057	125,057	150,057	25,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-075-331.38 JUST-JUS/MNT HTH CBTN PRG	0	0	25,000	25,000
TOTALS	0	0	25,000	25,000

EXPLANATION: PURSUANT TO COUNTY BOARD RESOLUTION 9170, THE COUNTY HAS BEEN AWARDED AND ACCEPTED THE DEPARTMENT OF JUSTICE \$150,000 MENTAL HEALTH COLLABORATION PROGRAM GRANT COVERING THE PERIOD FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2017. THIS BUDGET AMENDMENT IS TO REFLECT THE REVENUE AND EXPENDITURE FOR THIS GRANT FOR NOVEMBER AND DECEMBER 2015.

DATE SUBMITTED: 10-27-2015 AUTHORIZED SIGNATURE *Debra L. Busby* ** PLEASE SIGN IN BLUE INK **

APPROVED BY BUDGET & FINANCE COMMITTEE: _____ DATE: _____

**INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Pesotum (hereinafter "Village") for animal control services.

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

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village; and

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees, by and through the Department, to provide to the Village animal control services in accordance with Village ordinances.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.35 per capita. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This Agreement shall be effective when all the parties have signed it, which is determined by the latest date stated with the parties' signatures (the "Effective Date"). Either party may terminate this Agreement by providing the other party written notice at least thirty (30) days in advance of the intended termination date.
9. This Agreement may be amended only by a written document signed by the parties.
10. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
11. Any written notice that is required by this Agreement shall be sent by first class mail, return receipt requested, to:

Village President
 Village of Pesotum
 P.O. Box 200
 Pesotum, Illinois 61863

Champaign County Administrator
 1776 East Washington Street
 Urbana, Illinois 61802

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF PESOTUM
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 Village Attorney

By _____
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUNDMENT SERVICES**
(Village of Pesotum – County of Champaign)

THIS AGREEMENT is made and entered by and between the Village of Pesotum, an Illinois Municipal Corporation, (hereinafter referred to as "Village") and the County of Champaign, (hereinafter referred to as "County").

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

WHEREAS, the County proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, treatment of minor curable diseases, spaying/neutering, and euthanasia. Also, for the purposes of this agreement the term animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a "dangerous animal" under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Pesotum. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. The County is required to provide the services and other obligations in this agreement starting on the date its animal services facility opens or the date this agreement becomes effective, whichever date is later.

2. **Compliance With Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village responsible for the manner of operation or maintenance of the facilities.

3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the Village for such purposes. The Village shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.

4. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee

that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the Village or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period (5 business days for animal without identification and 7 business days for animal with identification); upon execution of an owner-relinquishment form of the animal's owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15th day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15th day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the Village of Pesotum, boarding dates, date of final

disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Indemnification.** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

13. **Duration; Termination.** This Agreement shall be effective when all the parties have signed it, which is determined by the latest date stated with the parties' signatures (the "Effective Date"). This Agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty (30) days prior to the annual renewal date, which shall occur annually on the anniversary of the Effective Date of this Agreement. Written notice shall be sent by first class mail, return receipt requested to:

Village President
Village of Pesotum
P.O. Box 200
Pesotum, Illinois 61863

Champaign County Administrator
1776 East Washington Street
Urbana, Illinois 61801

14. **Amendments.** This Agreement may be amended only by writing signed by both parties.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF PESOTUM
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Village Attorney

State's Attorney's Office

CB 2015-_____



October 23, 2015

Christopher Alix
Finance Committee—Champaign County Board
Brookens Administrative Center
1776 E. Washington Street
Urbana, IL 61802

RE: Acceptance and Signatures on Grant #213216

Dear Mr. Alix and Finance Committee members,

The Children's Advocacy Center requests that you accept and approve the above mentioned grant from the Illinois Criminal Justice Information Authority, and then forward a recommendation for its acceptance to the full county Board.

As in each year since 2002, this grant pays for part of the salary of our CAC Case Manager, and for crisis counseling services for our vulnerable young clients.

The Authority has offered us a grant of \$50,338.00 for the grant year July 1, 2015 through June 30, 2016. The matching funds of \$12,585 are covered by our annual allocation from the Illinois Attorney Generals' office.

Thank you for your time and consideration of this matter.

Sincerely,


Adelaide Aimé, MSW, LCSW
Executive Director



NATIONAL
CHILDREN'S
ALLIANCE®

ACCREDITED
MEMBER

Champaign County Children's Advocacy Center

201 W. Kenyon Road, Suite 1 • Champaign, IL 61820 • Phone: 217.384.1266 • Fax: 217.344.1214

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

Department: Children's Advocacy Center
Grant Funding Agency: Illinois Criminal Justice Information Authority
Amount of Grant: \$50,338
Begin/End Dates for Grant Period: July 1, 2015 through June 30, 2016
Additional Staffing to be Provided by Grant: none-pays for part of an existing position plus contractual services
Application Deadline: June 1, 2015
Parent Committee Approval of Application: Children's Advocacy Center Governing Board
Is this a new grant, or renewal or extension of an existing grant? renewal of existing grant
If renewal of existing grant, date grant was first obtained: 2002

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

If yes, please summarize the anticipated impact:

Does the implementation of this grant require additional office space for your department that is not provided by the grant? Yes No

If yes, please summarize the anticipated space need:

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

- The activity or service provided can be terminated in the event the grant revenues are discontinued.
- The activity should, or could be, assumed by County (or specific fund) general and recurring operating funds.

Departments are encouraged to seek additional sources or revenue to support the services prior to expiration of grant funding.

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

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

DATE: 10/23/15 SIGNED: Adelaide Orr, MSW, LCSW
Department Head

Application for & Acceptance of Grant Approval:

Approved by Finance Committee: _____
Approved by County Board: _____
Approved by Grant Executive Committee: _____

COUNTY OF CHAMPAIGN
FINANCIAL IMPACT STATEMENT

(To accompany Grant Applications or Appropriate Resolutions/Ordinances)

Current Year Annual Expenditure Estimate:

Number of Positions	<u>0.25 FTE (approx)</u>	Personnel \$ <u>8,000.00</u>
Commodities:	<u>\$⁰</u>	
Contractual:	<u>\$42,338.00</u>	
Capital:	<u>\$⁰</u>	

Long Term Expenditure Estimate:

We have been notified that this grant will be discontinued on June 30, 2016 and there will be an entirely new set of grant guidelines, allowable expenses, and amount per CAC. The new information has not yet been released, so at this point we have no idea what funding from this agency might look like.

Current Year Annual Revenue Estimate:

\$50,338 for this grant.

Long Term Revenue Estimate:

Unknown until new grant guidelines are released.

Approved by Finance Committee:

Date: _____

Approved by County Board:

Date: _____

COVER PAGE

PROGRAM TITLE:	Child Advocacy Center Services	
AGREEMENT NUMBER:	213216	
PREVIOUS AGREEMENT NUMBER(S):	202216, 204216, 205216, 207216, 208216, 209216, 210216, 211216, 212216	
ESTIMATED START DATE:	July 1, 2015	
SOURCES OF PROGRAM FUNDING:		
<i>Funds:</i> VOCA FFY 13	\$ Designated 50,338	Budgeted 50,337.73
<i>Matching Funds:</i>	\$ 12,585	12,585
<i>Over-Matching Funds:</i>	\$ 0	
Total:	\$ 62,923	\$62,922.73
IMPLEMENTING AGENCY'S NAME:	Champaign County on behalf of the Children's Advocacy Center	
ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):	1776 E. Washington St. Urbana, IL 61802-4578	
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Patsi Petry	
TITLE:	County Board Chairperson	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6006910	
IMPLEMENTING AGENCY'S DUNS NUMBER:	097322861	
IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:	6/02/16	
IMPLEMENTING AGENCY'S CAGE CODE:	4VB73	
IMPLEMENTING AGENCY'S FINANCIAL OFFICER:	Daniel Welch	
TITLE:	County Treasurer	
TELEPHONE:	(217) 384-3743	
PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.	Children's Advocacy Center of Champaign County	
PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):	201 W. Kenyon Road Champaign, IL 61820-7807	
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	Adelaide Aime	
TITLE:	Executive Director	
PROGRAM AGENCY'S DUNS NUMBER:	828835137	
PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:	6/11/16	
PROGRAM AGENCY'S CAGE CODE:	5EVU0	
FISCAL CONTACT PERSON:	Adelaide Aime	

AGENCY:	Children's Advocacy Center of Champaign County
TITLE:	Executive Director
TELEPHONE:	(217) 384-1266
FAX:	(217) 344-1214
E-MAIL:	aaime@co.champaign.il.us
PROGRAM CONTACT PERSON:	Adelaide Aime
TITLE:	Executive Director
TELEPHONE:	(217) 384-1266
FAX:	(217) 344-1214
E-MAIL:	aaime@co.champaign.il.us
IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):	Congressional District: 13th State Senate District: 52 State Representative District: 103
PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):	201 W. Kenyon Road Champaign, IL 61820-7807
PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):	Congressional District: 15th State Senate District: 52 State Representative District: 104
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:	No
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:	No
Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:	No
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION

INTERAGENCY AGREEMENT

Victims of Crime Act Victim Assistance Grant Program
Federal Fiscal Year 2013

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and, Champaign County on behalf of the Champaign County Children's Advocacy Center, hereinafter referred to as the "Implementing Agency," with its principal offices at 1776 E. Washington Street, Urbana, IL 61802-4578 for implementation of the Child Advocacy Center Services program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

WHEREAS, pursuant to the Victims of Crime Act, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from July 1, 2015 through June 30, 2016.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and

the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PAYMENT

The maximum amount of federal funds under this agreement is \$ 50,338 and is dependent on the expenditure of matching funds as described in this agreement and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 5. MATCH

The Implementing Agency certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

SECTION 6. NON-SUPPLANTATION

The Implementing Agency certifies that VOCA funds will not be used to supplant (replace) State or local funds.

VOCA funds must increase the amount that would otherwise be available to the Implementing Agency for the types of activities eligible for funding under the Victims of Crime Act.

SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

In administering the program described in Exhibit A the Implementing Agency agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if it has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;
- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Maintains statutorily required civil rights statistics on victims served by , national origin, sex, age, and disability, where such statistics are voluntarily provided by those receiving assistance, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- (i) Maintains confidentiality of client-counselor information, as required by State and federal law.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary

purpose of the presentation is to inform people about the VOCA funded project and available services.

The Implementing Agency certifies that it, and its subcontractors, shall comply with sections 1404(a)(2) and 1404(b)(1-2) of the Victims of Crime Act of 1984, 42 U.S.C. §10603(a)(2) and 42 U.S.C. § 10603(b)(1-2).

SECTION 8. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

SECTION 9. OBLIGATIONAL LIMITATION – AVAILABILITY OF APPROPRIATION

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

SECTION 10. FINANCIAL CAPABILITY

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 12. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel or its representatives, the Office of Chief Financial Officer or its representatives, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 13. CLOSEOUT REQUIREMENTS

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

SECTION 14. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the Generally Accepted Government Auditing Standards (GAGAS), General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period. Further, Implementing Agency understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of Office of Justice Programs (OJP) grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in this agreement and all other program activity.

The Authority, Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors. In addition, the Office of Victim of Crime and the Office of the Chief Financial Officer or their representatives shall have access to and right to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.

- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance. In addition, the Implementing Agency shall notify and submit for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

SECTION 16. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 17. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 18. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify,

defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 19. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 20. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 21. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Victims of Crime Act; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); and the Office of Justice Programs' Financial Guide (current edition).
- Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); Authority Federal Grant Financial Guidelines; and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.

- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office for Victims of Crime (OVC), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in this agreement.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVC, the Implementing Agency shall cooperate with OVC in any preparation by OVC of a national or program environmental assessment of that funded program or activity.

SECTION 23. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Office of Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVC in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the Implementing Agency has 50 or more employees, is receiving more than \$25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women. The plan shall be approved by the Office for Civil Rights.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification shall indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency acknowledges that failure to submit an acceptable EEO Plan, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time the Implementing Agency is in compliance.

SECTION 25. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency

agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

SECTION 26. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 27. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 28. LOBBYING CERTIFICATION

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this grant may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979; or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 30. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance

with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 31. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 32. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 33. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

SECTION 35. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 36. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the

dollar amount of federal funds for the project or program.

SECTION 37. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant #2013-VA-GX-0057, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

SECTION 38. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and listed below are correct:

Name: Champaign County

Taxpayer Identification Number: 37-6006910

Social Security Number

or

Employer Identification Number

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's

SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or healthcare services | <input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services |
| <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> Non-profit Corporation/ Tax Exempt |
| <input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt | <input type="checkbox"/> Other (Specify) _____ |

(Implementing Agency marking non-profit corporation/ tax exempt shall supply the Authority with a copy of their affirmation letter showing their 501(c)(3) status.)

SECTION 39. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2013-VA-GX-0057)
- Grant Award Year: Federal Fiscal Year 2013

SECTION 40. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 097322861

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

The Implementing Agency's SAM registration is valid until: 6/02/16

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: 4VB73

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with SAM. The acquisition of a DUNS number and registration with SAM database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

SECTION 41. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 42. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 43. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 44. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for

the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 45. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 46. COURT APPOINTED SPECIAL ADVOCATES

The Implementing Agency shall, on agreements that fund Court Appointed Special Advocates (CASA), ensure and provide documentation (i.e. time and attendance records) that any and all funds are utilized "solely" to benefit victims of crime. Therefore, VOCA funds shall be used to pay for only, that portion of the coordinator's time, which is devoted to supervision, training, etc. of those volunteers who provide direct services to child victims of physical and sexual abuse, criminal neglect and or abandonment.

SECTION 47. REPORTING GRANT IRREGULARITIES

The Implementing Agency shall promptly notify the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

The Implementing Agency shall inform any sub-recipient of the Authority's grant funds that the sub-recipient is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any sub-recipient. A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the implementing agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 48. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General
U.S. Department of Justice
Investigation Division
950 Pennsylvania Ave, N.W. Room 4706
Washington. D.C. 20530

E-mail: oig.hotline@usdoj.gov Phone: 1-800-869-4499 Fax: (202) 616-9881

More information is available from the DOJ OIG website at www.usdoj.gov/oig.

SECTION 49. USE OF FUNDS

Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

SECTION 50. PROHIBITED CONTRACTOR

The Implementing Agency understands and agrees that no funds will be contracted or subawarded to the Association of Community Organization of Reform Now (ACORN) or its subsidiaries without prior approval of the Authority.

SECTION 51. TEXT-MESSAGING WHILE DRIVING

The Authority encourages the Implementing Agency to adopt and enforce policies banning employees of the Implementing Agency or Program Agency and contractors or subcontractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

SECTION 52. VICTIM COMPENSATION AWARENESS

The Implementing Agency shall certify that victims are notified of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General. Notification is defined as simply advertising the Victim Compensation program through posters or brochures publicly displayed in the agency's office or by verbally making the victim aware of the program. This notification requirement does not apply to crisis services.

The Implementing Agency shall detail their method of notification in the Program Narrative/ Exhibit A.

SECTION 53. DUPLICATION OF FUNDING

The Implementing Agency agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this VOCA award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this VOCA award, the Implementing Agency will promptly notify, in writing, the Authority.

SECTION 54. HIGH-RISK GRANTEES

Implementing agency agrees to comply with any additional requirements that may be imposed during the grant performance period if the Authority determines that recipient is a high-risk grantee pursuant to 28 C.F.R. parts 66, 70.

SECTION 55. CONFERENCES AND TRAINING MATERIALS

The Implementing Agency agrees that any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at www.ojp.gov/funding/confcost.htm

The Implementing Agency agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

SECTION 56. RELIGIOUS AND MORAL BELIEFS OF STUDENTS

The Implementing Agency understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

SECTION 57. COMPUTER NETWORK

The Implementing Agency understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SECTION 58. CRIMINAL CONVICTIONS

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

SECTION 59. TIME KEEPING

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the Implementing Agency's time keeping procedures. The time keeping procedures must be approved by the Authority.
2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
 - Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
 - Account for the total activity for which each employee is compensated;
 - Be prepared monthly and coincide with one or more pay periods; and
 - Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority's monitoring and oversight responsibilities.

SECTION 60. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDING

The Implementing Agency certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The Implementing Agency shall notify the Authority if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If the Implementing Agency is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, the Authority may terminate this agreement at the Authority's discretion.

**SECTION 60.5 SPECIAL CONDITION FOR CONTRACTORS
(Applicable to independent contractors, not employees)**

If the contractor is selected through a sole source procurement and the payment rate exceeds \$400 for an 8 hour day, or exceeds \$50.00 per hour, the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor is selected through a sole source procurement and the payment rate is \$50.00 per hour or less, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

The Implementing Agency must submit copies of all contracts over \$25,000 that are the result of a sole source procurement that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.

SECTION 60.5 SPECIAL CONDITION FOR COUNSELOR TO CHILDREN VICTIMS OF SEXUAL ABUSE

- A. The Implementing Agency must submit a detailed job description and resumes, which outline staff responsibilities and qualifications. The following minimum qualifications are required of any VOCA or match supported staff person hired to provide counseling services to children and non-offending parents:
1. shall have a MSW or related degree; or a BSW or related degree and 3 years experience counseling with children;
 2. shall have completed the number of hours of specialized training required by the Implementing Agency's national/state accrediting association/coalition completed prior to the start of grant or within the first 3 months of the start of the contract;
 3. once obtaining the minimum number of required specialized training hours, in (2) above, shall acquire or maintain the minimum number of hours of continuing education required by the Implementing Agency's national accrediting association/coalition;

4. shall have the ability to communicate orally and in writing; and
 5. shall agree to a check of previous employment, and personal and professional references.
- B. VOCA or match supported personnel hired to provide such counseling must agree to a check of previous employment, personal and professional references; and, if required by law, a criminal background check, in accordance with applicable laws and regulations. The Implementing Agency must perform these checks as a condition of this interagency agreement.
- C. Counselors may participate in the Child Advocacy Center's multidisciplinary team, but cannot release fact finding information other than that mandated by law.
- D. The Implementing Agency shall have their contractual workers completed the number of hours of specialized training required by the Implementing Agency's national/state accrediting association/coalition completed prior to the start of grant.
- E. The Implementing Agency must provide a copy of the confidentiality plan regarding the VOCA-funded program that includes documentation regarding how:
- Client confidentiality rights are protected.
 - Confidentiality rights are explained/conveyed to the client.
 - Counseling records are kept confidential.
 - Contractor's counseling records are kept separate from records of, and not accessible by, the Child Advocacy Center.

SECTION 61. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

John Maki
Executive Director
Illinois Criminal Justice Information Authority
Date

I, Patsi Petry, County Board Chairperson, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 213216 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 213216 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Patsi Petry
County Board Chairperson
Champaign County
Date

I, Daniel Welch, County Treasurer, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 213216 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 213216 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Daniel Welch
County Treasurer
Champaign County
Date

I, Adelaide Aime, Executive Director, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 213216 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 213216 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Adelaide Aime
Executive Director
Champaign County Children's Advocacy Center
Date

**VICTIMS OF CRIME ACT
EXHIBIT A:
PROGRAM NARRATIVE
Standard Non-InfoNet Reporting**

I. Description of organization

1. Program Agency Name: Children's Advocacy Center of Champaign County
Mailing Address: 201 W. Kenyon Road, Champaign, IL 61820
Telephone number: (217) 384-1266

2. Please provide the following information for your VOCA program service area (attachments are acceptable).

A. List the county(ies) or municipality(ies) served by your VOCA program.
Champaign

B. Federal Congressional District number(s) 13

C. State Senatorial District number(s) 52

D. State Representative District number(s) 103

These districts can be found by visiting the Illinois State Board of Elections website.

Type of program agency (Check one)

A. Criminal justice government*

- | | |
|--|--|
| <input type="checkbox"/> Law Enforcement | <input type="checkbox"/> Court |
| <input type="checkbox"/> Prosecution | <input type="checkbox"/> Corrections |
| <input type="checkbox"/> Probation | <input type="checkbox"/> Other (specify) _____ |

B. Non-criminal justice government

- | | |
|---|---|
| <input type="checkbox"/> Social Services | <input type="checkbox"/> Hospital |
| <input type="checkbox"/> Mental Health | <input type="checkbox"/> Public Housing |
| <input checked="" type="checkbox"/> Other (specify) <u>Children's Advocacy Center</u> | |

C. Private: Non-profit

- | | |
|---|---|
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Shelter |
| <input type="checkbox"/> Rape Crisis | <input type="checkbox"/> Mental Health |
| <input type="checkbox"/> Religious Organization | <input type="checkbox"/> Other (specify): _____ |

D. Other: Describe _____

*If your agency is a governmental unit, such as law enforcement or prosecution, please provide a short description of how the activities described within this application have been coordinated with the victim service providers in the community served. Include letters of support from all agencies listed as part of the application.

Victim advocacy services are provided to child victims and their non-offending family members by the Case Manager, the Crisis Counselors, and other area advocacy programs. Those services include assistance with obtaining protective orders, legal advocacy, housing, public assistance, domestic violence intervention, and transportation. Community-based programs providing advocacy services include, but are not limited to: Courage Connection, Rape Advocacy, Counseling and Education Services (R.A.C.E.S.), and the Victim Advocacy Program of the Champaign County State's Attorney's Office. The CAC Case Manager and the Crisis Counselors maintain information on community-based advocacy services and make that information available to clients receiving services from the Children's Advocacy Center.

All cases resulting in criminal prosecution receive services through the Victim Advocacy Program of the

Champaign County State's Attorney's Office. Advocates schedule meetings to familiarize the victim with the criminal court process in order to make court proceedings more understandable and less frightening to children and their families. These meetings can be held at the CAC and may also include tours of the courthouse facilities, including the courtroom where the child may be called upon to testify. Advocates also accompany children and their families to hearings, providing support, advocacy and guidance throughout all consequent legal proceedings. The Victim Advocacy Program also identifies and refers victims to appropriate community-based services and develops and distributes informational brochures for use by crime victims.

If your agency is not able to coordinate these activities with a victim service agency please explain why.

3. Purpose of VOCA funds: (select one)

- Start a new victim services project
- Continue a VOCA funded victim project funded in a previous year
- Expand or Enhance an existing project not funded by VOCA in a previous year.
- Technology

4.

Crime Victim Assistance Funds Awarded: 50,338
Grant Number:

Project Begin Date: 7/1/15
Project End Date: 6/30/16

5. These VOCA funds will primarily be used to: (check one)

- Expand services into a new geographic area
- Offer new types of services
- Serve additional victim populations
- Continue existing services to crime victims
- Other (specify)

6. For this victims' services program indicate the number of VOCA funded paid staff, full-time equivalent** (FTE) 0.73

** FTE is the program full time equivalent total listed in Question 3a in the Summary of Program Section.

7. Volunteers used in any capacity throughout your agency should be counted and reported.

Does your organization use volunteers?

- Yes – complete part A & B
- No – complete the volunteer waiver certification included in the continuation packet.

A. How many Full-time Equivalent (FTE) volunteer staff are used by your agency as a whole, not just the VOCA funded program?

0.10

B. What activities do they perform?

This past year we hosted several interns from the University of Illinois at Urbana-Champaign. They assisted our Case Manager and also facilitated a Girls' Empowerment Group.

8. Identify the amount of the VOCA-Funds allocated to serve victims accordingly.

ALL GENERAL CRIME

\$

OR

Child Abuse (includes child sex abuse)	\$ 50,338
Domestic violence	\$
Sexual assault	\$
Underserved	
DUI/DWI crashes	\$
Survivors of homicide victims	\$
Assault and/or Battery	\$
Adults molested as children	\$
Elder abuse	\$
Robbery	\$
Other violent crime (specify)	\$
TOTAL (should match question #4.)	\$

9. Sub-grant Match (financial support from other sources for this program):

Value of In Kind Match	\$
Cash Match	\$ 12,585.00
Total	\$ 12,585.00

10. Please provide the total amounts of funding allocated to All Victim Services based on your agency's current fiscal year budget:

Other Federal funds (excluding these VOCA funds)	\$ 9,000
VOCA funds (award amount)	\$ 50,338
State	\$ 81,466
Local	\$ 44,280
Other	\$ 4,011

This agency certifies that it receives over \$500,000 in federal funds agency wide and it is required to have an A-133 Audit.

11. Identify the victims to be served through this VOCA-Funded project (include match funded activities) by checking the type of crime(s) At least one must be selected.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Child Physical Abuse | <input type="checkbox"/> Adults molested as children |
| <input checked="" type="checkbox"/> Child Sexual Abuse | <input type="checkbox"/> Survivors of homicide victims |
| <input type="checkbox"/> DUI/DWI Crashes | <input type="checkbox"/> Robbery |
| <input type="checkbox"/> Domestic Violence | <input type="checkbox"/> Assault |
| <input type="checkbox"/> Adult Sexual Assault | <input type="checkbox"/> Other Violent Crimes (specify) |
| <input type="checkbox"/> Elder Abuse | <input type="checkbox"/> Other (Specify) child witness to crimes |

12. Check the services to be provided by this VOCA – funded project. **Check all that apply**

- | | |
|--|---|
| <input checked="" type="checkbox"/> Crisis Counseling | <input type="checkbox"/> Criminal Justice Support/Advocacy |
| <input checked="" type="checkbox"/> Follow Up Contact | <input type="checkbox"/> Emergency Financial Assistance |
| <input type="checkbox"/> Therapy | <input type="checkbox"/> Emergency Legal Advocacy |
| <input checked="" type="checkbox"/> Group Treatment | <input checked="" type="checkbox"/> X Assistance in Filling Compensation Claims* |
| <input type="checkbox"/> Crisis Hotline Counseling | <input checked="" type="checkbox"/> Personal Advocacy |
| <input type="checkbox"/> Shelter/Safe House | <input checked="" type="checkbox"/> Telephone Contacts (Information and Referral) |
| <input checked="" type="checkbox"/> Information and Referral (In person) | <input type="checkbox"/> Other (Specify) |

*Assistance in filling compensation claims is **MANDATORY**

II. Summary of organization

In this section, we are trying to gain a general sense of your organization's activities, NOT solely the program for which you are seeking VOCA funds.

1. Please provide a *brief* description of your entire organization, including details of different units and staffing.

The Children's Advocacy Center of Champaign County (the "Center" or "CAC") coordinates a timely, comprehensive and multidisciplinary response to allegations of sexual assault and serious physical abuse of minors under age 18 who live in, have lived in, or who are currently located in Champaign County, in a safe, agency-neutral, child-focused setting. The CAC facilitates forensic interviews of children who may be victims of sexual assault or serious physical abuse, offers referrals for medical treatment and support services to children and their families, and assists with any consequent legal proceedings in order to protect and support victimized children and their families.

2. Besides the services funded through this VOCA grant, what (if any) other victim services does your agency provide? Include examples of how these services are coordinated with the VOCA funded activities.

From its facilities at 201 W. Kenyon Road in Champaign, the Children's Advocacy Center of Champaign County provides a safe, agency-neutral space for the investigation and coordination of services for victims of child sexual abuse and serious physical abuse. These services are designed to facilitate joint investigations, reduce the trauma of repeated victim interviews, and initiate victim and family healing. While referrals to the CAC can come from any number of sources, investigations can only be initiated by law enforcement agencies and/or the Illinois Department of Children and Family Services. The Children's Advocacy Center is available 24 hours per day, 7 days per week in order to facilitate investigations and to initiate the service provision process. Center staff can be reached by pager after normal business hours.

In addition to providing free and comprehensive case management and crisis counseling services, the Children's Advocacy Center assists in scheduling specialized medical evaluations; offers Girls' Empowerment Groups; maintains a comprehensive tracking system to receive and coordinate information concerning child sexual assault and serious physical abuse; coordinates monthly Multidisciplinary Team case review meetings and conducts other periodic reviews of open cases to ensure that victims and their families are receiving adequate support and appropriate community services; coordinates and facilitates local and regional peer review for professionals who conduct child forensic interviews; participates in and coordinates community education and prevention services; and facilitates and funds, whenever possible, specialized training for personnel from local law enforcement departments, child welfare agencies, and social service providers.

The victim services offered by the Children's Advocacy Center are coordinated by the Case Manager and Crisis Counselors, all of whom engage in VOCA-funded activities. While the child is being interviewed, the Case Manager is charged with gathering information from parents/caregivers for a comprehensive child/family needs assessment.

Our CAC-Based Child Forensic Interviewer conducts child interviews at the request of investigators from law enforcement and child protective services. Providing a Child Forensic Interviewer at our Center allows the investigators to focus more intently on the content of the interview, rather than having to conduct the interview themselves. In addition, our Forensic Interviewer is up-to-date on the most recent techniques and approaches in the field of child

forensic interviewing.

3. Please indicate the total number of staff dedicated to all victim services at your organization, not just this VOCA funded program.

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	2
Number of managerial staff	1
Number of administrative support staff	0

4. Does this program make a special effort to target any un-served or underserved populations?

- Yes – check all un-served/underserved populations being targeted
 No – skip to Section III

- | | |
|--|--|
| <input type="checkbox"/> American Indian | <input type="checkbox"/> Lesbian, gay, bisexual, transgender |
| <input type="checkbox"/> Asian | <input type="checkbox"/> People with disabilities |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Limited English proficiency |
| <input type="checkbox"/> Elderly | <input type="checkbox"/> Mental health issues |
| <input type="checkbox"/> Hispanic or Latino | <input type="checkbox"/> Substance abuse issues |
| <input type="checkbox"/> Homeless or living in poverty | <input type="checkbox"/> Rural areas |
| <input type="checkbox"/> Immigrants, refugees, or asylum seekers | <input checked="" type="checkbox"/> Children |
| <input type="checkbox"/> Other (specify): _____ | |

III. Summary of Program

This section will help us understand the program for which you are seeking VOCA funds. This must include all direct services to be provided to crime victims with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

1. Description of program: Please provide a description of your VOCA funded program. Include information on any efforts to target underserved victim populations listed above that are served by this program, such as minority, elderly or disabled populations.

Crisis Counseling: This program provides child victims and their non-offending family members with immediate, short-term crisis counseling and support to reduce the severity of the crisis following a report of child sexual assault or serious physical abuse. VOCA-funded services are not provided to offenders. The Children's Advocacy Center currently contracts with three licensed therapists, one of whom is Spanish-speaking, to provide crisis counseling services to our clients.

Crisis counseling provides victims with a sense of safety and security, allows them the chance for venting and validation, and gives them accurate information and preparation for the future. Crisis services include: crisis needs assessments for child victims and their non-offending family members; crisis counseling and emotional support in the short-term; education, information and referral; and linkage to long-term treatment when appropriate. The Crisis Counselors also participate in Multidisciplinary Team case review meetings. In most cases, crisis counseling services are provided for the period of 6-8 weeks following the forensic interview, or until the client has been linked with long-term mental health services if needed.

Case Management Services: The Case Manager provides comprehensive case management services which include: conducting a child/family needs assessment with victims and families, identifying areas that are concerning or need follow-up, making appropriate referrals for these services, providing ongoing support and information, assessing progress in securing appropriate services, assisting with consequent legal proceedings, facilitating follow-up interviews, and participating in pre-and post-interview case debriefings and Multidisciplinary Team case review meetings.

2. Who oversees this program? Please include position titles and duties. (Do not include personal information.)

The Executive Director oversees the daily operations of the Children's Advocacy Center and directs the administrative functions of the agency to ensure the provision of a coordinated, timely, comprehensive and multidisciplinary response to allegations of child sexual and serious physical abuse in a safe, agency-neutral, child-focused setting.

3. Staff

- a. Report staff by title. Include employees who are part-time and/or only partially funded with this grant as well as program funded consultants/contractors. Include employees who are funded with any required grant match. Report all FTEs in decimals, not percentages and report in terms of total time at the agency and time spent on the program.

Title of Staff Person	Agency Full Time Equivalent*	% time on VOCA funded program	Program Full Time Equivalent**
<i>Example: Advocate</i>	.50	100	.5

<i>Example: Counselor</i>	.75	50	.375
Case Manager	1.0	.54	.54
Crisis Counselor (contractual)	.07	100	.07
Crisis Counselor (contractual)	.07	100	.07
Crisis Counselor/Spanish-Speaking (contractual)	.05	100	.05
TOTAL(should equal #6 in Section I Description of Organization)	1.19	N/A	.73

*Agency FTE is calculated by the number of total hours worked in a week divided by the average work week for your organization.

** Program FTE is calculated by Agency FTE times the time on the program.

- b. What are the primary qualifications (e.g. education, language skills etc.) of program-funded staff?

Crisis Counselors: Qualifications include a masters-level degree leading to licensure eligibility in Illinois, Bachelor's of Social Work and three years of experience counseling children who have been sexually abused children. Masters-level training is preferred. Additional qualifications include:

- The ability to communicate orally and in writing;
- Experience working with children and families in crisis, preferably those who have been impacted by sexual or serious physical abuse;
- 40 hours of specialized, trauma-focused mental health training, within the first six (6) months of association with the Children's Advocacy Center, or demonstration of relevant experience prior to association;
- Ongoing education in the field of child abuse consisting of a minimum of eight (8) contact hours per year;
- Experience collaborating with local service providers; and
- Any required licensure.

Case Manager: Qualifications include a Bachelor's degree from a four-year college or university and a major in social work or a related field. Previous experience working in human services and/or criminal justice is preferred, as is experience working with abused children..

- c. Please attach an updated job description for each position including duties and qualifications. **If this position is not 100% VOCA-funded, asterisk the duties that apply to this program on the job description.**

Victims Compensation Program

As a condition of receiving VOCA funds the Office on Victims of Crime (OVC) mandates that programs receiving VOCA funds must notify* all victims of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General.

4. Please explain how your agency informs victims of the VOCA Victims' Compensation program.

The Children's Advocacy Center of Champaign County displays on the conference room wall a poster explaining financial assistance for victims of violent crime. The poster, obtained from the Office of the Attorney general, is visible to all families visiting the Children's Advocacy

Center and includes a toll free telephone number for the Crime Victims Services Division of the Illinois Attorney General's Office. As part of our intake process, the Case Manager also provides parents with Fact Sheets about Crime Victims Compensation, including answers to frequently asked questions by sexual assault and sexual abuse victims.

In addition, the Case Manager provides families with applications for financial assistance available through the Crime Victims Compensation Fund, and assists families with completing and filing those applications.

*Notification is defined as simply advertising the Victims' Compensation program through posters or brochures publicly visible in the agency's office. Other options include: providing information and referrals concerning the program and assistance with the application.

IV. Statement of Problem

This section will help us understand why your program is important to crime victims that come into contact with your agency as well as the community you serve. This section should document the problem(s) the organization continues to face and justify a need for continued funding.

1. Use the table below to identify the crime(s) this program will target and provide three years of county level data for your service area. If your program does not target a specific type of crime please include **the three highest crime rates for the victims this program serves** for the jurisdiction your program serves. Data for Index offenses are available on the Illinois Criminal Justice Information Authority's (ICJIA) website or the publication, *Crime in Illinois*, produced by the Illinois State Police (ISP).

2009-2011

Type of crime: Crimes Against Children			Type of crime:			Type of crime:		
2009	2010	2011	2009	2010	2011	2009	2010	2011
884	774	649	1930					

* If multiple counties are served by your VOCA funded program please list the counties served here, and accumulate the crime numbers above.

2. What is the problem(s) your VOCA funded program has identified through its contact with the victim population served that **this program** addresses? (*What do crime victims need that they would not get if not for the services provided through this program?*)

Crisis Counseling: The problem identified by the non-offending parents/caregivers of our young victims is the lack of immediate, low- or no-cost short-term counseling services designed to address the needs of child victims following a report of child sexual or serious physical abuse. This problem was acutely evident while the CAC was restructuring the crisis intervention services program (October 2009-March 2010). During that time, the CAC Case Manager attempted to link clients with existing community-based mental health services. Unfortunately, we found that those services are limited, especially for those clients who rely on Medicaid for payment, and oftentimes involved wait times of several months.

The crisis counseling services program allows us to eliminate this gap in services by providing a qualified, trained specialist who offers in-person, individual, crisis counseling services to child

victims and their non-offending family members. The period following the report of child sexual abuse often turns lives upside down; along with the emotional impact, there can be tangible challenges such as sudden homelessness, loss of income, sudden need for day care, large medical bills. Even for those clients who possess adequate financial resources to pay for counseling services, those services are not always immediately available.

Making crisis services available immediately and at no cost to clients is critical to meeting our goal of initiating victim and family healing as soon as possible. Without the crisis counseling program, many of our clients would not have received the services or would have experienced a lengthy delay before the onset of services.

Case Management Services: The CAC Case Manager is a dedicated advocate for child victims and their non-offending family members and helps them wade through the often overwhelming and complicated legal and social service systems. The fact that users of the Center can count on a supportive and knowledgeable CAC staffer to facilitate interviews at the Center and the assurance that clients will receive appropriate follow-up services is crucial to the continued support of the CAC by its partners on the Multidisciplinary Team and in the community. Anecdotal information gathered through periodic surveys of CAC clients and Team members indicates a continuing high level of satisfaction with the services provided by the CAC and its staff.

3. Use the space below to provide any anecdotal information based on the experiences of agency staff or other sources within your jurisdiction that may highlight the crime(s) and victims served through this program. *Please do not use names or any other information that would identify a specific victim.*

One of our VOCA-funded clinicians, Joanna Kling, M.Ed, LCPC, submitted the following case anecdote:

The child was referred to the Children's Advocacy Center in January of 2015. A. is a 12 year-old African-American female who lives with her mother and younger siblings. This child was sexually abused by a family member in 2010.

A.'s mother called the CAC due to behavior related to her history of sexual abuse. She was suspended and eventually expelled from her middle school for bringing knives to school. A. did not have a history of violent behavior or of any discipline problems prior to this incident. She stated she brought the knives to school because the city bus she took went past the offender's house and she was scared she would see him. A. stated she was having anxiety and nightmares about the offender.

Once she was expelled from school some of A.'s anxiety decreased because she now did not have to ride the bus past the offender's house. She now attends an alternative school and has done very well there. She states that she feels better since attending the alternative school.

In counseling we have discussed coping strategies to manage her anxiety. A. likes to sing which is a way for her to express her emotions. She also likes to write and to spend time with both grandmothers.

A. does not need to attend counseling as frequently now and will be tapering off her sessions as she is doing well.

Our VOCA-funded Case Manager, Elaine Mitchell, submitted the following case anecdote:

My practice has always been not to acknowledge clients in public unless they want contact. Recently, while visiting a local park , two girls (pre-teen sisters) who are previous clients recognized me and began to engage in conversation, talking laughing and telling me how they were doing; one in art program, and the other on a soccer team. There was an immediate connection that only comes from shared meaningful experiences. As we parted with hugs one of the sisters turned and said “the CAC made us feel special and we won’t forget! I continue to be amazed and inspired by their resilience and strength and if all we do is make them feel special and valued we’ve accomplished a lot.

V. Goals and Objectives

This section provides an overview of your program's accomplishments during the current performance period, and also helps us learn about what helped or hindered your program during this time. *(This section should provide guidance as to whether objectives or program strategies should be modified for the upcoming year.)*

A universal goal was developed for your current grant program. Please indicate the goal that was chosen for your current performance period.

Goal: To provide direct services to (check one) for the purpose of alleviating trauma and suffering incurred from victimization.

- All crime victims
 Children
 (Sub-population of crime victims. This should match the crime(s) indicated in Section: IV)

If completing this section prior to the end of the program performance period please estimate.

(Objective) Service Provided	Number identified from prior performance period.	Number of clients that actually received this service.*	Objective met?*\nYes or No	Number for upcoming performance period.
a. Crisis Counseling	60	59	N	55
b. Follow Up Contact	550	471	N	450
c. Therapy				
d. Group Treatment				
e. Crisis Hotline Counseling				
f. Shelter/Safe House				
g. Information and Referral (In person)				
h. Criminal Justice Support / Advocacy				
i. Emergency Financial Assistance				
j. Emergency Legal Advocacy				
k. Personal Advocacy	275	212	N	200
l. Telephone Contacts (Information and Referral)	150	182	Y	150
m. Other (specify):				
n. Other (specify):				

*If you did not meet the objective(s) listed above, please detail each objective not met.

Although our numbers of young clients have been running at 20% above historical levels, we have had a dip in the length of time children and youth remain engaged in services, mostly due to earlier disposition of the criminal justice side of our work--offenders pleading guilty rather than going

through the lengthier process of a jury trial. Because the children and families are done with services earlier, they do not need as many contacts/services from our CAC Case Manager.

1. What were the successes of your program during the current performance period? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Do not use names or other information that would identify a specific victim.*

Although we consider our program a success if all we do is allow the child to tell their story in a safe place, we understand that it is important to be evaluative about new or amended services. One of the notable successes this program year has been the complete redesign of our group service for middle-schools girls. We instituted a new program called "I am #Flawless: A Girls' Empowerment Group". While the group services were delivered by non-staff members (local university interns) the program was designed and implemented by our VOCA-funded staffer Elaine Mitchell. She also made all the recruiting phone calls to parents of the middle-school-aged group members, and did follow-up as the group progressed. Subjects covered during this research-based intervention included safe relationships, healthy body image, self-esteem, and various other topics. In the future we plan to offer this group yearly--both at our facility, and another site or two in town.

One of the pluses we see in this new conceptualization is that the focus of the sessions was not on the aftermath of the victimization, but on experiences that all middle-school aged girls need to learn to navigate. In fact, although all of the girls had some "at-risk" life factors, a few of them had not been clients of our Center and as far as we know had not been sexually or physically abused. Parents of the girls praised the program highly.

2. What barriers did you experience in implementing your program during the current performance period? How did you respond to them? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Please do not use names or other information that would identify a specific victim or a particular person.*

Along with the obvious challenges of adequate funding, we have found an increase in the needs of children and youth who have a parent convicted of child pornography. In our local cases none of the children had been the subject of any of the pornographic images, but they are victimized in other ways that are not always considered. Often the crime will have been reported in the local newspaper, making the children the targets of teasing or bullying. In addition, because the pornographic parent becomes a registered sex offender, the children may have to cease contact with that parent, handing them a loss similar to the death of that parent. So the child's needs are complex and urgent, yet they may not be considered a "crime victim" in the traditional sense. With the rising incident of internet porn, we are changing our agency Protocols so that these children and youth can get the support they need.

The other ongoing concern is that the county directly north of us (Ford County) has no CAC coverage; children who need to be interviewed regarding allegations of sexual abuse often are questioned in the sheriff's office or city police department, and there is no follow-up case management or counseling services for these victimized children and youth. I have started the process of talking with stakeholders in order to begin providing coverage to these children in need and their families.

3. Is there anything else you would like us to know based on your experiences with the current performance period? If so, please describe here.

No.

VI. Program Implementation

The problem statement describes the issue(s) to be addressed in the following year. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant as well as match funded activities** will be implemented in clear, logical detail and should explain how your program will achieve its goals and objectives and work to resolve the issues addressed.

1. Please describe the specific activities each staff member (federal and match funded) under **this program** will provide to crime victims and explain how those activities benefit your target population.

Crisis Counseling: Counselors assigned to this project will ensure that child victims and their non-offending family members or significant others receive immediate, short-term services and support to reduce the severity of the crisis. The Crisis Counselors will provide the victims and their families with needs assessment short-term crisis counseling designed to address the immediate effects and to reduce the severity of the crisis both for the victims and their families; emotional support and psycho-educational information on behaviors and reaction to victimization, and strategies for appropriate parental intervention and support. In most cases, crisis counseling services will be provided for a period of approximately 6-8 weeks following the forensic interview, or until the client is linked with long-term mental health services as needed.

Crisis counseling services benefit the target population by ensuring that children and their families can begin the healing and recovery process with minimal, if any, delay and without the need to endure a lengthy wait time before help begins.

Case Management Services: The CAC Case Manager will provide comprehensive case management services which include conducting a child and family needs assessment, identifying areas of concern; making appropriate referrals for needed services; identifying community resources for victims and families; providing ongoing support; assessing progress in securing appropriate services; assisting with consequent legal proceedings; facilitating follow up-interviews; and participating in pre- and post-interview case debriefings and Multidisciplinary Team Case Review meetings.

By working with local service providers to facilitate investigations, making medical and social service referrals, and assisting with consequent legal proceedings, the CAC Case Manager helps to support child victims of sexual and serious physical abuse and their non-offending family members. The CAC Case Manager serves as a single point of contact for clients as they attempt to navigate the oftentimes confusing legal and social service systems and ensures that children and families receive the critical help they need as soon as possible.

2. Explain how the issues or barriers to the implementation of the program that you listed above in Section V, question 2, will be addressed during the new program period?

In order to begin to serve the children of those convicted of child pornography, we are in the process of changing our Center Protocol to identify these children as among the groups we will serve long-term.

Regarding CAC coverage for Ford County, a stakeholders meeting will be held in the first quarter of this fiscal year. In the past I've been told that DCFS would increase our grant to provide coverage for another county, but with the budget crisis in Springfield still unresolved it is unknown whether that money will still be available. Time will tell.

3. What training needs have you identified for the staff funded under this program?

Our investigators have requested training in two specific areas: the needs of refugees, and the legal status of teen "sexting".

4. How will you address those training needs? If unable to address those needs, please explain why.

I have identified a local expert in each of these subjects and plan to offer a "lunch and learn" for each topic over this fiscal year.

5. If VOCA funds were not available, has your organization developed a plan for the continuation of this program? Please explain.

No. VOCA funds are the only support for our counseling services, and we have not identified an alternate source of funding.

VII. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the VOCA funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Activity	Month Begun	Month Completed	Personnel Responsible	Frequency
<i>Example: Distribute Brochures</i>	<i>Month 1</i>	<i>Ongoing</i>	<i>Volunteers</i>	<i>As needed</i>
<i>Example: Hire Medical Advocate</i>	<i>Month 1</i>	<i>Month 2</i>	<i>Coordinator</i>	<i>N/A</i>
<i>Example: Provide Support Groups</i>	<i>Month 2</i>	<i>Month 12</i>	<i>Advocate</i>	<i>Weekly</i>
Provide Crisis Counseling services	Month 1	Ongoing	Crisis counselor	As needed
Provide Crisis Counseling in Spanish	Month 1	Ongoing	Spanish-speaking Crisis counselor	As needed
Provide Information and Referral (in-person)	Month 1	Ongoing	Case Manager	As needed
Provide Personal Advocacy	Month 1	Ongoing	Case Manager	As needed
Provide Telephone Information and Referral Services	Month 1	Ongoing	Case Manager	As needed
Explore Feasibility of providing CAC services to Ford County, IL	Month 1	Month 12	Executive Director	As needed

Champaign County Job Description

Job Title: Crisis Counselor-Contractual
Department: Children's Advocacy Center
Reports To: Executive Director
Prepared Date: November, 2009

SUMMARY Provide immediate, short-term crisis counseling and support to child victims of sexual assault and serious physical abuse and their non-offending family members to reduce the severity of the crisis.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

*Perform crisis intervention assessments for child victims and their non-offending family members.

*Respond to requests for crisis intervention counseling within 72 hours of referral.

*Provide short-term crisis counseling and emotional support.

*Provide education and information to child victims and their non-offending family members, including information about behaviors exhibited by victimized children and strategies for appropriate parental intervention and support.

*Identification of, referrals to, and linkage with all necessary and appropriate mental health services for child victims and their non-offending family members.

*Attend meetings, staffings and case reviews at various locations and advocate for clients and their families.

*Maintain an awareness and understanding of current and emerging local, State, and national issues and resources related to childhood sexual and serious physical abuse through trainings and education.

*Maintain counseling records and provide assistance with appropriate documentation. Counseling records are kept separate from the records of the Children's Advocacy Center and are not accessible by the Children's Advocacy Center unless specifically authorized by the child's parent/guardian.

SUPERVISORY RESPONSIBILITIES None.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are

representative of the knowledge, skill, and/or ability required.

EDUCATION and/or EXPERIENCE Master's of Social Work or related degree from an accredited college or university, or a Bachelor's of Social Work or related degree and three years' experience counseling with sexually abused children. A Master's Degree is preferred. Licensure as a Licensed Clinical Social Worker (LCSW) or Licensed Clinical Professional Counselor (LCPC) is recommended. Additional qualifications include:

- Experience working with children and families in crisis, preferably those who have been impacted by sexual or serious physical abuse;
- Training in working with child victims of sexual and serious physical abuse and their non-offending family members including completion of 60 hours of specialized training in child sexual abuse and related issues within 3 months of the start of the Contract;
- Prior experience collaborating with local service providers.

LANGUAGE SKILLS Ability to read and interpret documents such as law enforcement reports, government or agency regulations and legal interpretations. Ability to write reports and business correspondence. Ability to speak effectively before individuals, public groups and employees of the organization.

MATHEMATICAL SKILLS Ability to calculate figures and amounts such as discounts, interest, commissions, proportions and percentages.

REASONING ABILITY Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS Possess and maintain relevant licensure, professional liability insurance and commercial property insurance, as required. In addition, pass a thorough background/screening check, including a criminal history check approved by the Executive Director.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle or feel; reach with hands and arms; and talk; or hear. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and distance vision.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the primary functions of this job. Normal office conditions. Occasionally may do home or on-site visits. The noise level in the work environment is usually moderate.

Champaign County Job Description

Job Title: Case Manager
Department: Children's Advocacy Center
Reports To: Executive Director
FLSA Status: Exempt
Grade Range: G
Prepared Date: August, 2009

SUMMARY Works through local agency and service providers to facilitate investigations, medical and treatment referrals, and ongoing legal proceedings to support child victims of sexual and serious physical abuse and their families.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Works with agencies and service providers to facilitate case coordination and information sharing.

Refers child victims and their families to appropriate community agencies such as crisis intervention; legal advocacy; counseling agencies for medical, mental, physical, social and educational needs.

Maintains case records and provides assistance with appropriate documentation.

Works closely with law enforcement agencies, schools, health, and welfare agencies.

Assists with prevention/education curriculum development and presentations.

SUPERVISORY RESPONSIBILITIES May provide some direct supervision to interns and volunteers.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION and/or EXPERIENCE Bachelor's degree (B.A.) from a four-year college or university and a major in social work or a related field. Previous experience in criminal justice, human services and professional training in child abuse is recommended.

LANGUAGE SKILLS Ability to read and interpret documents such as law enforcement reports, government or agency regulations and legal interpretations. Ability to write reports and business correspondence. Ability to speak effectively before individuals, public groups and

employees of the organization.

MATHEMATICAL SKILLS Ability to calculate figures and amounts such as discounts, interest, commissions, proportions and percentages.

REASONING ABILITY Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS As required.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle or feel; reach with hands and arms; and talk; or hear. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and distance vision.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the primary functions of this job. Normal office conditions. Occasionally will do home or on-site visits. The noise level in the work environment is usually moderate.

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

Implementing Agency: **Children's Advocacy Center of Champaign County**
 Agreement #: **213216**

	<u>SOURCE</u>	<u>AMOUNT</u>	<u>Budget</u>
Federal Amount:	Grant Fund:VOCA FFY: 13	\$50,338	\$ 50,337.73
		Subtotal:	\$50,338 \$ 50,337.73
Match:	Children's Advocacy Center of Champaign County	\$12,585	\$ 12,585.00
		Subtotal:	\$12,585 \$ 12,585.00
Over Match:		\$0	
		Subtotal:	\$0
	GRAND TOTAL	\$62,923	\$ 62,922.73

<u>EQUIPMENT</u> <u>Item</u>	<u>Cost per Unit</u>	<u># of Units</u>	<u>Pro-rated</u> <u>Share</u>	<u>Federal</u> <u>Amount</u>	<u>Match</u> <u>Contribution</u>	<u>Total Cost</u>
None	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -

* For Equipment Budgets over \$5000, the Authority must be notified prior to the disposal of any equipment.

TOTAL EQUIPMENT COST	\$ -	\$ -	\$ -
-----------------------------	------	------	------

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

(See Attached Budget Instructions)

COMMODITIES <u>Item</u>	<u>Cost / Month</u>	<u># of Months</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
None	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST			\$ -	\$ -	\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.

(See Attached Budget Instructions)

TRAVEL <u>None</u>	<u>Cost/Mile</u>	<u># of Miles/mo</u>	<u># of Months</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Conference Travel**	<u>Cost/ person</u>	<u># of people</u>	<u># of days</u>	\$ -	\$ -	\$ -
Airfare	\$ -			\$ -	\$ -	\$ -
PerDiem	\$ -			\$ -	\$ -	\$ -
Lodging	\$ -			\$ -	\$ -	\$ -
Other (Specify)	\$ -			\$ -	\$ -	\$ -
* State rate is calculated at \$.56/mile. If agency rate is lower use that lower rate.						
** Out of State Travel requires prior Authority approval.						
				TOTAL TRAVEL COST	\$ -	\$ -
					\$ -	\$ -

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

CONTRACTUAL	<u>Cost/month</u>	<u>Dollar/hour</u>	<u># of hours per month</u>	<u>Pro-rated Share</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
None							
Cell Service	\$ -				\$ -	\$ -	\$ -
Telephone Service	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ -				\$ -	\$ -	\$ -
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel						\$ -	\$ -
Crisis Counselors (3) : Direct Service		\$ 119.88	<u>26.048</u>		\$ 37,471.61	\$ -	\$ 37,471.61
Crisis Counselors (3): Attendance at Multi-		\$ 77.24	<u>5.25</u>		\$ 4,866.12	\$ -	\$ 4,866.12
Disciplinary Team meetings and other staffings		\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 42,337.73	\$ -	\$ 42,337.73

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

(See Attached Budget Instructions)

The Children's Advocacy Center of Champaign County (CAC) will contract with three licensed therapists to provide crisis counseling and support services to children referred to the CAC and their non-offending family members or caregivers. These services will be provided free of charge. One counselor can conduct therapy in Spanish.

Direct Services will be billed at a rate of \$119.88/hour. Attendance at MDT Case Review and other staffings will be billed at the rate of \$77.24/hour. We estimate that the counselors will spend a combined 26.048 hours/month providing direct services, and 5.25 hours/month attending case meetings. Totals have not been rounded.

GRAND TOTAL	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
PERSONNEL SERVICES	\$ 8,000.00	\$ 12,585.00	\$ 20,585.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ 42,337.73	\$ -	\$ 42,337.73
TOTAL COST	\$ 50,337.73	\$ 12,585.00	\$ 62,922.73

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 213216

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells C-12 and H-12)

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	
TOTAL RATED FRINGE BENEFITS	\$0
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$0.00
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits. (Please use figure from cell F-11 of Budget Detail)*	
FLAT RATE FRINGE BENEFITS	\$0
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$0

*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

MINUTES of a regular public meeting of the County Board of The County of Champaign, Illinois, held in the Lyle Shields Meeting Room, Brookens Administration Center, 1776 East Washington Street, Urbana, Illinois, in said County at 6:30 o'clock P.M., on the 19th day of November, 2015.

* * *

The Chairman called the meeting to order and directed the County Clerk to call the roll.

Upon the roll being called, Pattsie Petrie, the Chairman, and the following County Board Members at said location answered present: _____

The following County Board Members were absent from the meeting: _____

The Chairman announced that in view of the financial condition of the County and in particular, the Champaign County Nursing Home, the County would need to sell tax anticipation warrants and the County Board would consider the adoption of a resolution authorizing the issuance and the sale of said warrants.

Whereupon County Board Member _____ presented and the County Clerk read by title a resolution as follows, a copy of which was provided to each County Board Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION NO. _____

RESOLUTION authorizing the issuance of Tax Anticipation Warrants in anticipation of the collection of taxes levied for the year 2015, by the County Board of The County of Champaign, Illinois, for Nursing Home Fund purposes.

* * *

WHEREAS, there is insufficient money in the treasury of The County of Champaign, Illinois (the "County"), to defray the necessary expenses of the County and specifically, the County Nursing Home; and

WHEREAS, the County Board (the "Board") of the County deems it advisable, necessary and for the best interests of the County that funds be provided to meet the necessary expenses of the County and for that purpose, warrants be issued and drawn against and in anticipation of the collection of the taxes heretofore levied for Nursing Home Fund purposes by the County for the year 2015; and

WHEREAS, the Warrants and Jurors Certificates Act of the State of Illinois, as amended, authorizes the Board to issue such warrants up to the extent of 85% of the total amount of the taxes so levied, less actual collections thereof:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the County Board of The County of Champaign, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Definitions. For all purposes of this Resolution, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section shall have the meanings set forth below, and shall include the plural as well as the singular.

"Act" shall mean the Warrants and Jurors Certificates Act of the State of Illinois, as amended, the Counties Code of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended.

"Board" shall mean the County Board of the County.

"Chairman" shall mean the Chairman of the Board.

"County Clerk" shall mean the County Clerk of the County.

"County" shall mean The County of Champaign, Illinois.

“*Resolution*” shall mean this Resolution as adopted by the Board.

“*Treasurer*” shall mean the County Treasurer.

“*Warrant Register*” shall mean the books of the County kept by the Warrant Registrar to evidence the registration and transfer of the Warrants.

“*Warrant Registrar*” shall mean the Treasurer or a duly designated successor thereto.

“*Warrants*” shall mean the tax anticipation warrants of the County authorized to be issued under this Resolution.

Section 3. Authorization. Tax anticipation warrants of the County are hereby authorized to be issued, sold and delivered, pursuant to the provisions of the Act, to defray the necessary expenses of the County incurred for Nursing Home Fund purposes and drawn against and in anticipation of the collection of the taxes levied for the year 2015 for such purposes. The Warrants shall each be designated “Taxable 2015 Nursing Home Purposes Tax Anticipation Warrant”; shall be dated the date of their delivery and shall also bear the date of authentication; and shall become due September 30, 2016. The Warrants shall be in fully registered form and shall be of the denomination of \$1 each or authorized integral multiples thereof. The Warrants shall bear numbers assigned for (i) order of issuance and (ii) warrant registration. Each Warrant, upon initial issuance, shall be assigned an order-of-issuance number, from OI-1 and upwards, with each \$1 portion of a Warrant bearing an assigned order-of-issuance number. In addition, each Warrant upon initial issuance or upon transfer or exchange shall bear a registration number for each such Warrant authenticated. The Warrants shall bear interest at the rate of ___% per annum, and shall be for the purpose, shall bear the registration number and shall be in the aggregate principal amounts as follows:

PURPOSE	REGISTRATION NUMBER	AGGREGATE PRINCIPAL AMOUNT
Nursing Home	NH-1	\$997,829

The Warrants shall be in substantially the form attached hereto as *Exhibit A*.

Section 4. Interest; Payment Provisions. Each Warrant shall bear interest, payable only out of the taxes against which such Warrant is drawn, at the rate aforesaid (computed upon the basis of a 360-day year of twelve 30-day months) from the date thereof until paid, such interest being payable on the date of maturity of the Warrants. The principal of and interest on the Warrants shall be payable upon presentation in lawful money of the United States of America at the office of the Warrant Registrar in Urbana, Illinois. The Warrants shall be payable solely from such tax against which they are issued, which are hereby assigned and pledged to the payment of such Warrants. Such tax, when collected, shall be set apart and held for the payment of such Warrants. The Warrants shall show upon the face thereof the particular fund for which they are issued, that they are payable in the numerical order of their issuance and that any

Warrant shall be received by any collector of taxes in payment of the tax against which it is issued and the particular fund for which it is issued.

Section 4. Redemption. The Warrants shall be subject to redemption prior to maturity at the option of the County as a whole, or in part in integral multiples of \$1 as selected by the Warrant Registrar, on May 1, 2016, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

Section 5. Redemption Procedure. The County shall, at least five (5) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Warrant Registrar) notify the Warrant Registrar of such redemption date. Unless waived by any holder of Warrants to be redeemed, notice of the call for any such redemption shall be given by the Warrant Registrar on behalf of the County by mailing by first class mail, emailing or faxing the redemption notice at least five (5) days prior to the date fixed for redemption to the registered owner of the Warrant or Warrants to be redeemed at the address shown on the Warrant Register or at such other address as is furnished in writing by such registered owner to the Warrant Registrar.

Prior to any redemption date, the County shall deposit with the Warrant Registrar an amount of money sufficient to pay the redemption price of all the Warrants or portions of Warrants which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Warrants or portions of Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Warrants or portions of Warrants shall cease to bear interest. Upon surrender of such Warrants for redemption in accordance with said notice, such Bonds shall be paid by the Warrant Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Warrant, there shall be prepared for the registered holder a new Warrant or Warrants in the amount of the unpaid principal.

If any Warrant or portion of Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Warrant or portion of Warrant so called for redemption. All Warrants which have been redeemed shall be cancelled and destroyed by the Warrant Registrar and shall not be reissued.

Section 5. Execution. The Warrants shall be signed by the manual or facsimile signatures of the Chairman and County Clerk and shall be registered, numbered, and countersigned by the manual or facsimile signature of the Treasurer, as they shall determine. In case any officer whose signature shall appear on any Warrant shall cease to be such officer before the delivery of such Warrant, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Warrants shall have thereon a certificate of authentication duly executed by the Warrant Registrar as authenticating agent of the County and showing the date of authentication. No Warrant shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Warrant Registrar by manual signature, and such certificate of authentication upon any such Warrant shall be conclusive evidence that such Warrant has been authenticated and delivered under this Resolution. The certificate of authentication on any Warrant shall be deemed to have been executed by the Warrant Registrar if signed by an authorized officer of the Warrant Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Warrants issued hereunder.

Section 6. Registration of Warrants; Persons Treated as Owners. The County shall cause the Warrant Register to be kept at the office of the Warrant Registrar, which is hereby constituted and appointed the registrar of the County for the Warrants. The County is authorized to prepare, and the County or the Warrant Registrar or an agent of either shall keep custody of, multiple Warrant blanks for use in the transfer and exchange of Warrants.

Upon surrender for transfer of any Warrant at the office of the Warrant Registrar duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Warrant Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the County shall execute and the Warrant Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Warrant or Warrants of authorized denominations, for the same purposes and for a like aggregate principal amount and having assigned to such Warrant or Warrants the same order-of-issuance numbers (the "OI-1," and so on), one for each \$1 portion, assigned as requested by the initial registered owner or, if no request is made, by the Warrant Registrar, and subject only to the requirement that Warrants of a denomination greater than \$1 must bear consecutive order-of-issuance numbers. A new registration number shall be assigned to each such Warrant. Any fully registered Warrant or Warrants may be exchanged at said office of the Warrant Registrar for a like aggregate principal amount of Warrant or Warrants for the same purposes and of other authorized denominations. The execution by the County of any fully registered Warrant shall constitute full and due authorization of such Warrant, and the Warrant Registrar shall thereby be authorized to authenticate, date and deliver such Warrant; *provided, however*, the principal amount of outstanding Warrants authenticated by the Warrant Registrar for each purpose shall not exceed the authorized principal amount of Warrants for such purpose.

The person in whose name any Warrant shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Warrant shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Warrant to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Warrants, but the County or the Warrant Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of

Warrants, except in the case of the issuance of a Warrant or Warrants for the unredeemed portion of a Warrant surrendered for redemption.

The Warrant Registrar shall not be required to transfer or exchange any Warrant during the period beginning at the close of business fifteen (15) days next preceding the maturity date of the Warrant, and ending on the maturity date of the Warrant, nor to transfer or exchange any Warrant after notice calling such Warrant for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of any Warrants.

Section 7. Sale of Warrants. The Warrants shall be executed by the officials of the County, as hereinabove provided, as soon as may be after this Resolution becomes effective, and shall be deposited with the Treasurer and, after due authentication by the Warrant Registrar, shall be delivered by said Treasurer to the purchaser thereof, namely, _____, _____, Illinois (the "Purchaser"), upon receipt of the purchase price for the Warrants, being \$_____. The contract for the sale of the Warrants (the "Purchase Contract") is hereby determined to be in the best interests of the County and no person holding any office of the County, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust, or corporation, in the Purchase Contract.

The officers of the Board and the County are hereby authorized to take any action as may be required on the part of the County to consummate the transactions contemplated by the Purchase Contract, this Resolution and the Warrants.

Section 8. Use of Proceeds; Property Tax Extension Limitation Law. The proceeds of the Warrants shall be used to provide funds for the payment of necessary expenses incurred for Nursing Home Fund purposes, and it is hereby certified that the Warrants constitute the only series of warrants or notes issued to provide funds for the payment of necessary expenses for such purposes for the year 2015 by the County pursuant to the provisions of the Act.

The County acknowledges that it is subject to the requirements of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "Tax Limitation Law"). If the County Clerk is required to reduce the County's aggregate extension (as defined in the Tax Limitation Law) for the year 2015 in accordance with the Tax Limitation Law, the County agrees that, in accordance with the Tax Limitation Law, it will direct the County Clerk to not reduce the 2015 extension for the Nursing Home Fund funds below the amount necessary to pay the principal of and interest on the Warrants.

Section 9. Tax Matters. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Warrants) if taking, permitting or omitting to take such action would cause the interest on the Warrants not to be included in the gross income of the recipients thereof for federal income tax purposes.

Section 10. List of Warrantholders. The Warrant Registrar shall maintain a list of the names and addresses of the holders of all Warrants and upon any transfer shall add the name and

address of the new Warrant holder and eliminate the name and address of the transferor Warrantholder.

Section 11. Duties of Warrant Registrar. If requested by the Warrant Registrar, the Chairman and the Treasurer are authorized to execute and the County Clerk is authorized to attest the Warrant Registrar's standard form of agreement between the County and the Warrant Registrar with respect to the obligations and duties of the Warrant Registrar. Notwithstanding the absence of any such agreement, the Warrant Registrar shall agree to the obligations and duties as follows:

- (a) to act as warrant registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Warrantholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Warrants as provided herein;
- (d) to cancel and destroy Warrants which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the County a certificate of destruction with respect to the Warrants cancelled and destroyed; and
- (f) to furnish the County an audit confirmation of Warrants paid, Warrants outstanding and payments made with respect to interest on the Warrants.

Section 12. Further Acts. All acts and doings of the officials of the County which are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

Section 13. Severability. The provisions of this Resolution are hereby declared to be severable; and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

Section 14. Repealer. All resolutions, orders, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 15. Effective Date. This Resolution shall be in full force and effect immediately upon its passage.

Adopted November 19, 2015.

Chairman, County Board

Attest:

County Clerk

EXHIBIT A

REGISTERED
NUMBER NH-1

REGISTERED
\$997,829

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF CHAMPAIGN
TAXABLE 2015 NURSING HOME PURPOSES
TAX ANTICIPATION WARRANT

ORDER-OF-ISSUANCE NUMBERS O1-1 through
O1-997,829

See Reverse Side for
Additional Provisions

Interest Rate: _____ %

Maturity Date: September 30, 2016

Dated Date: December __, 2015

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that The County of Champaign, Illinois (the "County"), hereby acknowledges itself to owe and for value received, promises to pay solely from the funds hereinafter described to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date hereof at the Interest Rate per annum set forth above on the Maturity Date hereof, and until said Principal Amount is paid. The principal of and interest on this Warrant are payable upon presentation in lawful money of the United States of America at the office of the County Treasurer, Urbana, Illinois, as warrant registrar and paying agent (the "Warrant Registrar").

Reference is hereby made to the further provisions of this Warrant set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by law to exist or to be done precedent to and in the issuance of this Warrant, did exist, have happened, been done and performed in regular and due form and time as required by law; that the total principal amount of the warrants issued for the payment of expenses for nursing home purposes for the year 2015, including the issue of which this Warrant is one, does not exceed eighty-five per cent (85%) of the tax levied for said purposes for the year 2015; and that the total amount of state aid anticipation certificates, general obligation notes and tax anticipation warrants of any kind of the County, issued under any of the laws of the State of Illinois applicable thereto, including the Act, outstanding for the fiscal year in which this Warrant is issued does not exceed 85% of the taxes levied for the year 2015.

This Warrant shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Warrant Registrar.

IN WITNESS WHEREOF, said The County of Champaign, Illinois, by its County Board, has caused this Warrant to be signed by the manual or duly authorized facsimile signatures of the Chairman of said Board and the County Clerk and to be registered, numbered, and countersigned by the manual or duly authorized facsimile signature of the County Treasurer, and has caused the seal of the County to be affixed hereto or printed hereon, all as of the Dated Date identified above.

[SEAL]

Chairman, County Board

County Clerk

Registered, Numbered, and Countersigned:

County Treasurer

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Warrant Registrar and Paying Agent:
County Treasurer,
The County of Champaign, Illinois

This Warrant is one of the Warrants described in the within mentioned Resolution and is one of the Taxable 2015 Nursing Home Purposes Tax Anticipation Warrants of The County of Champaign, Illinois.

**THE COUNTY OF CHAMPAIGN, ILLINOIS
TAXABLE 2015 NURSING HOME PURPOSES
TAX ANTICIPATION WARRANT**

This Warrant is issued pursuant to the Warrant and Jurors Certificate Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended (the "Act"), to provide funds for the payment of necessary expenses of the County for nursing home purposes, and is authorized by a resolution duly adopted by the County Board of the County (the "Resolution"), and now in full force and effect. This Warrant is payable in the numerical order of its issuance solely from the tax against which it is issued and shall be received by any collector of taxes in payment of the tax against which it is issued.

The Warrants are subject to redemption prior to maturity at the option of the District as a whole, or in part in integral multiples of \$1 as selected by the Warrant Registrar, on May 1, 2016, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

Notice of any such redemption shall be sent not less than five (5) days prior to the date fixed for redemption to the registered owner of each Warrant to be redeemed at the address shown on the registration books of the County maintained by the Warrant Registrar or at such other address as is furnished in writing by such registered owner to the Warrant Registrar. When so called for redemption, this Warrant will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Warrant is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the office of the Warrant Registrar in Urbana, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing Resolution, and upon surrender and cancellation of this Warrant. Upon such transfer a new Warrant or Warrants of authorized denominations and for the same purposes and aggregate principal amount will be issued to the transferee in exchange therefor.

The Warrants are issued in fully registered form of the denomination of \$1 each or authorized integral multiples thereof. This Warrant may be exchanged at the office of the Warrant Registrar for a like aggregate principal amount of other authorized denominations, upon the terms set forth in the Resolution. The Warrant Registrar shall not be required to transfer or exchange any Warrant during the period beginning at the close of business on the 15th day preceding any interest payment date on such Warrant and ending at the opening of business on such interest payment date, nor to transfer or exchange any Warrant after notice calling such Warrant for redemption has been mailed, nor during a period of five (5) days next preceding mailing of a notice of redemption of any Warrants.

The County and the Warrant Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the County nor the Warrant Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Warrant and does hereby irrevocably constitute and appoint

as attorney to transfer the said Warrant on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Warrant in every particular, without alteration or enlargement or any change whatever.

County Board Member _____ moved and County Board Member _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following County Board Members voted AYE: _____

The following County Board Members voted NAY: _____

Whereupon the Chairman declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the County Clerk to record the same in the records of the County Board of The County of Champaign, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

County Clerk and ex-officio
Clerk of the County Board of
The County of Champaign, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the "County"), and that as such official I am the keeper of the records and files of the County Board thereof (the "Board").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 19th day of November, 2015, insofar as same relates to the adoption of Resolution No. _____ entitled:

RESOLUTION authorizing the issuance of Tax Anticipation Warrants in anticipation of the collection of taxes levied for the year 2015, by the County Board of The County of Champaign, Illinois, for Nursing Home Fund purposes.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the County Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the County Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the County Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the County Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the County, this 19th day of November, 2015.

County Clerk, County Board,
The County of Champaign, Illinois

(SEAL)



Champaign County
 City of Champaign
 City of Urbana
 University of Illinois
 Village of Rantoul
 Village of Mahomet
 Village of Savoy

To: Debra Busey, County Administrator
 From: Leanne Brehob-Riley, GIS Director
 Date: October 27, 2015
 Re: County GIS Recorder’s Fee Increase

REQUEST

It is requested the County Board consider a \$5 increase to the GIS Recorder’s fee based on the provided Bellwether Cost Study Analysis Report and the information presented below.

BACKGROUND

The Champaign County GIS Consortium (CCGISC) is a joint venture established in 2002 that is charged with creating, maintaining, and distributing county-wide GIS data and services. Historically, 62% of the member contributions are provided by Champaign County (Table 1). The County utilizes the GIS recorder’s fee to fund the CCGISC membership fee. The GIS Recorder’s fee is a funding mechanism established by the State of Illinois (55 ILS 5/3-5018) to assist with the creation and maintenance of a county-wide GIS. The County Board may, by ordinance, increase this fee should a cost study justify such a need.

CCGISC Membership Contributions	
Average % (2005 - 2015)	
Champaign County	62%
City of Champaign	14%
City of Urbana	8%
Village of Rantoul	4%
Village of Mahomet	3%
Village of Savoy	3%
University of Illinois	8%
Total	100%

In 2003, the County Board established a GIS recording fee of \$10; \$9 of which is deposited into the GIS fund (107-010) and is used to pay for the County’s portion of the CCGISC membership fee. This fee has not been reviewed since established in 2003.

Overall, the number of recorded documents has decreased since the fee was established (Figure 1). Based upon projected FY2015 figures (Table 2), this trend is continuing. Due to the decline in the number of recorded documents, the revenue generated by the GIS recording fee is less than the County’s annual CCGISC membership and orthophotography assessments.

Table 1. Percent of CCGISC Membership Contribution by Agency (2005 – 2015)

Counties throughout the state have reported similar trends resulting in increases to the GIS recording fees. The map found on page 3 of this memo was compiled in 2014 by Sangamon County. The GIS recording fee in Champaign County is among the lowest 31% in the state.

The Champaign County GIS Consortium Policy Committee was made aware of the decline in recorded documents and its potential impacts on the services provided by the CCGISC. As a result, the CCGISC Policy Committee commissioned Bellwether, LLC to conduct a cost study analysis to review the actual costs of GIS services provided to the County by the Champaign County GIS Consortium (CCGISC). In addition, the study also considered County GIS expenses and CCGISC member agency revenue. The study justified an increase of the GIS Recorder’s fee to \$15. Based on the average of the last three years of recorded documents (2013 – 2015 projected), this will result in an overall net increase of \$121,450.00 to the GIS Fund.

Number of Recorded Documents (2003 - 2015*)		
Fiscal Year	Number of Documents	Recorders Fee
2003	55,687	\$501,187.00
2004	40,235	\$362,117.00
2005	38,559	\$347,030.00
2006	35,525	\$319,724.00
2007	33,780	\$304,018.00
2008	31,037	\$279,329.00
2009	35,093	\$315,836.00
2010	30,511	\$274,602.00
2011	28,070	\$252,634.00
2012	32,832	\$295,487.00
2013	30,097	\$270,874.00
2014	24,921	\$224,286.00
2015*	19,505	\$175,545.00

*2015 projection; based on documents recorded as of 8/21

Table 2. Number of Recorded Documents (2003 – 2015)

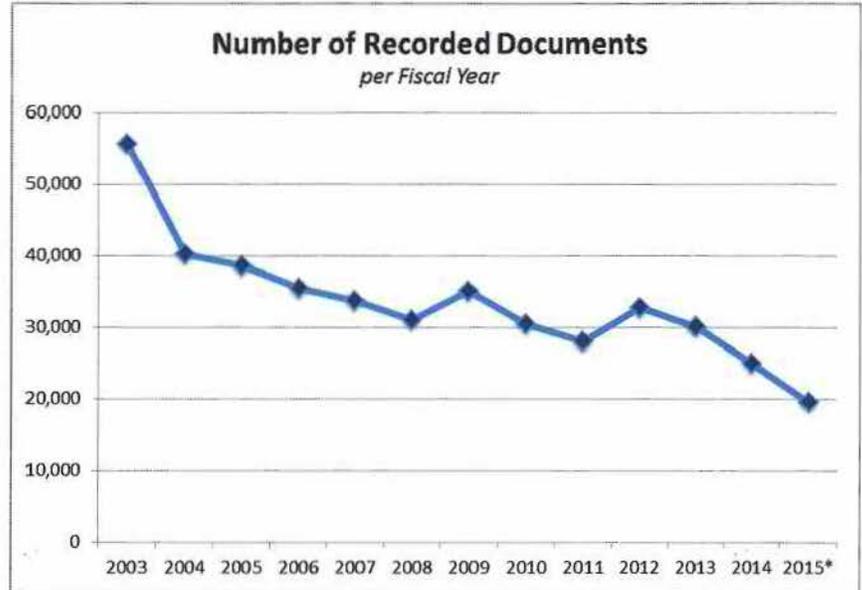
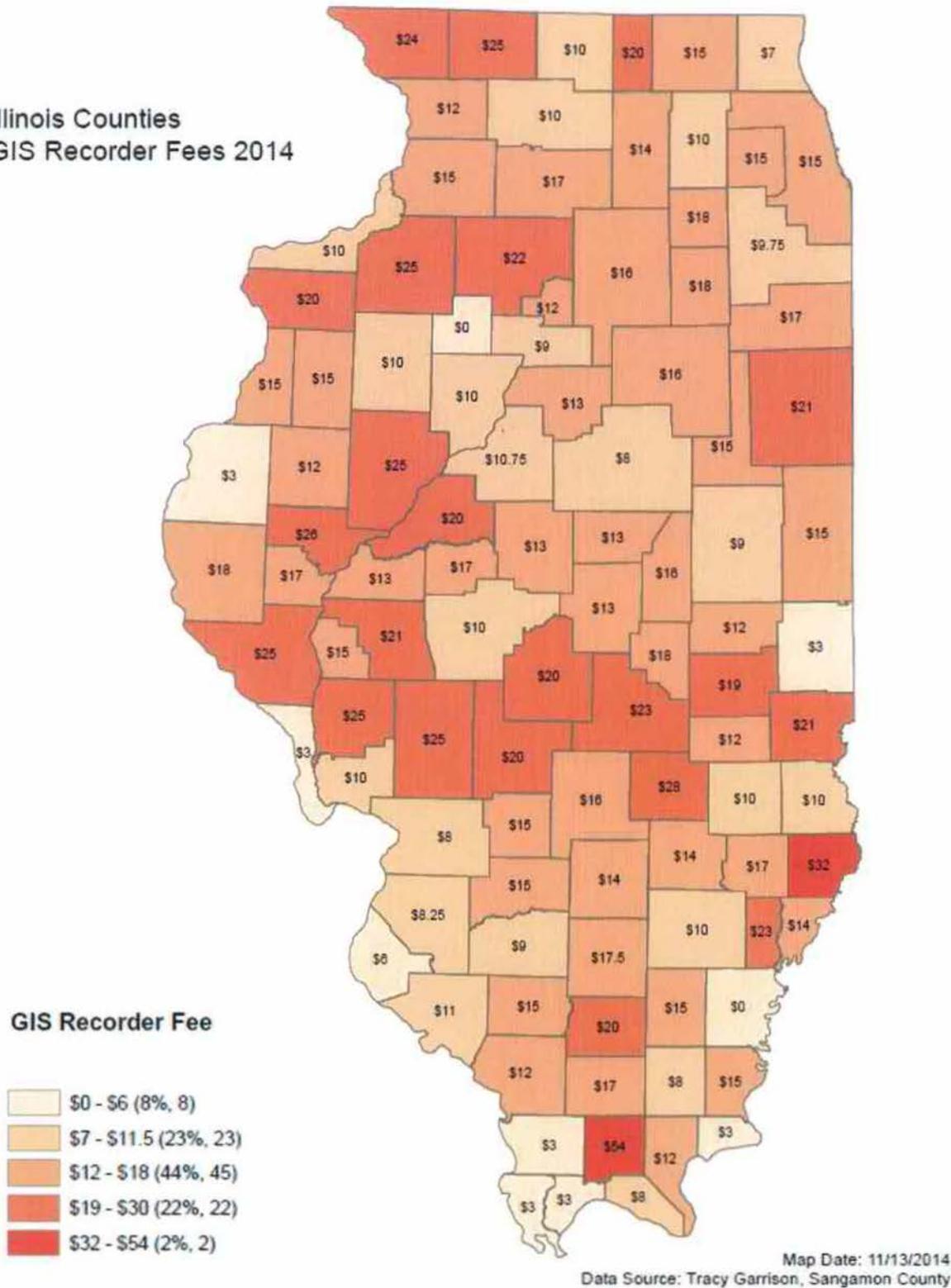


Figure 1. Line Graph: Number of Recorded Documents (2003 – 2015)

RECOMMENDATION

It is recommended the County Board consider and approve a \$5 increase to the GIS recording fee based on the Bellwether report and the information provided in this memo. This will allow CCGISC to continue to provide the current level of services to the Champaign County departments, the community, and the CCGISC member agencies.

Illinois Counties
GIS Recorder Fees 2014





Bellwether, LLC

Management Services & Consulting

Government Performance Services

Cost of Services

Champaign County, Illinois

GIS Department

October 2015

Report Summary

Champaign County Board engaged Bellwether, LLC. (Bellwether) to provide a review of the actual cost of providing permitted fee services within the GIS department. The department currently charge fees to residents and non-residents of Champaign County as services are requested.

Many county fees are defined by state laws and county ordinances. County governments may charter cost studies to review the appropriateness of these fees and make adjustments to meet actual expenses. Bellwether, working closely with the department, conducted a fully compliant review of GIS revenue and expenses. Table 1 illustrates the potential increase in fee based revenue for each department.

The GIS fee is defined as;

(55 ILCS 5/3-5018) (from Ch. 34, par. 3-5018)

The county board of any county that provides and maintains a countywide map through a Geographic Information System (GIS) may provide for an additional charge of \$3 for filing every instrument, paper, or notice for record (1) in order to defray the cost of implementing or maintaining the county's Geographic Information System and (2) in order to defray the cost of providing electronic access to the county's Geographic Information System records. Of that amount, \$2 must be deposited into a special fund set up by the treasurer of the county, and any moneys collected pursuant to this amendatory Act of the 91st General Assembly and deposited into that fund must be used solely for the equipment, materials, and necessary expenses incurred in implementing and maintaining a Geographic Information System and in order to defray the cost of providing electronic access to the county's Geographic Information System records. The remaining \$1 must be deposited into the recorder's special funds created under Section 3-5005.4. The recorder may, in his or her discretion, use moneys in the funds created under Section 3-5005.4 to defray the cost of implementing or maintaining the county's Geographic Information System and to defray the cost of providing electronic access to the county's Geographic Information System records.

Table 1: Maximum Potential Fee Based Increase

Department	Gross Fee Increase Potential
GIS Department	\$ 121,450
Total Potential	\$ 121,450

These summary findings reflect conservative calculations of the labor, equipment, consumables, facilities and other department allocated costs of providing the services reviewed within this study and under the control of the Champaign County elected officials.

The potential to capture this new revenue depends on a constant volume of transactions and establishing fees at the cost threshold.

Methods

The Cost of Services Study or Fee Review is a detailed analysis of the data related to the operations and expenses of the department. Central to the analysis is:

- Annual budgeted expenses
- Actual expenses
- Inclusion (or exclusion) of expense categories or lines within the department budget(s)
- Actual staff related expenses
- Current revenues derived from fees
- Current revenues derived from other sources
- Service requests - Volumes and trends
- Changes in State Law or Regulations
- Onsite observation of core processes related to each service
- Appropriate exclusions of data (related to services that are non-eligible for fees)

Bellwether engaged County staff only to the extent necessary to collect and clarify the data. All departments should be recognized for the thorough nature of their record keeping, willingness to participate in the review process and the direct support of the appointed official. These reviews would not be possible without the added effort from all staff involved.

- The provided data was assessed for reasonableness and completeness. The Bellwether analysis produced a detailed description of each service under review and detailed direct and indirect costs that can be attributed to each.
- Both direct and indirect expenses may be included for the purpose of establishing the cost of services under Illinois law. Direct expenses are expenses, including labor, that are directly incurred for the purpose of delivering a particular service. These expenses include pre-printed forms, dedicated equipment or software, or dedicated office facilities. Indirect expenses are expenses that include shared management services or administrative costs, portions of shared facility costs and equipment.
- While it is not possible to attribute every moment of every transaction to an individual, it is possible to understand the flow of the work and develop a weighted value of labor.
- Several processes have direct materials, equipment and other relatable costs. To the extent possible these costs are determined on a "per transaction" basis.

Indirect costs were allocated to specific activities within the office when possible; when not possible the costs were allocated to general administration. According to federal rules (US Office of Management & Budget Circular A-87), indirect expenses associated with central services provided to sub-units of local governments would be documented in a Central Services Cost Allocation Plan to ensure the consistent treatment of these expenses. Bellwether was retained by Champaign County to develop a Central Services Cost Allocation Plan earlier in the year, the results of that work were used as a component of this Cost of Services Study.

Table 2: Examples of Allocations

Expense Item	Allocation Process
General Management & Administrative Time	The cost of management time, training time, and other administrative time was allocated to the services under review based on the amount of time employees spend providing the services under review. Not all management and administrative time was allocated to the services under review as other work is conducted within the offices that are not subject to service fees.
General Equipment, Telephone and Supplies	The cost of equipment and supplies that are used to provide multiple services within an office were allocated based on the volume of transactions in the office, and the estimated consumption of the resource per transaction.

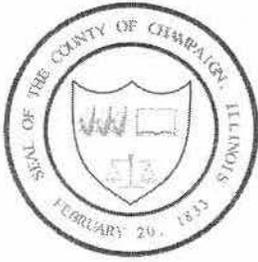
The **GIS Department** receives funds as an attached fee to the Recorder of Deeds fees for service and coordinates with the Supervisor of Assessments to provide detailed mapping information for Champaign County. Costs from all three departments were used to determine the total cost of ownership of the GIS service.

Table 9: Provides an overview of gap in fees reviewed in GIS

REVENUE		Notes
24,290	Number of Recorded Documents	Average of last three years (2013 - 2015(projected))
\$ 9.00	Current Fee per Document	
\$ 218,610.00	Total Recorded Fees	
\$ 150.00	Interest Income (last full year)	
\$ 54,000.00	Technology Service Contracts	341-40
\$ 14,200.00	Local Government Reimbursement	337-21
\$ 12,500.00	Map and Data Sales	369-85
\$ 157,180.00	Consortium Offset	2015 Contributions
\$ 456,640.00		
34% Consortium Offset Percentage		
EXPENSES		Notes
\$ 415,225.00	Total Department Labor Costs	
\$ 80,910.00	Total Department Non-Labor Costs	Includes Increase in capital purchases (servers, etc.)
\$ 17,500.00	Annualized Capital Costs (1/3 flyover costs for County)	Current \$15,875.00
\$ 25,400.00	County Overhead	571,533.28/29/33, 534.59,533.1(\$3500 portion)
\$ 6,780.00	County Software	ESRI and Sidwell software used by County Departments
\$ 1,500.00	ADA Website Consultation Fees	\$1000 - \$2000
\$ 1,156.25	Base Station	
\$ 35,000.00	County Staff (\$30,341 in FY2011)	Assessor Mapper
\$ 583,471.25		

CALCULATIONS		
Revenue per Unit	\$ 18.80	
Cost per Unit	\$ 24.02	
Gap	\$ (5.22)	
Annualized Value	\$ 583,471.25	
Current Recorder GIS Fee	\$ 10.00	
Applied Volume	24,290	
Current Gross Fees	\$ 242,900.00	<i>Current Recorder GIS Fee * Applied Volume</i>
GIS Net Fees	\$ 218,610.00	<i>GIS Fee Fund Portion (9) * Applied Volume</i>
Current GIS Fee plus gap	\$ 15.22	<i>Current Recorder GIS Fee - Gap</i>
Rounded Value	\$ 15.00	<i>Rounddown Current GIS Fee plus gap</i>
Applied Volume	24,290	
Proposed Gross Fees	\$ 364,350.00	<i>Rounded Value * Applied Volume</i>
GIS Net Fees	\$ 340,060.00	<i>Rounded Value less Recorder \$1.00 * Applied Volume</i>
Overall GIS Fee Net Increase	\$ 121,450.00	<i>GIS Net Fees - Total Recorded Fees (Revenue)</i>

Bellwether does not propose specific recommendations for establishing or changing fees. Our observations suggest an increase in some fees may be warranted and acceptable under current state law. The decision to change or add fees is the sole responsibility of Champaign County government and can be accomplished by amending the current Recording Fees Resolution to reflect the changes in the Recording Fee schedule.



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

*ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE
MANAGEMENT SERVICES*

MEMORANDUM

TO: Chris Alix, Deputy Chair-Finance & MEMBERS OF THE CHAMPAIGN COUNTY BOARD COMMITTEE of the WHOLE

**FROM: Deb Busey, County Administrator
Andy Rhodes, IT Director**

DATE: October 30, 2015

RE: PROPOSAL for CONTRACT WITH XEROX FOR LEASE OF DIGITAL COPIERS/PRINTERS WITH SUPPLY/MAINTENANCE AGREEMENT

ISSUE

Champaign County entered into a Managed Services Agreement with Xerox Corporation in June 2007 for the lease of digital copiers/printers and a supply maintenance agreement for those copiers for a 5-year term, and then renewed that Agreement with Xerox in September 2011 for an additional 5-year term. Through this contract, the County has transitioned away from the installation and use of work-group and individual printers throughout county offices, and moved to a more streamlined and cost-efficient installation of multi-purpose copiers to address document copying and scanning requirements throughout all county offices. At this time, the County has an opportunity to continue the current services, as outlined in the following report, through the adoption of a new five-year agreement, provided under the terms of a competitively bid joint purchasing contract as required by the County's Purchasing Policy.

REPORT

Since June 2007, Champaign County offices and departments have used digital copier/printer devices leased from Xerox, with a supply/maintenance agreement wherein Xerox provides all copier supplies (excluding paper) and maintenance services on the current 72 copiers installed throughout the County, including on-site first level support during normal business hours. Through this contract, the County has eliminated 36 work-group printers and one high speed line printer from its capital replacement at an annualized savings of \$16,240, which does not include the additional savings of supplies and IT staff support.

Renewal of the leasing agreement will bring new and upgraded equipment to all County departments. The Xerox multi-function copier/prints have the following capabilities which have enhanced the County's ability reduce the amount of printing and copying and movement to an environment of secure electronic document management scanning/e-mailing/faxing capabilities:

- All models have color scanning
- All models can perform text recognition on scanned documents
- All models have scan to email/workgroup scanning/faxing (where necessary)
- All models have one pass scanning for two sided originals
- All color models have accounting settings which can be used to limit who has access to the color feature, which helps hold down costs related to color printing and copying
- All models have secure print features which allow a user to print a document from their computer and have the copier hold it until they enter a code to release it
- All models have on-demand and scheduled over-write capabilities to ensure that confidential data is not stored on the copier's hard drive
- New models are Energy Star and EPEAT qualified and include features that will allow control, management and reporting on energy consumption
- New models include LED scanners instead of fluorescent scanners

In addition, the two production level machines used by the County Clerk for ballot printing will be replaced with newer models. The average annual savings to the County for in-house ballot printing is in the range of \$10,000 - \$40,000 – depending on the types of election to be held in that year. The County Clerk also achieves some additional operating efficiency when ballots for absentee and early voting can be printed on-demand in-house, instead of outsourced to a printing supplier. In addition, this equipment will allow the County Clerk to efficiently scan and archive voted ballots.

Xerox currently has contract pricing available for a managed services contract through a competitively bid joint purchasing agreement with Midwest Higher Education Consortium. Xerox has offered a new contract for Champaign County under the terms of this competitively bid contract which addresses all current and future copier requirements for the County.

Moving forward with a new contract with Xerox at this time, rather than waiting until the expiration of the current contract in September, 2016 is recommended to enable the County Clerk to obtain the new printer no later than December, 2015 so that he can test the ballot printing and other printing processes that he uses prior to the March, 2016 primary election.

An overview of the cost comparison of the current contract and the proposed new contract is as follows:

CURRENT

Annual lease of 72 machines - \$307,485

PROPOSED

Annual lease of 72 machines - \$257,553
**Proposed lease includes rollup of six additional machines added by RPC since the 2011 contract renewal, upgrading a machine at the Nursing Home attributable to volume and upgrading two current black and white machines for color machines – documented as required by departments*

B&W Impressions covered – 743,000

B&W Impressions covered– 743,001

Annual cost for Color copies based on
690,000/year - @ \$0.05 = \$34,500

Annual cost for Color copies based on
714,000/year - @ \$0.05 = \$35,700

1st level Service Tech – on-site 8 hrs/day

1st level Service Tech – on-site 8 hrs/day

Total Annual Cost - \$341,985

Total Annual Cost - \$293,523

SUMMARY

Over the past ten years, the Managed Services Agreement approach to the County's copier needs has been a strongly beneficial program. The highly productive lifespan of copiers is approximately five years. County departments indicate strong satisfaction with the current program and highly endorse continuing with this program for future copier/scanning/document management requirements and operations. The ability to timely replace all copiers throughout the County ensures that the County's departments and employees are always provided with quality equipment and resources to maximize the efficiency of their daily operations. Utilizing a similar family of copier models enables County IT to efficiently upgrade printer drivers on computers to minimize departmental disruption. The 5-year replacement through lease enables the County to regularly upgrade this technology, which has consistently been an emerging and quickly changing technology. As stated above, the implementation of this copier technology has enabled the additional elimination of 36 printers which represents an annual amortized replacement cost of \$16,240, plus the additional undocumented cost of supplies and IT support to maintain those printers.

Xerox has been an excellent business partner to the County. We strongly endorse the opportunity to continue this working relationship through the competitively bid contract available to us.

RECOMMENDATION

The Finance Committee of the Whole recommends to the County Board approval of a Managed Services Agreement with Xerox for Lease of Digital Copiers/Printers with Supply Maintenance Agreement for a Five-Year Term beginning December 1, 2015.

Pool Plan

Customer: CHAMPAIGN, COUNTY OF
Bill To: COUNTY OF CHAMPAIGN
 C/OXBS
 1776 E WASHINGTON ST
 URBANA, IL 61802-7692



under Services Contract # 7107056-001

Pool Information						Meter Pricing Plan		
Pool Identifier	Pool Name	Pool Transaction Type	Pool Meter Type	Meter Reconciliation Period	Pool Plan Effective Date	Pooled Units (Installed or Pending Delivery)	Monthly Impressions Included in Plan	Pool Additional Impression Charge
54464	B&W 8911	Modified	Black & White	Annual	12/1/2015	72	743,001	\$0.0053
54465	Color	Modified	Color	Annual	12/1/2015	20	0	\$0.0502

The Equipment and pricing for the pool plan 'activity' identified above, are subject solely to the terms of the identified Services Contract #, and this Pool Plan

Authorized Signature

Your signature indicates your agreement to the items and pricing in this Pool Plan.

Signer: Deb Busey

Phone: 217-384-3776

Customer Authorized Signature: _____

Date: _____

Thank You for your business!
 This agreement is proudly presented by Xerox and
Dan F Doetterl
312-849-1258
 For information on your Xerox Account,
 Please see your Sales Representative

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
1.	D110CP	Pending Delivery	Added
2.	D110CP	Pending Delivery	Added
3.	5865APT	Pending Delivery	Added
4.	5865APT	Pending Delivery	Added
5.	5890APT	Pending Delivery	Added
6.	5865APT	Pending Delivery	Added
7.	5865APT	Pending Delivery	Added
8.	5890APT	Pending Delivery	Added
9.	5890APT	Pending Delivery	Added
10.	W5755APT	Pending Delivery	Added
11.	W5755APT	Pending Delivery	Added
12.	W5755APT	Pending Delivery	Added
13.	W5755APT	Pending Delivery	Added
14.	W5755APT	Pending Delivery	Added
15.	W5755APT	Pending Delivery	Added
16.	W5755APT	Pending Delivery	Added

Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
17.	W5755APT	Pending Delivery	Added
18.	W5755APT	Pending Delivery	Added
19.	W5755APT	Pending Delivery	Added
20.	W5755APT	Pending Delivery	Added
21.	W5755APT	Pending Delivery	Added
22.	W7845PT	Pending Delivery	Added
23.	W5755APT	Pending Delivery	Added
24.	W5755APT	Pending Delivery	Added
25.	W5755APT	Pending Delivery	Added
26.	W5755APT	Pending Delivery	Added
27.	W5755APT	Pending Delivery	Added
28.	W5755APT	Pending Delivery	Added
29.	W5755APT	Pending Delivery	Added
30.	W5755APT	Pending Delivery	Added
31.	W5755APT	Pending Delivery	Added
32.	W5755APT	Pending Delivery	Added

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
33.	W5755APT	Pending Delivery	Added
34.	W5755APT	Pending Delivery	Added
35.	W5755APT	Pending Delivery	Added
36.	W5755APT	Pending Delivery	Added
37.	W5755APT	Pending Delivery	Added
38.	W5755APT	Pending Delivery	Added
39.	W5755APT	Pending Delivery	Added
40.	W5755APT	Pending Delivery	Added
41.	W5755APT	Pending Delivery	Added
42.	W5755APT	Pending Delivery	Added
43.	W5755APT	Pending Delivery	Added
44.	W5755APT	Pending Delivery	Added
45.	W5755APT	Pending Delivery	Added
46.	W5755APT	Pending Delivery	Added
47.	W5755APT	Pending Delivery	Added
48.	W5755APT	Pending Delivery	Added

Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
49.	W5755APT	Pending Delivery	Added
50.	W7845PT	Pending Delivery	Added
51.	W5755APT	Pending Delivery	Added
52.	W5755APT	Pending Delivery	Added
53.	W5755APT	Pending Delivery	Added
54.	W5755APT	Pending Delivery	Added
55.	W7845PT	Pending Delivery	Added
56.	W7845PT	Pending Delivery	Added
57.	W7845PT	Pending Delivery	Added
58.	W7845PT	Pending Delivery	Added
59.	W7845PT	Pending Delivery	Added
60.	W7845PT	Pending Delivery	Added
61.	W7845PT	Pending Delivery	Added
62.	W7845PT	Pending Delivery	Added
63.	W7845PT	Pending Delivery	Added
64.	W7970P	Pending Delivery	Added

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
65.	W7845PT	Pending Delivery	Added
66.	W7845PT	Pending Delivery	Added
67.	W7845PT	Pending Delivery	Added
68.	W7845PT	Pending Delivery	Added
69.	W7845PT	Pending Delivery	Added
70.	W7845PT	Pending Delivery	Added
71.	W7970P	Pending Delivery	Added
72.	W7970P	Pending Delivery	Added

Xerox Equipment Removed from Pool		
Item	Description	Serial #
1.	4112CP	GYA891045
2.	4127CP	GYA891063
3.	W7845PT	MX4323689
4.	WC7775P	RFX352132
5.	WC7775P	RFX352146
6.	W5150PT	VXX065217
7.	W5150PT	VXX065252
8.	W5150PT	VXX065255
9.	W5150PT	VXX065263
10.	W5150PT	VXX065267
11.	W5150PT	VXX065281
12.	W5150PT	VXX065287
13.	W5150PT	VXX065289
14.	W5150PT	VXX065296
15.	W5150PT	VXX065398
16.	W5150PT	VXX065400

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White



Xerox Equipment Removed from Pool		
Item	Description	Serial #
17.	W5150PT	VXX065405
18.	W5150PT	VXX065407
19.	W5150PT	VXX065408
20.	W5150PT	VXX065411
21.	W5150PT	VXX065412
22.	W5150PT	VXX065423
23.	W5150PT	VXX065429
24.	W5150PT	VXX065430
25.	W5150PT	VXX065431
26.	W5150PT	VXX065434
27.	W5150PT	VXX065439
28.	W5150PT	VXX065458
29.	W5150PT	VXX065459
30.	W5150PT	VXX065461
31.	W5150PT	VXX065465
32.	W5150PT	VXX065471

Xerox Equipment Removed from Pool		
Item	Description	Serial #
33.	W5150PT	VXX065477
34.	W5150PT	VXX065479
35.	W5150PT	VXX065481
36.	W5150PT	VXX065488
37.	W5150PT	VXX065489
38.	W5150PT	VXX065492
39.	W5150PT	VXX065493
40.	W5150PT	VXX065494
41.	W5150PT	VXX065498
42.	W5150PT	VXX065500
43.	W5150PT	VXX065504
44.	W5150PT	VXX065512
45.	W5150PT	VXX065514
46.	W5150PT	VXX067808
47.	W5150PT	VXX096104
48.	W5150PT	VXX096290

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White



Xerox Equipment Removed from Pool		
Item	Description	Serial #
49.	W5150PT	VXX096383
50.	W5150PT	VXX096388
51.	5765PT	XEL554236
52.	5765PT	XEL554266
53.	5790PT	XEL555985
54.	5765PT	XEL556051
55.	5765PT	XEL556114
56.	5765PT	XEL556116
57.	5790PT	XEL556238
58.	W7545P	XKP524108
59.	W7545P	XKP524150
60.	W7545P	XKP524171
61.	W7545P	XKP524275
62.	W7545P	XKP524280
63.	W7545P	XKP524289
64.	W7545P	XKP524324

Xerox Equipment Removed from Pool		
Item	Description	Serial #
65.	W7545P	XKP524327
66.	W7545P	XKP524452
67.	W7545P	XKP524465
68.	W7545P	XKP524522
69.	W7545P	XKP524551
70.	W7545P	XKP524570
71.	W7545P	XKP528603
72.	W7545P	XKP558620

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54465

Pool Name : Color

Pool Meter Type : Color



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
1.	W7845PT	Pending Delivery	Added
2.	W7845PT	Pending Delivery	Added
3.	W7845PT	Pending Delivery	Added
4.	W7845PT	Pending Delivery	Added
5.	W7845PT	Pending Delivery	Added
6.	W7845PT	Pending Delivery	Added
7.	W7845PT	Pending Delivery	Added
8.	W7845PT	Pending Delivery	Added
9.	W7845PT	Pending Delivery	Added
10.	W7845PT	Pending Delivery	Added
11.	W7845PT	Pending Delivery	Added
12.	W7970P	Pending Delivery	Added
13.	W7845PT	Pending Delivery	Added
14.	W7845PT	Pending Delivery	Added
15.	W7845PT	Pending Delivery	Added
16.	W7845PT	Pending Delivery	Added

Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
17.	W7845PT	Pending Delivery	Added
18.	W7845PT	Pending Delivery	Added
19.	W7970P	Pending Delivery	Added
20.	W7970P	Pending Delivery	Added

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54465

Pool Name : Color

Pool Meter Type : Color



Xerox Equipment Removed from Pool		
Item	Description	Serial #
1.	W7845PT	MX4323689
2.	WC7775P	RFX352132
3.	WC7775P	RFX352146
4.	W7545P	XKP524108
5.	W7545P	XKP524150
6.	W7545P	XKP524171
7.	W7545P	XKP524275
8.	W7545P	XKP524280
9.	W7545P	XKP524289
10.	W7545P	XKP524324
11.	W7545P	XKP524327
12.	W7545P	XKP524452
13.	W7545P	XKP524465
14.	W7545P	XKP524522
15.	W7545P	XKP524551
16.	W7545P	XKP524570

Xerox Equipment Removed from Pool		
Item	Description	Serial #
17.	W7545P	XKP528603
18.	W7545P	XKP558620



Pool Plan
Terms & Conditions

1. **THE POOL PLAN** modifies the Services Contract, entered into between Customer and Xerox and identified by its 10-digit Services Contract number on the Pool Plan documents. This Pool Plan and the Services Contract constitute the entire agreement as to the pool(s) identified herein, and supersedes all other oral and written agreements regarding said pool(s). Except as set forth in this Pool Plan, the Services Contract will remain as stated. In the event of a conflict between the terms of the Services Contract and this Pool Plan, this Pool Plan will control.
2. **DEFINITIONS:** Any term not defined below for this Pool Plan will be as set forth in the SSA or SSO. As used herein, the following terms will have these meanings:
 - a. "Additional Impression Charge" or "AIC" means the charge for each impression above the Monthly Impressions Included in Plan.
 - b. "Meter Reconciliation Period" ("MRP") means the frequency with which the actual impressions made on Pooled Equipment are compared to the Monthly Impressions Included in Plan for invoicing purposes. Each pool may only have one MRP.
 - c. "Pool Plan" means a specific pricing arrangement for impressions for 2 or more units of Equipment, with applicable terms and conditions. Multiple Pool Identifiers may exist under a Services Contract.
 - d. "Xerox Equipment In Pool" or "Pooled Equipment" means the Equipment set forth in the Xerox Equipment In Pool table as shown in the Pool Plan documents. An updated Xerox Equipment In Pool table will be issued with each modification to a Pool Plan. Each pool will be identified by a Pool ID. Equipment with both Black & White and Color meters may contribute to more than one pool. Multiple pools may exist under a Services Contract
 - e. "Monthly Impressions Included in Plan", as shown in the Pool Plan documents, indicates the monthly level of impressions that must be exceeded on the Pooled Equipment before the AIC becomes billable.
 - f. "SSO AIC" means the charge for each impression above the "Monthly Impressions In Plan", as shown in the SSO documents included for each unit which is outside the Pool Plan.
 - g. "Annual" means 12 consecutive months beginning in January.
3. **PRICING** The MMC for each unit of Pooled Equipment will be as set forth in a Services Contract. The AIC pricing for a pool is based on Pooled Equipment that is physically installed or pending delivery. The "Monthly Impressions Included in Plan" and the AIC will be revised as Equipment is added to or removed from a pool. Unless the units' "Plan Features" indicate "Fixed Price", Xerox may annually adjust the AIC. (For state and local government customers, this adjustment will take place at the commencement of such Customer's annual contract cycles).
4. **BILLING** The unit MMCs for Pooled Equipment will be invoiced monthly. The AIC will be invoiced in arrears based on the frequency of the MRP.
5. **ANNUAL RECONCILIATION:** If the MRP is Annual, Xerox will invoice the AIC at the end of each calendar year for impressions in excess of 12 times the Monthly Impressions Included in Plan. Partial years will be invoiced on a pro rata basis, based on a 30-day billing month.

6. **POOL PLAN CREATION AND MODIFICATIONS:** The Pool Plan Effective Date will be (i) the date shown on the face of the Pool Plan documents, or (ii) the installation date of the first newly placed unit of Xerox Equipment In Pool- at the inception of a pool, whichever is later.
 - a. **NEW POOL OR ADDITIONS TO POOL:** When a pool is created or when Equipment is added to a pool the Equipment will be invoiced using its pool AIC in effect at the end of that MRP.
 - b. **REMOVALS FROM POOL:** When a unit of Equipment is removed from a pool and its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a unit of Equipment is removed from a pool and continues under its SSO, it will revert to its SSO AIC, exclusive of any Pool Plan, beginning on the first day of the MRP during which the Equipment is removed from the pool.
 - c. **TERMINATION OF A POOL:** Either party may terminate a pool upon 30 days prior written notice. A modification resulting in less than 2 units in a pool will be a termination of that pool. When a pool is terminated and the Equipment is removed from its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a pool is terminated and the Equipment continues under its SSO it will be invoiced using its then current SSO AIC.
 - d. **TRANSFERRING EQUIPMENT FROM ONE POOL TO ANOTHER POOL:** When Equipment is transferred from one pool to another pool, the Equipment will be invoiced for the entire MRP using the receiving pool's AIC in effect at the end of that MRP.
7. **EQUIPMENT TERMINATION:** When a unit of Equipment in a pool is terminated, Customer will be invoiced for that unit as set forth in this Pool Plan and for any other applicable charges as set forth in the SSA or Services Contract.

Services & Solutions Order

under Services Contract # 7107056-001

Customer: CHAMPAIGN, COUNTY OF
Bill To: COUNTY OF CHAMPAIGN
 C/OXBS
 1776 E WASHINGTON ST
 URBANA, IL 61802-7692



Services Provided

Service	Description
Tailored Offering	DocuCare/Breakfix SOW - 52520

Order Summary

Agreement	Pricing	Payment
Term 12/1/2015 - 11/30/2020 (60 Months) Issued per Services and Solutions Agreement # 7107056 Attachments to this Order <ul style="list-style-type: none"> Pool Plan Document DocuCare Breakfix SOW 52520 	Total for this Order Net Monthly Minimum Charge (\$3,873.98) Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge)	Taxing Information Tax ID # .

Authorized Signature

Your signature indicates your agreement to the items and pricing in this Order.

Signer: Deb Busey

Phone: 217-384-3776

Customer Authorized Signature: _____ Date: _____

Thank You for your business!
 This agreement is proudly presented by Xerox and
Dan F Doetterl
312-849-1258
 For information on your Xerox Account,
 Please see your Sales Representative

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
1.	D110CP (D110 COPIER/PRINTER) - Customer Ed - Analyst Services	\$872.53	1: Meter 1	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN BROOKENS ADMIN SVC 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
2.	D110CP (D110 COPIER/PRINTER) - Customer Ed - Analyst Services	\$911.07	1: Meter 1	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COUNTY CLERK 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
3.	5865APT (5865A PT/COP/4TRAY) - Customer Ed - Analyst Services	\$285.89	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN MENTAL HEALTH 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
4.	5865APT (5865A PT/COP/4TRAY) - Customer Ed - Analyst Services	\$292.50	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN NURSING HOME 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
5.	5890APT (5890A PT/COP/4TRAY) - Customer Ed - Analyst Services	\$463.37	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN NURSING HOME 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan					Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
6.	5865APT (5865A PT/COP/4TRAY) - Customer Ed - Analyst Services	\$292.50	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN STATES ATTORNEY OFF 2ND FLOOR 101 E MAIN ST URBANA, IL 61801-2736	XRX
7.	5865APT (5865A PT/COP/4TRAY) - Customer Ed - Analyst Services	\$292.50	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN CIRCUIT COURT TRAFFIC DIVISION 101 E MAIN URBANA, IL 61801-2730	XRX
8.	5890APT (5890A PT/COP/4TRAY) - Customer Ed - Analyst Services	\$469.99	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN BROOKENS RPC 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
9.	5890APT (5890A PT/COP/4TRAY) - Customer Ed - Analyst Services	\$474.13	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN STATES ATTORNEY OFF 2ND FLOOR 101 E MAIN ST URBANA, IL 61801-2736	XRX
10.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$159.20	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan					Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
11.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$161.72	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN CIRCUIT COURT TRAFFIC DIVISION 101 E MAIN URBANA, IL 61801-2730	XRX
12.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$160.17	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN AUDITOR 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
13.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$160.17	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN CHILD ENFORCEMENT 1776 E WASHINGTON ST URBANA, IL 61802-4578	XRX
14.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$159.69	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN RECORDER D 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
15.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$159.20	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN YOUTH DETENTION CTR BOOKING AREA 400 ART BARTELL RD URBANA, IL 61802-2879	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
16.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$159.90	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN CIRCUIT COURT TRAFFIC DIVISION 101 E MAIN URBANA, IL 61801-2730	XRX
17.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$159.69	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN OFFICE OF SHERIFF RECORDS DIVISION 204 E MAIN ST URBANA, IL 61801-2730	XRX
18.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$159.58	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
19.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$158.08	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN AUDITOR 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
20.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$150.94	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN PROBATION OFFICE 101 E MAIN ST URBANA, IL 61801-2736	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
21.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$156.14	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN NURSING HOME 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
22.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$168.92	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COUNTY CLERK 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
23.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$158.62	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN BOARD OF REVIEW 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
24.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$159.62	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN OFFICE OF SHERIFF 1ST FLOOR 204 E MAIN ST URBANA, IL 61801-2730	XRX
25.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$159.36	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
26.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$157.11	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN BROOKENS ADMIN SVC 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
27.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$157.11	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN TREASURER 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
28.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$157.60	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN SHERRIF'S DEPT SQUAD ROOM 204 E MAIN ST URBANA, IL 61801-2730	XRX
29.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$156.63	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 310 W CHURCH ST SAVOY, IL 61874-9786	XRX
30.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$161.85	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan				Plan Features	Modification to Prior Pricing	Install Location	Owner	
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier					Additional Impression Charge
31.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$153.48	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN CHILD ADVOCACY CTR 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
32.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$161.85	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN CIRCUIT COURT TRAFFIC DIVISION 101 E MAIN URBANA, IL 61801-2730	XRX
33.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$162.40	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN BROOKENS ADMIN SVC 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
34.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$167.42	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN STATES ATTORNEY OFF 2ND FLOOR 101 E MAIN ST URBANA, IL 61801-2736	XRX
35.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$171.78	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN PROBATION OFFICE 101 E MAIN ST URBANA, IL 61801-2736	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan					Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
36.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$163.07	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COURT SERVICES RM 330 101 E MAIN ST URBANA, IL 61801-2736	XRX
37.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$164.63	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COURT SERVICES RM 120 101 E MAIN ST URBANA, IL 61801-2736	XRX
38.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$164.63	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COURT SERVICES RM 120 101 E MAIN ST URBANA, IL 61801-2736	XRX
39.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$173.74	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN STATES ATTORNEY OFF 2ND FLOOR 101 E MAIN ST URBANA, IL 61801-2736	XRX
40.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$170.42	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan					Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
41.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$165.50	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN PROBATION OFFICE 101 E MAIN ST URBANA, IL 61801-2736	XRX
42.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$175.83	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COURT SERVICES RM 230 101 E MAIN ST URBANA, IL 61801-2736	XRX
43.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$163.07	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COURT SERVICES RM 332 101 E MAIN ST URBANA, IL 61801-2736	XRX
44.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$163.07	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COURT SERVICES RM 241 101 E MAIN ST URBANA, IL 61801-2736	XRX
45.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$164.63	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COURT SERVICES RM 120 101 E MAIN ST URBANA, IL 61801-2736	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan					Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
46.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$160.71	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COUNTY JAIL 502 S LIERMAN URBANA, IL 61802	XRX
47.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$160.28	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 210 S BARTELL URBANA, IL 61802	XRX
48.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$163.07	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COURT SERVICES RM 120 101 E MAIN ST URBANA, IL 61801-2736	XRX
49.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$159.69	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN PHYSICAL PLANT 1776 E WASHINGTON ST URBANA, IL 61802-4578	XRX
50.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$186.80	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
51.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$167.02	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN WORKFORCE INVESTMENT AREA 115 N STATE ST MONTICELLO, IL 61856	XRX
52.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$167.02	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 402 N RANDOLPH ST CHAMPAIGN, IL 61820-3524	XRX
53.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$158.71	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN WORKFORCE INVESTMENT AREA 1307 N MATTIS AVE CHAMPAIGN, IL 61821-1818	XRX
54.	W5755APT (WORKCENTRE 5755) - Customer Ed - Analyst Services	\$169.38	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN WORKFORCE INVESTMENT AREA 124 W STATE ST STE 9 PAXTON, IL 60957	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan					Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
55. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		\$204.03	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN OFFICE OF SHERIFF 1ST FLOOR 204 E MAIN ST URBANA, IL 61801-2730	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
56. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		\$193.63	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN PROBATION OFFICE 101 E MAIN ST URBANA, IL 61801-2736	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
57. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		\$202.04	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN SUPERVISORY SSESMENT 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
58. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		\$200.42	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN RPC SAVOY HEAD START 310 W CHURCH ST SAVOY, IL 61874-9786	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
59. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		\$200.42	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CHAMPAIGN COUNTY HEADSTART 500 SUNVIEW RD RANTOUL, IL 61866-2121	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan				Plan Features	Modification to Prior Pricing	Install Location	Owner	
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier					Additional Impression Charge
60.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$199.53	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COUNTY JAIL 101 E MAIN ST URBANA, IL 61801-2736	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
61.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$227.74	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN COUNTY JAIL 502 S LIERMAN URBANA, IL 61802	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
62.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$205.98	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN STATES ATTORNEY OFF 2ND FLOOR 101 E MAIN ST URBANA, IL 61801-2736	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
63.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$199.53	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN YOUTH DETENTION CTR BOOKING AREA 400 ART BARTELL RD URBANA, IL 61802-2879	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
64.	W7970P (WORKCENTRE 7970) - Customer Ed - Analyst Services	\$241.53	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN BROOKENS ADMIN SVC 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
			2: Color	Per Pool Plan	54465	Per Pool Plan				

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan				Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier				
65. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$202.04	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
		2: COLOR	Per Pool Plan	54465	Per Pool Plan				
66. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$200.42	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	RPC WEST HEAD START 809 N NEIL ST CHAMPAIGN, IL 61820-3058	XRX
		2: COLOR	Per Pool Plan	54465	Per Pool Plan				
67. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$201.06	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN RPC HEADSTART 108 S WEBBER ST URBANA, IL 61802-3449	XRX
		2: COLOR	Per Pool Plan	54465	Per Pool Plan				
68. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$200.93	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN NURSING HOME 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
		2: COLOR	Per Pool Plan	54465	Per Pool Plan				
69. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	\$206.08	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN WORKFORCE INVESTMENT AREA 1307 N MATTIS AVE CHAMPAIGN, IL 61821-1818	XRX
		2: COLOR	Per Pool Plan	54465	Per Pool Plan				

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan					Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
70. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		\$225.07	1: BLACK	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN WORKFORCE INVESTMEN AREA ROOM 117 1001 E GRANT ST WATSEKA, IL 60970-1832	XRX
			2: COLOR	Per Pool Plan	54465	Per Pool Plan				
71. W7970P (WORKCENTRE 7970) - Customer Ed - Analyst Services		\$405.54	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN BROOKENS ADMIN SVC 1776 E WASHINGTON ST URBANA, IL 61802- 7692	XRX
			2: Color	Per Pool Plan	54465	Per Pool Plan				
72. W7970P (WORKCENTRE 7970) - Customer Ed - Analyst Services		\$368.46	1: BW	Per Pool Plan	54464	Per Pool Plan	- Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	COUNTY OF CHAMPAIGN BROOKENS RPC 1776 E WASHINGTON ST URBANA, IL 61802- 7692	XRX
			2: Color	Per Pool Plan	54465	Per Pool Plan				
73. EFISVR (EX PRT SRV-110/125CP)		\$269.31	N/A	N/A	N/A	N/A	- Fixed Price	N	COUNTY OF CHAMPAIGN COUNTY CLERK 1776 E WASHINGTON ST URBANA, IL 61802- 7692	XRX
Total Additions to Monthly Minimum Charge			\$16,027.74							

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed

Item	Description	Monthly Minimum Charge	Pool Identifier	Transaction Type	Install Location	Owner
1.	GYA891045: 4112CP	(\$1,072.64)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
2.	HXL126643: EFICNTRL	(\$250.90)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
3.	GYA891063: 4127CP	(\$1,117.93)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
4.	XEL554236: NAAOM75	(\$292.69)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
5.	XEL554266: NAAOM75	(\$318.13)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
6.	XEL556051: NAAOM75	(\$318.13)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
7.	XEL556114: NAAOM75	(\$318.13)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
8.	XEL556116: NAAOM75	(\$318.13)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
9.	XEL555985: NAAOM75	(\$648.70)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
10.	XEL556238: NAAOM75	(\$662.24)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
11.	VXX065217: WC5150	(\$139.12)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
12.	VXX065252: WC5150	(\$151.39)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
13.	VXX065255: WC5150	(\$143.88)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
14.	VXX065263: WC5150	(\$143.88)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
15.	VXX065267: WC5150	(\$141.49)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
16.	VXX065281: WC5150	(\$139.12)	Data Available Upon Request	Trade	Data Available Upon Request	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed						
Item	Description	Monthly Minimum Charge	Pool Identifier	Transaction Type	Install Location	Owner
17.	VXX065287: WC5150	(\$142.49)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
18.	VXX065289: WC5150	(\$141.49)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
19.	VXX065296: WC5150	(\$140.91)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
20.	VXX065398: WC5150	(\$143.88)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
21.	VXX065400: WC5150	(\$108.85)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
22.	VXX065405: WC5150	(\$134.35)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
23.	VXX065407: WC5150	(\$139.12)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
24.	VXX065408: WC5150	(\$146.40)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
25.	VXX065411: WC5150	(\$151.39)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
26.	VXX065412: WC5150	(\$150.01)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
27.	VXX065423: WC5150	(\$139.12)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
28.	VXX065429: WC5150	(\$139.12)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
29.	VXX065430: WC5150	(\$141.49)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
30.	VXX065431: WC5150	(\$136.73)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
31.	VXX065434: WC5150	(\$152.00)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
32.	VXX065439: WC5150	(\$141.75)	Data Available Upon Request	Trade	Data Available Upon Request	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed						
Item	Description	Monthly Minimum Charge	Pool Identifier	Transaction Type	Install Location	Owner
33.	VXX065458: WC5150	(\$152.00)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
34.	VXX065459: WC5150	(\$154.70)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
35.	VXX065461: WC5150	(\$171.09)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
36.	VXX065465: WC5150	(\$200.65)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
37.	VXX065471: WC5150	(\$158.00)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
38.	VXX065477: WC5150	(\$165.69)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
39.	VXX065479: WC5150	(\$165.69)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
40.	VXX065481: WC5150	(\$202.02)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
41.	VXX065488: WC5150	(\$194.06)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
42.	VXX065489: WC5150	(\$169.95)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
43.	VXX065492: WC5150	(\$158.00)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
44.	VXX065493: WC5150	(\$158.00)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
45.	VXX065494: WC5150	(\$158.00)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
46.	VXX065498: WC5150	(\$165.69)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
47.	VXX065500: WC5150	(\$146.42)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
48.	VXX065504: WC5150	(\$144.40)	Data Available Upon Request	Trade	Data Available Upon Request	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed						
Item	Description	Monthly Minimum Charge	Pool Identifier	Transaction Type	Install Location	Owner
49.	VXX065512: WC5150	(\$158.00)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
50.	VXX065514: WC5150	(\$141.49)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
51.	VXX067808: WC5150	(\$120.33)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
52.	VXX096104: WC5150	(\$164.79)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
53.	VXX096290: WC5150	(\$164.79)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
54.	VXX096383: WC5150	(\$136.69)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
55.	VXX096388: WC5150	(\$164.79)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
56.	XKP524108: 7556	(\$319.07)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
57.	XKP524150: 7556	(\$268.20)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
58.	XKP524171: 7556	(\$302.80)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
59.	XKP524275: 7556	(\$301.39)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
60.	XKP524280: 7556	(\$301.39)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
61.	XKP524289: 7556	(\$290.44)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
62.	XKP524324: 7556	(\$322.27)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
63.	XKP524327: 7556	(\$322.02)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
64.	XKP524452: 7556	(\$290.44)	Data Available Upon Request	Trade	Data Available Upon Request	XRX

Services & Solutions Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed						
Item	Description	Monthly Minimum Charge	Pool Identifier	Transaction Type	Install Location	Owner
65.	XKP524465: 7556	(\$302.71)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
66.	XKP524522: 7556	(\$302.71)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
67.	XKP524551: 7556	(\$301.39)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
68.	XKP524570: 7556	(\$304.60)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
69.	XKP528603: 7556	(\$297.20)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
70.	XKP558620: 7556	(\$379.85)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
71.	MX4323689: 7845 CONTRACT/EXCEPTION	(\$387.37)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
72.	RFX352132: WC7775P	(\$759.79)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
73.	RFX352146: WC7775P	(\$720.24)	Data Available Upon Request	Trade	Data Available Upon Request	XRX
Total Subtractions to Monthly Minimum Charge			(\$18,614.72)			

Staffing & Management Services Added			
Item	Description	Monthly Minimum Charge	Plan Features
1.	Illinois (Springfield, Rockford)/Client Associate	\$4,609.00	- Fixed Price
2.	Illinois (Springfield, Rockford)/Account Operations Manager	\$523.00	- Fixed Price
Total Additions to Monthly Minimum Charge		\$5,132.00	

Services & Solutions Order

under Services Contract # 7107056-001



Additional Value-Added Products or Services					
Item	Description	Monthly Minimum Charge	Type	Plan Features	Modification to Prior Pricing
1.	PC	\$16.00	Hardware	- Fixed Price	Y
2.	phone 100 Mileage 150	\$287.00	Hardware	- Fixed Price	N
Total Additions to Monthly Minimum Charge		\$303.00			

Services Removed or Changed					
Item	Category	Description	Monthly Minimum Charge	Type	Transaction Type
1.	Staffing and Management Services	Illinois, Client Associate, 2b	(\$6,046.00)	N/A	Removal
2.	Staffing and Management Services	Illinois, Average AOM	(\$651.00)	N/A	Removal
3.	Value-Added Product or Service	PC	(\$25.00)	Hardware	Refinanced
Total Subtractions to Monthly Minimum Charge			(\$6,722.00)		



Services Contract Terms & Conditions

The following terms and conditions are in addition to those in the SSA. In the event of a conflict between terms and conditions, the order of precedence will be the SSA, this SSO and the applicable SOW, except where expressly stated otherwise in the SSA.

MODIFICATION OF PRIOR AGREEMENT: This Order modifies a prior agreement between you and Xerox for one or more of the Products identified herein. You may be charged a one-time administrative/processing fee per modified unit for the modification of the prior agreement, which fee will be financed under this Order.

ANNUAL METER RECONCILIATION: Each month Customer will be billed for the then-current Monthly Minimum Charge(s) under an Order. The number of "Monthly Impressions In Plan" will count towards an Annual Minimum Volume (calculated as twelve (12) times the Monthly Impressions In Plan) for the Equipment installed under an SSO. At the end of each "Annual Period", (defined as the twelve (12) consecutive months beginning in January), Xerox will bill Customer for impressions produced in excess of the Annual Minimum Volume, at the Additional Impression Charge set forth in an Order. In the event that the total number of impressions produced in an Annual Period is less than the Annual Minimum Volume, Customer agrees to pay the Annual Minimum Volume. Xerox will bill Customer for partial months or Annual Periods on a pro rata basis.

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7107056-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.



ORDINANCE NO.

FY2016 ANNUAL TAX LEVY ORDINANCE

WHEREAS, we the County Board of Champaign County, Illinois, have determined that for County purposes, it will be necessary to levy a tax in the total amount of \$31,433,942 on the real property and railroad property, in Champaign County, Illinois, for raising of monies for the several objects and purposes specified in the FY2016 Annual Budget and Appropriation Ordinance,

NOW, THEREFORE, BE IT ORDAINED that there is hereby levied a tax in the amount of \$9,762,889 for the County General Corporate purposes;

\$1,223,398 for salaries and operating budget of the Circuit Court
\$5,444,266 for salaries and operating budget of the Correctional Center
\$953,403 for salaries and operating budget of the Public Defender's Office
\$2,141,822 for salaries and operating budget of the Physical Plant;

BE IT FURTHER ORDAINED that there is hereby levied a tax in the amount of \$1,504,649 for the purpose of purchasing insurance against any loss or liability which may be imposed upon the County, in accordance with 745 ILCS 10/9-107, said \$1,504,649 is exclusive of and in addition to those sums heretofore levied; and

\$566,881 levied for liability/property insurance claims/reserve
\$642,643 levied for Worker Compensation insurance claims/reserve
\$290,000 levied for unemployment insurance claims/reserve;
\$ 5,125 levied to replenish the fund balance;

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$2,311,489 as the County Highway Tax, as provided in the Illinois Highway Code, being for the purpose of improving, repairing, maintaining, constructing, and reconstructing highways in this county required to be repaired, maintained, and constructed by the County in accordance with 605 ILCS 5/5-601, said sum raised to be placed in a separate fund known as the County Highway Fund, which \$2,311,489 is exclusive of and in addition to those sums heretofore levied; and

\$1,676,316 levied for Highway Department employee salaries and fringe benefits
\$ 635,173 levied for operating budget of Highway Department;

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$1,159,379 as provided in the Illinois Highway Code, for the County Bridge Fund for expenditures payable from the County Bridge Fund and for the purpose of constructing and repairing bridges, culverts, drainage structures or grade separations, including approaches thereto, on public roads in the County, required to be so constructed and repaired by the County under the Illinois Highway Code, in accordance with 605 ILCS 5/5-602, said sum of \$1,159,379 being exclusive of and in addition to those sums heretofore levied; and

\$1,159,379 levied for bridges, culverts and engineering fees;

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$4,313,571 for the purpose of providing community mental health facilities and services in Champaign County, pursuant to an election held November 7, 1972, authorizing a levy of a tax not to exceed 10 percent of the full assessed valuation, and amendments to the Community Mental Health Act, 405 ILCS 20/4, authorizing an increase to the maximum levy of tax not to exceed .15 percent of the full assessed valuation, said sum shall be placed into a special fund in the Champaign County Treasury to be designated as the "Community Mental Health Fund" and shall be used only for the purpose specified in the Illinois Compiled Statutes; said sum of \$4,313,571 is exclusive of and in addition to those sums heretofore levied; and

\$ 602,464 levied for Mental Health Board employee salaries and fringe benefits
\$3,583,973 levied for Mental Health grants to service providers
\$ 127,134 levied for contracts and professional services;

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$2,901,964 in accordance with an act entitled Illinois Municipal Retirement Fund Act, as amended, 40 ILCS 5/7-171, and being for the purpose of making county contributions to said Illinois Municipal Retirement Fund as required by law, said \$2,901,964 being exclusive of and in addition to those sums heretofore levied; and

\$2,901,964 levied for General Corporate Employer Retirement Costs;

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$1,625,083 for the purpose of participation in the Federal Social Security Insurance Program and Federal Medicare Program, in accordance with 40 ILCS 5/21-110 to 5/21-110.1, said \$1,625,083 is exclusive of and in addition to those sums heretofore levied; and

\$1,625,083 levied for General Corporate Employer Social Security and Medicare.

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$94,495 for the purpose of providing funds to pay expenses in the construction and maintenance of highways in the federal aid network or County highway network in accordance with 605 ILCS 5/5-603, and said sum of \$94,495 shall be placed in a separate fund known as the Matching Fund and is exclusive of and in addition to those sums heretofore levied; and

\$94,495 levied for road improvement match funds;

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$422,183 for the purpose of the County's share of the Cooperative Extension service programs, in accordance with 505 ILCS 45/8, said \$422,183 is exclusive of and in addition to those sums heretofore levied; and

\$422,183 levied for Cooperative Extension Education Programs;

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$1,097,594 for the purpose of the County Health Fund in accordance with 70 ILCS 905/15 and 55 ILCS 5/5-25010 to 5-25011, said \$1,097,594 shall be held in a separate fund known as the

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

\$491,722 levied for public health services in Champaign County outside of Champaign-Urbana

\$605,872 levied for rebate to the Champaign-Urbana Public Health District;

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$1,173,917 for the purpose of the County Nursing Home Fund in accordance with 55 ILCS 5/5-21001, said \$1,173,917 shall be held in a separate fund known as the Champaign County Nursing Home Fund, and is exclusive of and in addition to those sums heretofore levied; and

\$1,173,917 levied for Nursing Home employee salaries and fringe benefits.

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$1,436,363 for the purpose of paying the principal and interest due on Nursing Home Construction Bonds dated February 26, 2003, issued pursuant to County Board Resolution No. 4644 adopted February 6, 2003, said sum of \$1,436,363 is exclusive of and in addition to those sums heretofore levied; and

\$1,436,363 levied for bond principal/interest payments;

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$3,630,368 for the purpose of providing facilities or services for the benefit of residents in Champaign County who are cognitively challenged or under a developmental disability and who are not eligible to participate in any such program conducted under Article 14 of the School Code, pursuant to an election held November 2, 2004, authorizing a levy of a tax not to exceed .10 percent of the full assessed valuation, said sum shall be placed into a special fund in the Champaign County Treasury to be designated as the "Fund for Persons With a Developmental Disability" and shall be used only for the purpose specified in 55 ILCS 105; said sum of \$3,630,368 is exclusive of and in addition to those sums heretofore levied; and

\$3,630,368 levied for grants to service providers and professional services in administering grants;

BE IT FURTHER ORDAINED that the sums heretofore levied in the total amount of \$31,433,942 be raised by taxation upon property in this County and the County Clerk of Champaign County is hereby ordered to compute and extend upon the proper books of the County Collector for the said year, the sums heretofore levied for so much thereof as will not in the aggregate exceed the limit established by law on the assessed valuation as equalized for the year 2015.

PRESENTED, PASSED, APPROVED and RECORDED by the County Board of
Champaign County, Illinois, at the recessed September, A.D. 2015 session.

Dated this 19th day of November A.D. 2015.

Patti Petrie, Chair
Champaign County Board

AYE ___ **NAY** ___ **ABSENT**

ATTEST:

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

**TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE**

I, the undersigned, hereby certify that I am the presiding officer of the County of Champaign, Illinois, and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation Law" or the levy ordinance does not exceed 105% of the previous year's extension.

This certificate applies to the RY2015 levy.

Date: November 19, 2015.

PRESIDING OFFICER: _____
Patti Petrie, Chair
Champaign County Board

ORDINANCE NO.

FY2016 ANNUAL BUDGET AND APPROPRIATION ORDINANCE

WHEREAS, the Finance Committee of the Whole of the County Board of Champaign County, Illinois, has considered and determined the amounts of monies estimated and deemed necessary expenses to be incurred by and against the County of Champaign, State of Illinois, within and for the fiscal year beginning January 1, 2016 and ending December 31, 2016, and has further proposed County expenditures in the attached recommended Budget; and

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Champaign County Board that the attached recommended Budget is hereby adopted as the Annual Budget and Appropriation Ordinance of Champaign County for the fiscal year beginning January 1, 2016 and ending December 31, 2016.

PRESENTED, PASSED, APPROVED, AND RECORDED by the County Board of Champaign County, Illinois, at the recessed September, A.D. 2015 session.

Dated this 19th day of November A.D. 2015.

Patti Petrie, Chair
Champaign County Board

AYE ____ NAY ____ ABSENT ____

ATTEST:

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

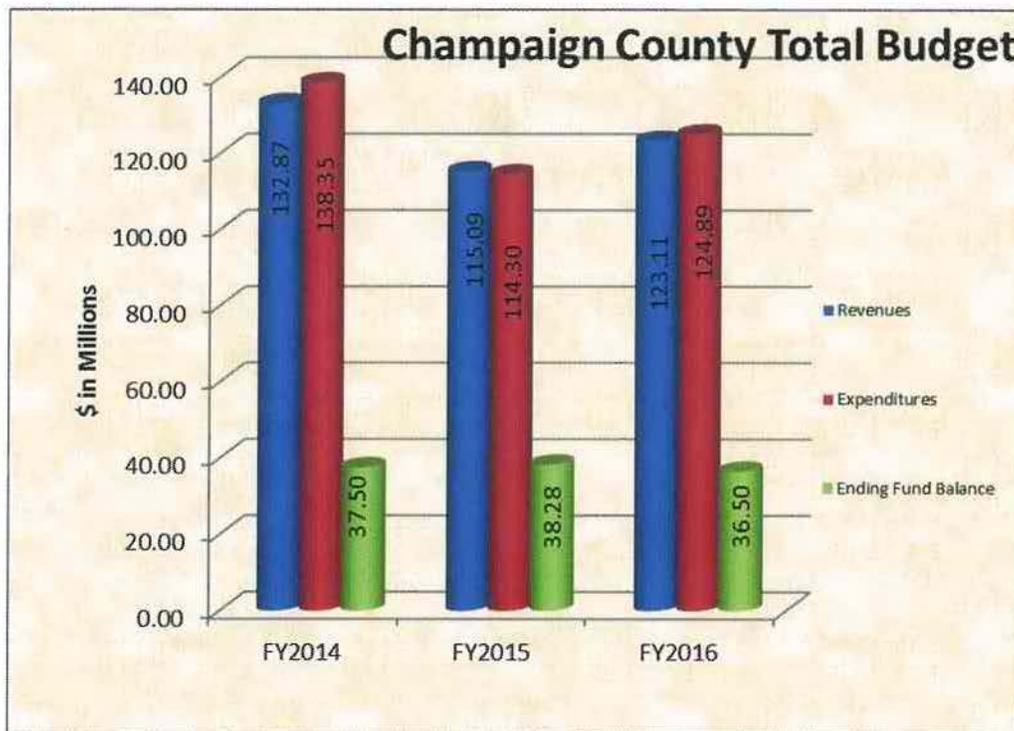


FY2016 BUDGET SUMMARY

Champaign County's total **FY2016 Budget** is set at **\$124,886,017 in Expenditure** and **\$123,108,389 in Revenue**. This budget has been developed by the County's elected officials and department heads, and initial review with the County Administrator. The County Board conducted legislative budget hearings in which all budgets were presented to the County Board by department heads and elected officials in late August. The County Board receives and places on file for public review the FY2016 budget in October, with approval of the final budget by the County Board on November 19, 2015.

REVENUES and EXPENDITURES FOR ALL FUNDS

This section summarizes revenues and expenditures for all County funds. The following chart shows revenues, expenditures, and ending total fund balances for actual FY2014, current FY2015 (projected), and budgeted for FY2016.



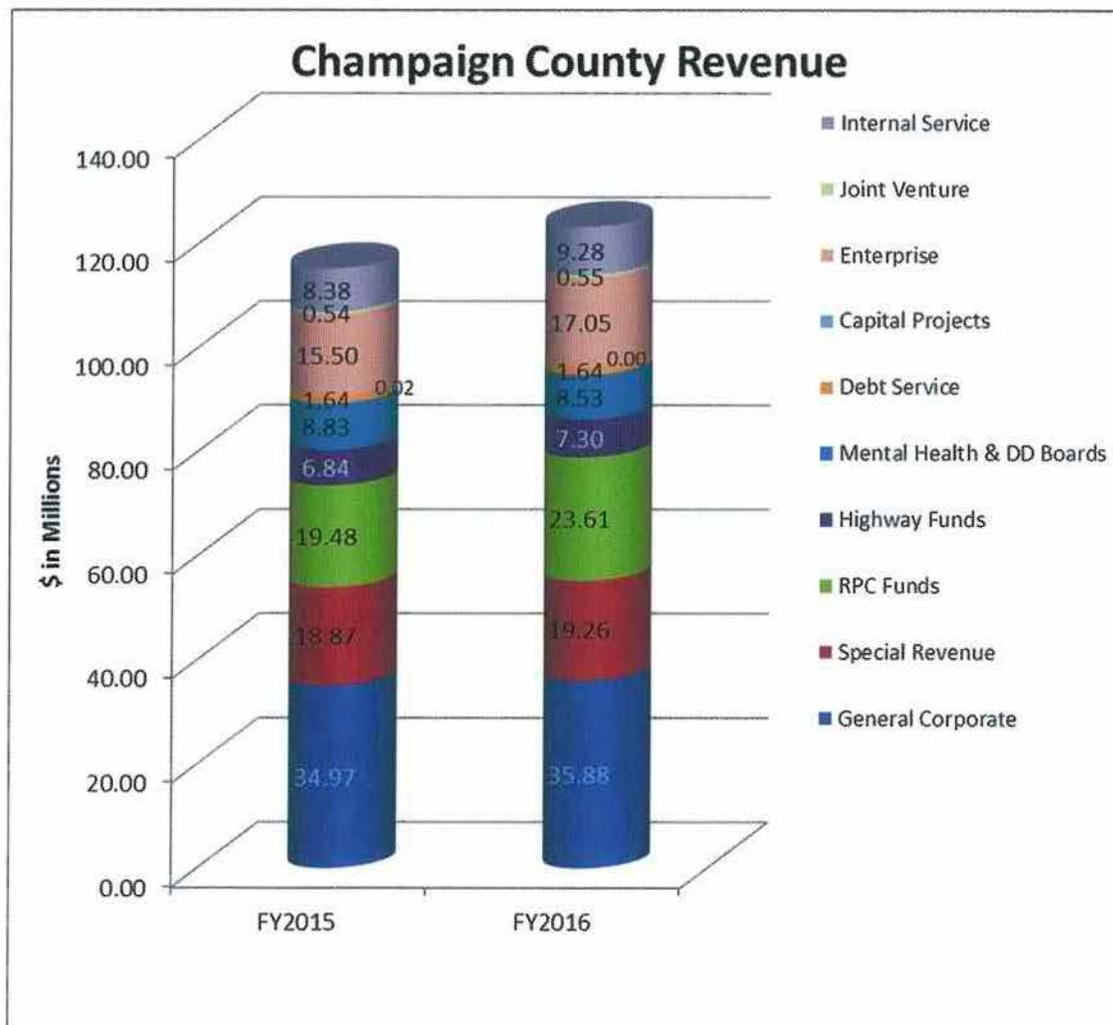
FY2016 marks the second fiscal year budget which aligns with the calendar year. To achieve this, the FY2014 budget was a 13-month budget as the County Board approved a change to the County Fiscal Year from a December 1 – November 30 fiscal year, to a calendar year fiscal year. In order to effect this change, the FY2014 budget covered a 13-month fiscal year from December 1, 2013 to December 31, 2014. This caused an overall increase of 8.3% in the FY2014 budget to accommodate the 13th month in revenue and expenditure.

Overall, the FY2016 total revenues increase by 6.93% over FY2015 projected revenues; and FY2016 total expenditures increase by 9.27% over FY2015 projected expenditures. The following tables and charts depict the changes by fund type:



FY2016 BUDGET SUMMARY

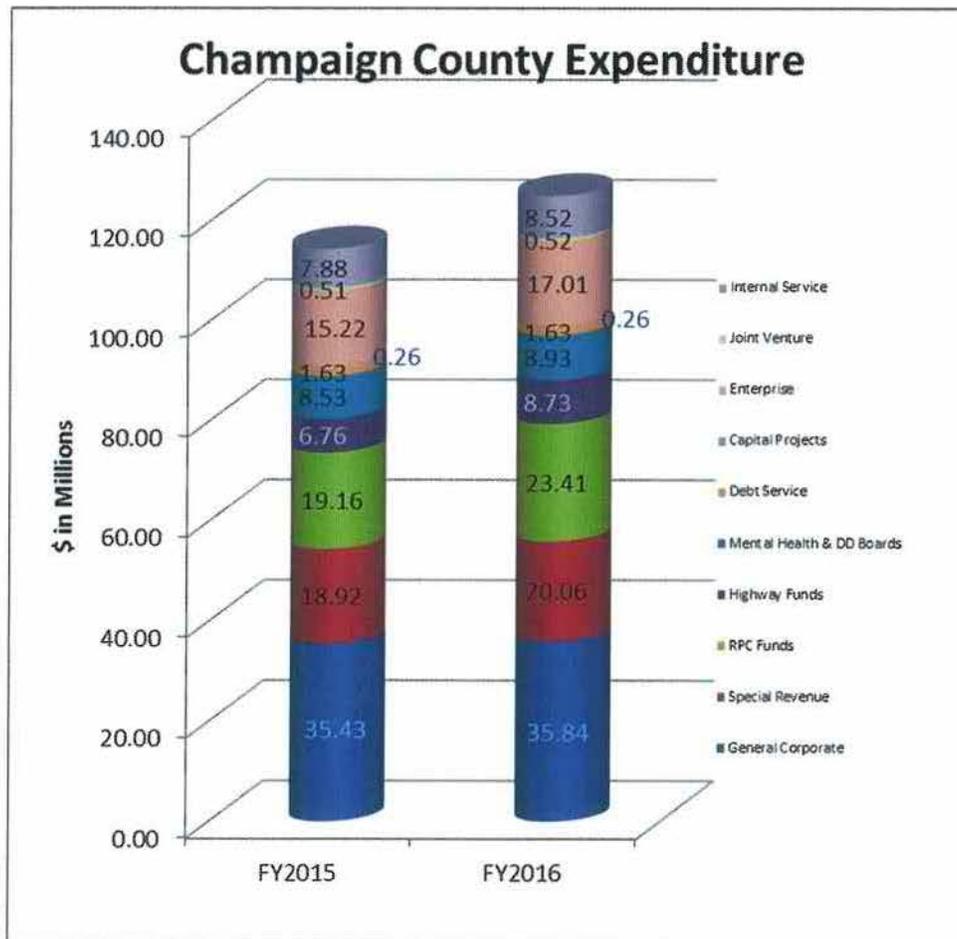
<i>Revenue by Fund Type</i>	FY2015	FY2016	% Change FY2014- FY2015	\$ Change FY2014- FY2015
	(\$ Millions)	(\$ Millions)		(\$ Millions)
General Corporate	34.97	35.88	2.59%	0.91
Special Revenue	18.87	19.26	2.07%	0.39
RPC Funds	19.48	23.61	21.18%	4.13
Highway Funds	6.84	7.30	6.64%	0.45
Mental Health & DD Boards	8.83	8.53	-3.41%	-0.30
Debt Service	1.64	1.64	0.19%	0.00
Capital Projects	0.02	0.00	-98.49%	-0.02
Enterprise	15.50	17.05	9.97%	1.55
Joint Venture	0.54	0.55	2.29%	0.01
Internal Service	8.38	9.28	10.76%	0.90
TOTAL	115.09	123.11	6.97%	8.02





FY2016 BUDGET SUMMARY

Expenditure by Fund Type	FY2015	FY2016	% Change FY2013- FY2014	\$ Change FY2013- FY2014
	(\$Millions)	(\$Millions)		(\$Millions)
General Corporate	35.43	35.84	1.15%	0.41
Special Revenue	18.92	20.06	6.02%	1.14
RPC Funds	19.16	23.41	22.17%	4.25
Highway Funds	6.76	8.73	29.03%	1.96
Mental Health & DD Boards	8.53	8.93	4.68%	0.40
Debt Service	1.63	1.63	-0.23%	0.00
Capital Projects	0.26	0.26	0.00%	0.00
Enterprise	15.22	17.01	11.75%	1.79
Joint Venture	0.51	0.52	1.46%	0.01
Internal Service	7.88	8.52	8.19%	0.64
TOTAL	114.30	124.89	9.27%	10.59





FY2016 BUDGET SUMMARY

The following tables provide summary of revenues by source and expenditures by classification over the three year period; and fund balances by fund type for the FY2016 budget.

REVENUE by SOURCE	FY2014 Actual	FY2015 Projected	FY2016 Budget
	(\$ millions)	(\$ millions)	(\$ millions)
Property Taxes	30.30	31.18	32.12
State Shared Revenue	23.37	21.74	22.87
Licenses & Permits	1.84	1.63	1.75
State & Federal Grants	21.01	18.31	21.02
Local Government Reimbursement	3.31	3.27	3.42
Fees & Fines	26.58	25.44	27.52
Miscellaneous*	8.68	7.96	8.53
Inter-fund Revenue	17.78	5.56	5.88
Total Revenues	132.87	115.09	123.11

EXPENDITURE by CLASSIFICATION	FY2014 Actual	FY2015 Projected	FY2016 Budget
	(\$ millions)	(\$ millions)	(\$ millions)
Personnel	64.59	61.69	65.71
Commodities	4.63	4.08	4.52
Services	38.10	35.32	39.23
Capital	5.58	4.33	6.36
Non-Cash Expense	0.05	0.35	0.36
Inter-fund Expenditure	3.14	2.81	2.92
Debt	22.27	5.73	5.78
Total Expenditures	138.35	114.30	124.89

*Miscellaneous includes rents and royalties, investment income, sale of fixed assets, contributions and other miscellaneous reimbursements.

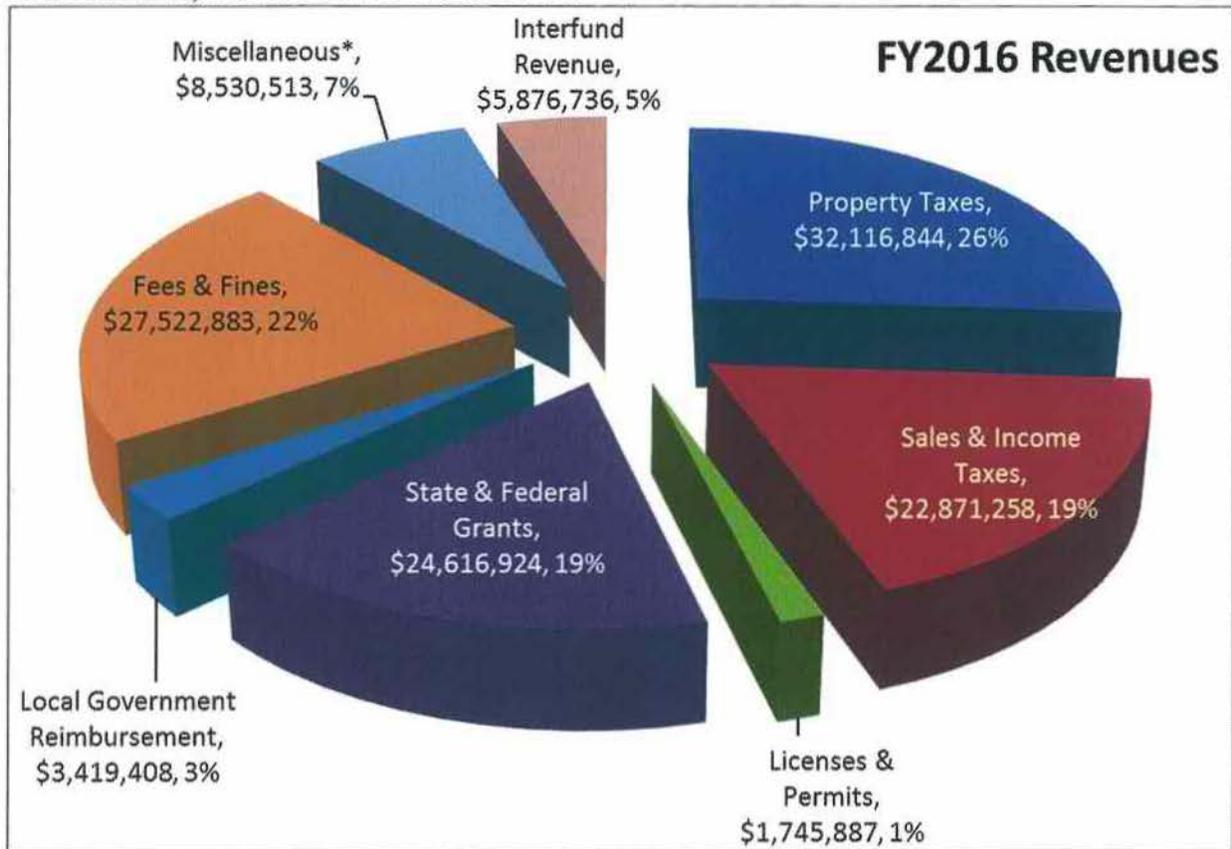
FY2016 Summary of Revenues, Expenditures and Balances by Fund Type				
Fund Type	Beginning Balance	Budgeted Revenue	Budgeted Expenditure	Ending Balance
	(\$millions)	(\$millions)	(\$millions)	(\$millions)
General Fund	3.89	35.88	35.84	3.93
Special Revenue	28.30	58.70	61.14	25.87
Debt Service	0.39	1.64	1.61	0.41
Capital Projects	0.37	0.00	0.26	0.12
Enterprise	0.20	17.05	17.01	0.24
Joint Venture	0.24	0.55	0.52	0.27
Internal Service	4.90	9.28	8.52	5.66
Total All Funds	38.28	123.11	124.89	36.50



FY2016 BUDGET SUMMARY

REVENUE HIGHLIGHTS

The County's FY2016 Budget is comprised of a variety of revenue sources. The major revenue sources for the County are: Property Taxes; Sales and Income Taxes (State Shared Revenues); Fees and Fines; and State and Federal Grants.



PROPERTY TAX

The total FY2016 property tax levy is budgeted at \$31,433,942 – a 2.73% increase over the FY2015 property tax levy of \$30,598,651.

The Equalized Assesd Valuation (EAV) is projected to increase a 2.2% in 2015. The growth of EAV in 2015 is primarily established in Residential and Commercial Assessments.

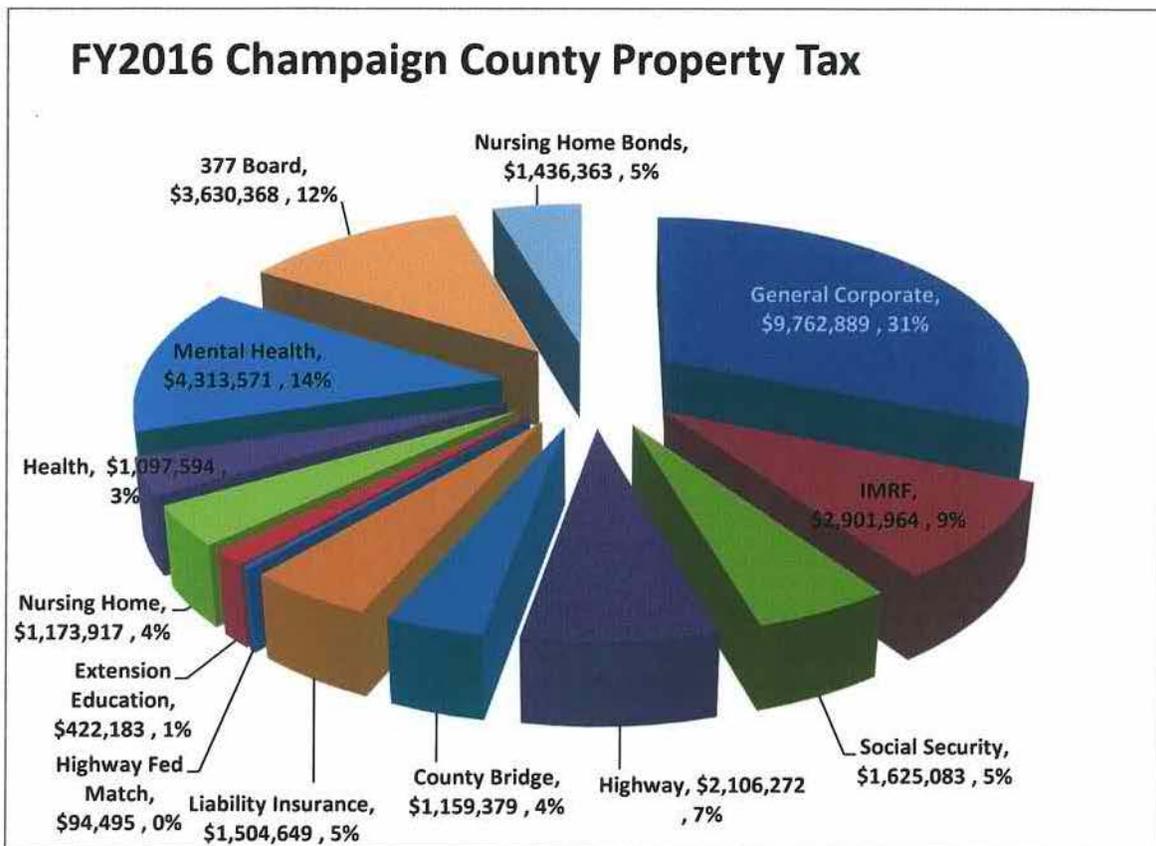
The application of the Property Tax Extension Limitation Law (PTELL) calculation to the 2015 EAV to establish the FY2016 property tax levy includes the CPI increase of 0.8% and the incorporation of new construction growth estimated at \$72,750,830. As stated above, this results in a total levy increase of 2.73% - \$835,291, and the resulting rate increase is projected at 1.44% - going from a total rate of 0.8661/hundred dollars of assessed value to 0.8786/hundred dollars of assessed value.



FY2016 BUDGET SUMMARY

The Social Security and IMRF levies did not require increases for FY2016, and the savings from these two levies was re-appropriated to the General Corporate Fund Levy.

All remaining levies receive the 2.87% increase allowed by the PTELL formula with the exception of Extension Education which increased by 0.42%, and the Nursing Home Bonds levy which required an increase of only 0.14%.



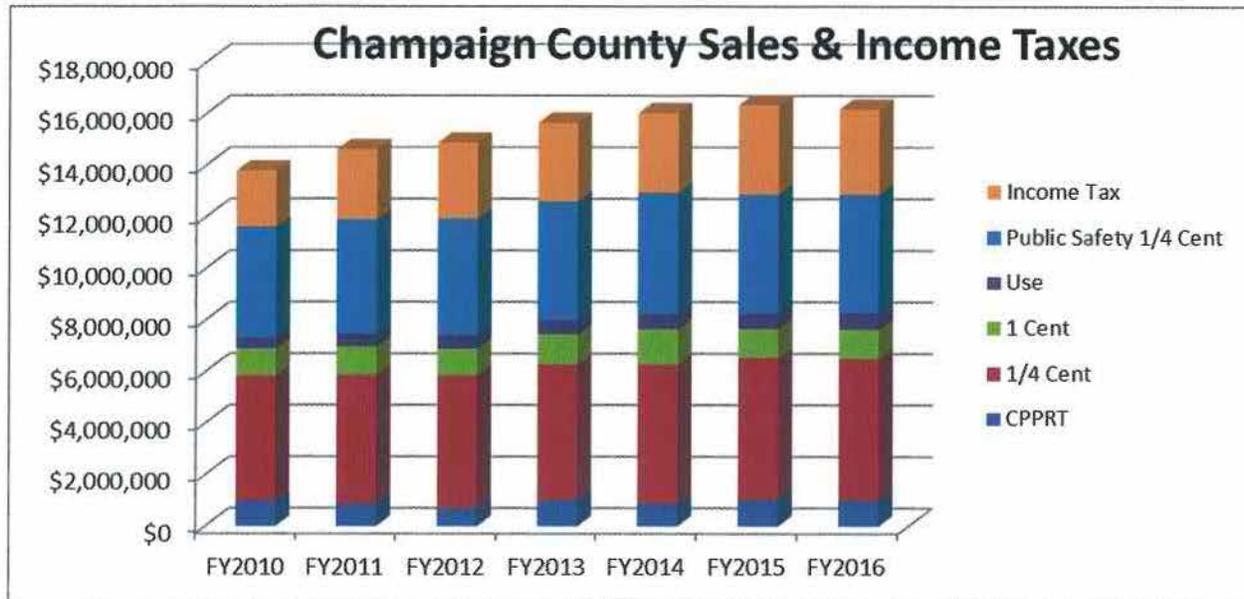
STATE SHARED REVENUES

\$22,871,258 in State Shared Revenue represents 18% of the total revenue for Champaign County in FY2016. All of the County's sales and income taxes are included in the State Shared Revenues. With the exception of \$3.5 million in Motor Fuel Tax and IDOT funding, these revenues are dedicated to the General Corporate Fund and the County's general operating expenses. *The County's financial policy with regard to revenue projection is that these revenues are estimated by an objective, analytical process, wherever practical.*

The sales tax receipts in FY2015 have been either flat or declining. In total, these taxes are currently projected to decrease by 4.9% from the original FY2015 budget to the projected FY2015 budget. The FY2016 budget is based upon estimated overall 1% growth of the total sales tax revenues over the current projected receipts for FY2015.



FY2016 BUDGET SUMMARY



The 1 cent sales tax is collected in the unincorporated areas of the County. It tends to be reflective of the economy of the agricultural community, and in FY2013 increased 14.8% followed by a 17.2% increase in FY2014. The FY2015 budget anticipated a 3% increase, but instead the actual receipts for FY2015 are projected at a 19.4% decrease over FY2014. The FY2016 budget is budgeted as flat against the projection for the FY2015 1 cent sales tax receipts. As stated above, this revenue collected in the unincorporated areas of the County is a reflection of the agricultural economy, and due to federal tax code changes affecting the agricultural industry, sales tax revenues have declined as a result of producers holding off on making agricultural-related purchases

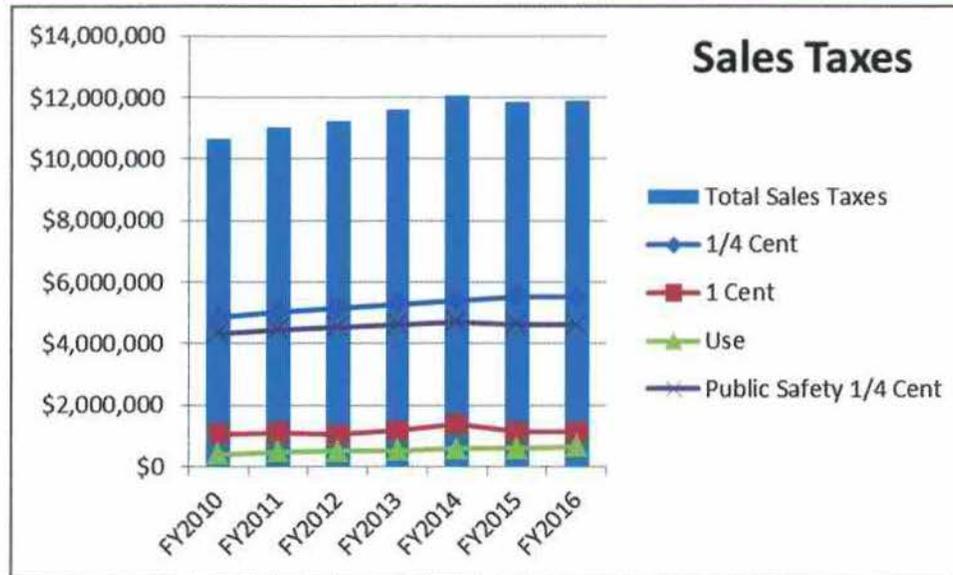
The County's quarter cent sales taxes are typically a reflection of the overall economy, and FY2015 reflects that. The County's general ¼ cent sales tax collected on all retail sales is performing at a flat to declining rate. The first quarter reflected increases from 2 to 4.5%, but the 2nd and 3rd quarters have seen declines from 1.3% to 4% each month, with a total year-to-date performance of a 0.5% decrease over the same period for FY2014. For FY2016, the ¼ cent sales tax is budgeted at a 0.06% decrease over the FY2015 budget.

The public safety ¼ cent sales tax which is collected on retail sales except for vehicles and equipment registered with the State of Illinois demonstrates slightly worse performance in FY2015 – currently year-to-date receipts are 1.85% lower than FY2014. For FY2016, the ¼ cent public safety sales tax is budgeted at a 1.9% decrease over the FY2015 budget.

The overall performance of the sales taxes does reflect the stagnant to slightly declining economy.



FY2016 BUDGET SUMMARY



The Corporate Personal Property Replacement Tax (CPPRT) is currently projected to come in at 6.6% below budget for FY2015, based on year-to-date receipts. The FY2016 budget anticipates an additional 2.2% decrease over projected FY2015 receipts.

The County's share of income tax, which is distributed by the State through the Local Government Distribution Fund (LGDF) reflects strong growth in FY2015. Current receipt of income tax revenue is 12.4% ahead of receipts in FY2014. The FY2016 budget does not anticipate the income tax continuing at that level. The FY2016 budget reflects a 1.1% increase over the original FY2015 budget which is an actual 4.7% decrease over current projected receipts for FY2015.

The conservative projections for Income Tax and Corporate Personal Property Replacement Tax are based on the fact that both revenues are subject to change by the State of Illinois, which has not yet adopted its budget for the fiscal year which began on July 1, 2015 and is in the process of considering changes to local government revenues as it examines its own budget shortfall.

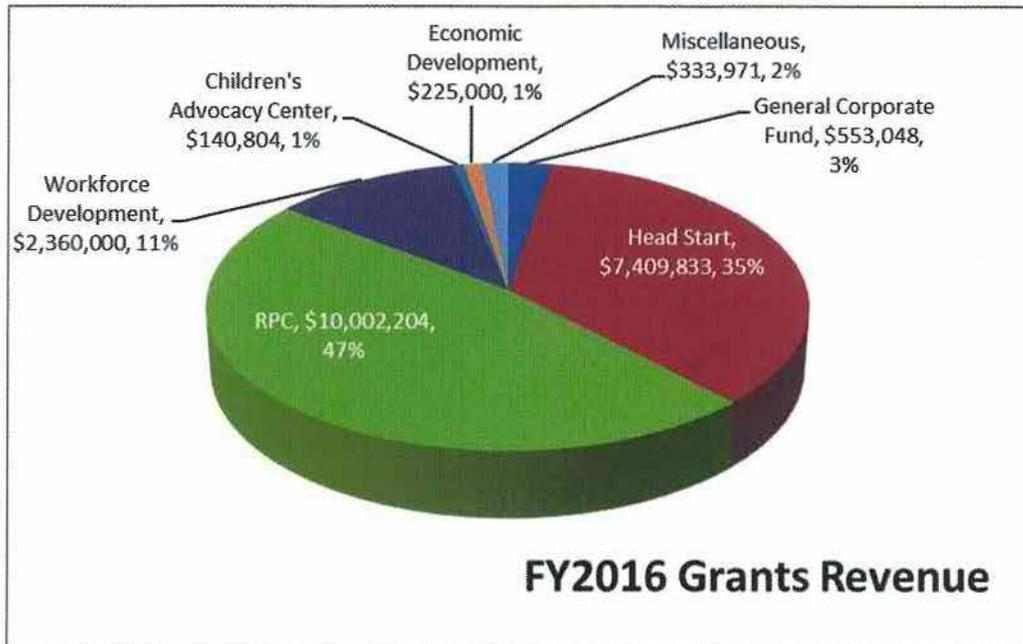
GRANTS

\$21,024,860 in state and federal grants represent 17% of the County's total revenue, and primarily support the Champaign County Head Start and Regional Planning Commission. The County Board's financial policy with regard to grant funds is as follows:

The Champaign County Board supports efforts to pursue grant revenues to provide or enhance County mandated and non-mandated services and capital needs. Activities which are, or will be, recurring shall be initiated with grant funds only if one of the following conditions are met: (a) the activity or service can be terminated in the event the grant revenues are discontinued; or (b) the activity should, or could be, assumed by the County (or specific fund) general and recurring operating funds. Departments are encouraged to seek additional sources of revenue to support the services prior to expiration of grant funding. Grant approval shall be subject to the terms and conditions of Champaign County Ordinance Number 635.



FY2016 BUDGET SUMMARY



FEES and FINES

Fees and fines revenues constitute 22% of the County's total revenue. The total fees and fines revenues are projected to be \$27,522,883 for FY2016. Pursuant to the County Board Financial Policies, user fees were reviewed as a part of the FY2016 budget preparation process. The County has not budgeted for fee increases in FY2016, other than for the Nursing Home private pay rates at a 1% increase. However, the County Board is still considering possible increases to the County's GIS Fee and the General Corporate Fund Court Security Fee which could impact the FY2016 budget. The overall increase in fees revenue from FY2015 to FY2016 is 2.8%.

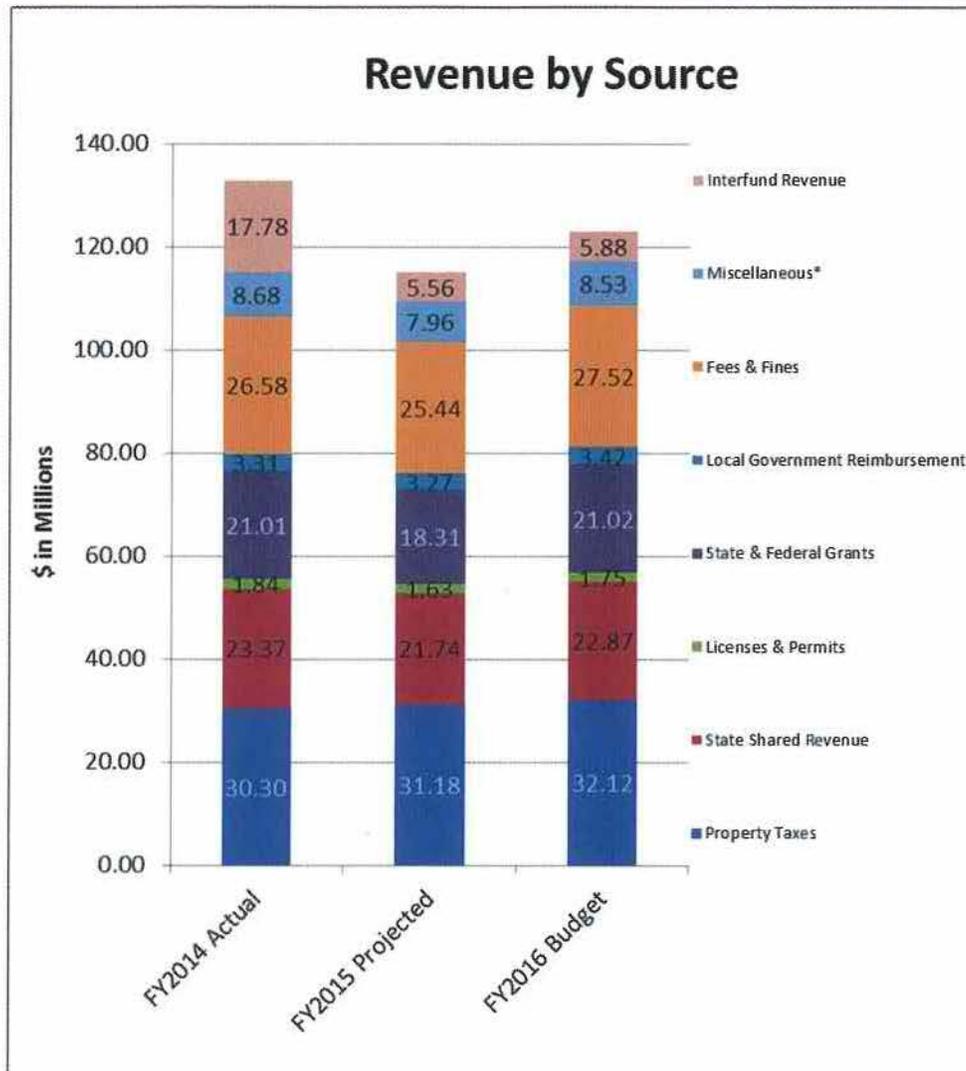
REVENUE SUMMARY

A three-year snapshot of total county revenue by source follows.

REVENUE by SOURCE	FY2014	FY2015	FY2016
Property Taxes	\$30,296,458	\$31,175,790	\$32,116,844
State Shared Revenue	\$23,374,952	\$21,739,026	\$22,871,258
Licenses & Permits	\$1,837,302	\$1,631,125	\$1,745,887
State & Federal Grants	\$21,014,442	\$18,312,710	\$21,024,860
Local Govt Reimbursement	\$3,311,290	\$3,268,982	\$3,419,408
Fees & Fines	\$26,582,306	\$25,443,760	\$27,522,883
Miscellaneous	\$8,675,828	\$7,956,484	\$8,530,513
Inter-fund Revenue	\$17,776,023	\$5,558,591	\$5,876,736
TOTAL	\$132,868,601	\$115,086,468	\$123,108,389



FY2016 BUDGET SUMMARY

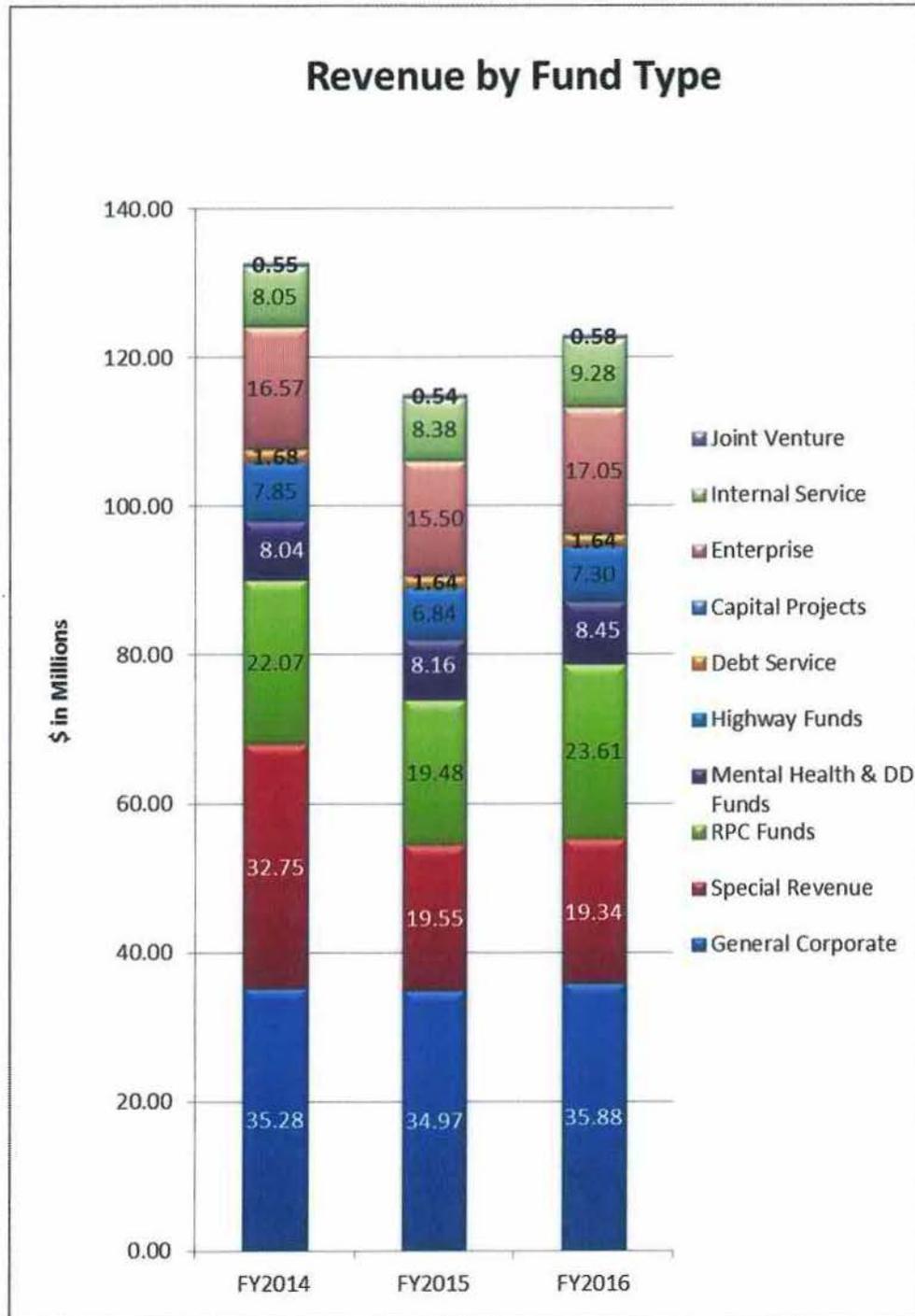


A review of revenue by fund type is depicted in the following table and chart. Three of the Special Revenue Funds are separated out for additional clarity with this chart, those being RPC Funds, Mental Health & DD Funds, and Highway Funds.

Revenue by Fund Type	FY2014	FY2015	FY2016
	<i>(\$millions)</i>	<i>(\$millions)</i>	<i>(\$millions)</i>
General Corporate	35.28	34.97	35.88
Special Revenue	32.65	18.87	19.26
RPC Funds	22.07	19.48	23.61
Highway Funds	7.85	6.84	7.30
Mental Health & DD Boards	8.14	8.83	8.53
Debt Service	1.68	1.64	1.64
Capital Projects	0.02	0.02	0.00
Enterprise	16.57	15.50	17.05
Joint Venture	0.58	0.54	0.55
Internal Service	8.05	8.38	9.28
TOTAL	132.87	115.09	123.11



FY2016 BUDGET SUMMARY

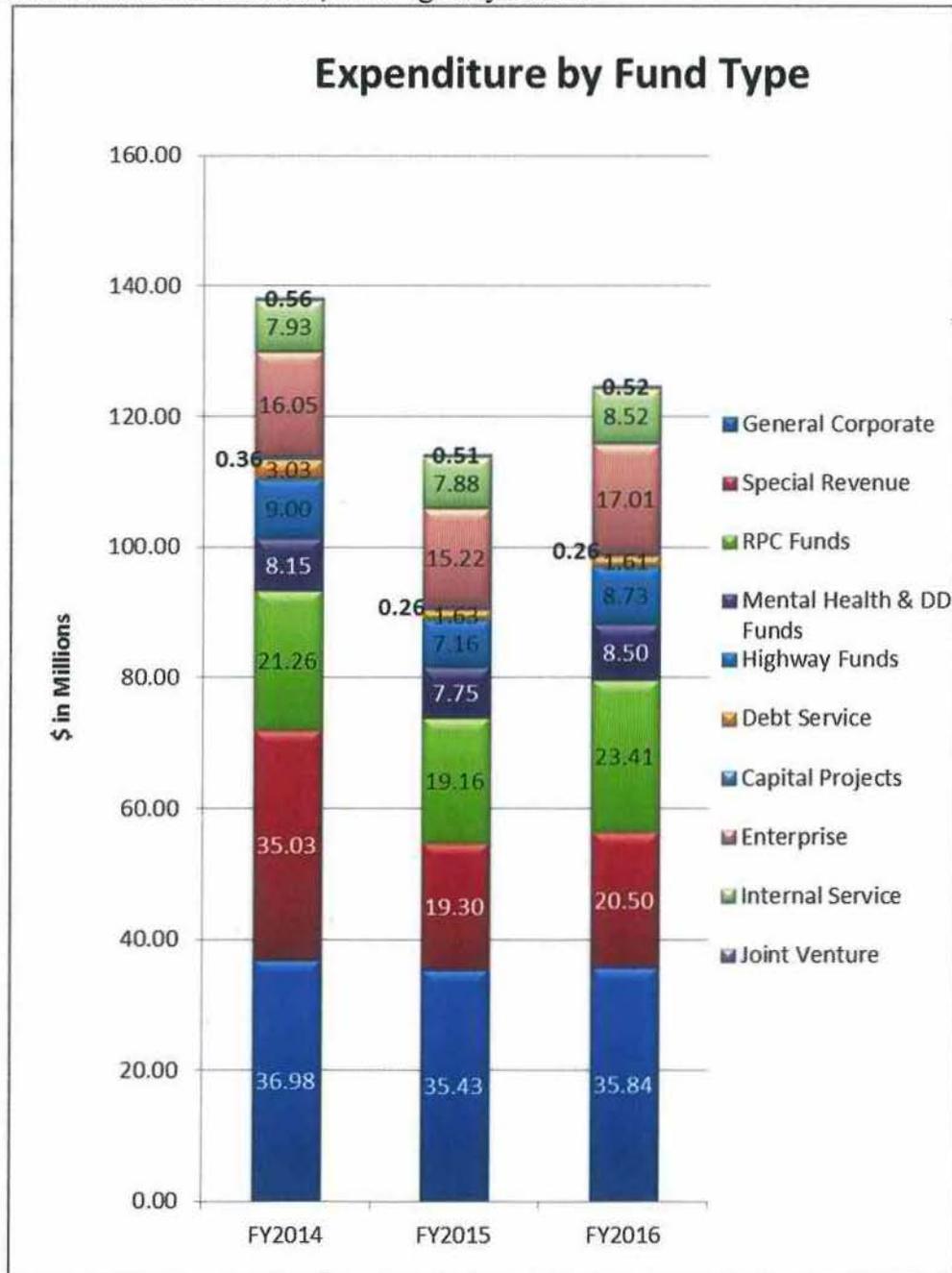




FY2016 BUDGET SUMMARY

EXPENDITURE HIGHLIGHTS

As mandated by state and federal guidelines, the budget is created through the establishment of various funds, specific to areas of operations and corresponding revenue requirements. Many expenditures and revenues are not directly tied together. The following table and charts illustrate expenditures for FY2016 and over a three-year period for the seven categories of funds, but with three of the Special Revenue Funds being separated out for greater clarity – those being RPC Funds, Mental Health & DD Funds, and Highway Funds.





FY2016 BUDGET SUMMARY

The General Corporate Fund represents the largest single fund in County expenditure. The change in the General Corporate Fund from the FY2015 projected budget to FY2016 requested budget is a 1.15% increase. Full documentation and explanation of the General Corporate Fund expenditure increases are documented in the General Corporate Fund Summary document within this FY2016 Champlain County Budget.

Expenditure by Fund Type	FY2014	FY2015	FY2016
	<i>(\$millions)</i>	<i>(\$millions)</i>	<i>(\$millions)</i>
General Corporate	36.98	35.43	35.84
Special Revenue	35.03	19.30	20.50
RPC Funds	21.26	19.16	23.41
Mental Health & DD Funds	8.15	7.75	8.50
Highway Funds	9.00	7.16	8.73
Debt Service	3.03	1.63	1.61
Capital Projects	0.36	0.26	0.26
Enterprise	16.05	15.22	17.01
Internal Service	7.93	7.88	8.52
Joint Venture	0.56	0.51	0.52
TOTAL	138.35	114.30	124.89

RPC Funds expenditures increase 22.17% with the FY2016 budget. RPC budgets include contingent excess expenditure to accommodate for overlapping grant years, which accounts for the large increase.

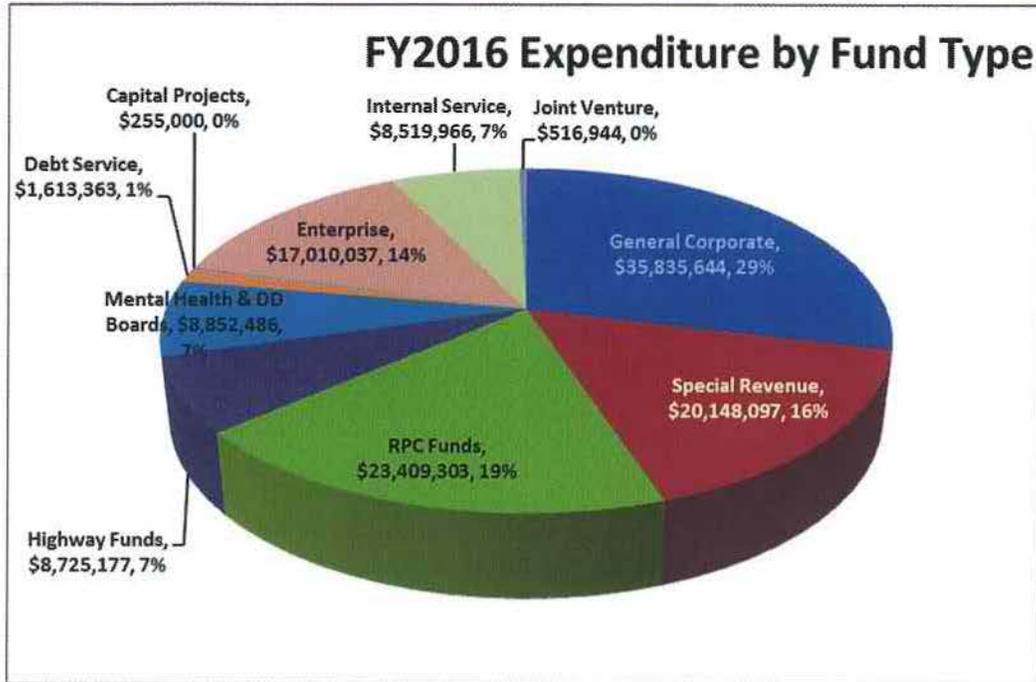
The Nursing Home Fund anticipates an increase of 11.75% or about \$1.79 million with the FY2016 budget. This Enterprise Fund is prepared based on full census and staffing, while the FY2015 current projection reflects actual census and staffing – which is typically 10-15% less than budgeted.

All other Special Revenue Funds foresee a combined decrease of 9% or about \$4.13 million in FY2016. This total increase is spread over the 41 special revenue and two internal service funds.

Capital Projects budgeted in FY2016 are a reflection of the only construction fund which is still active – the Courts Construction Fund – where projects in FY2016 are anticipated to continue at a \$255,000 annual level.



FY2016 BUDGET SUMMARY

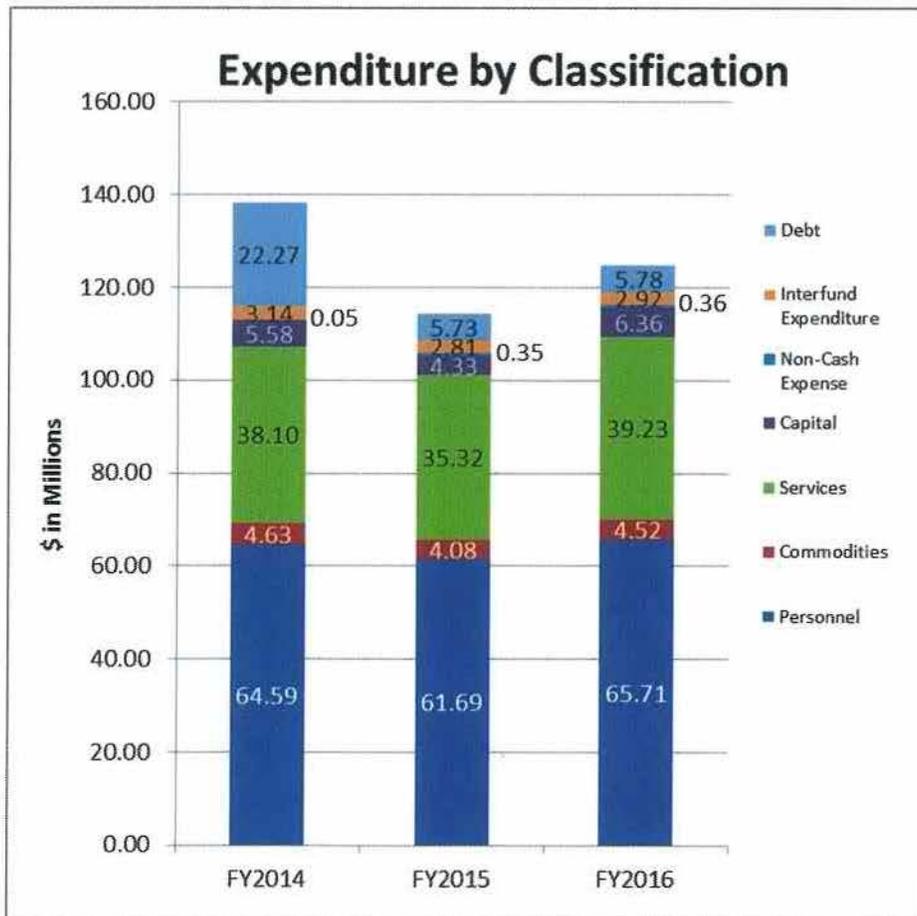
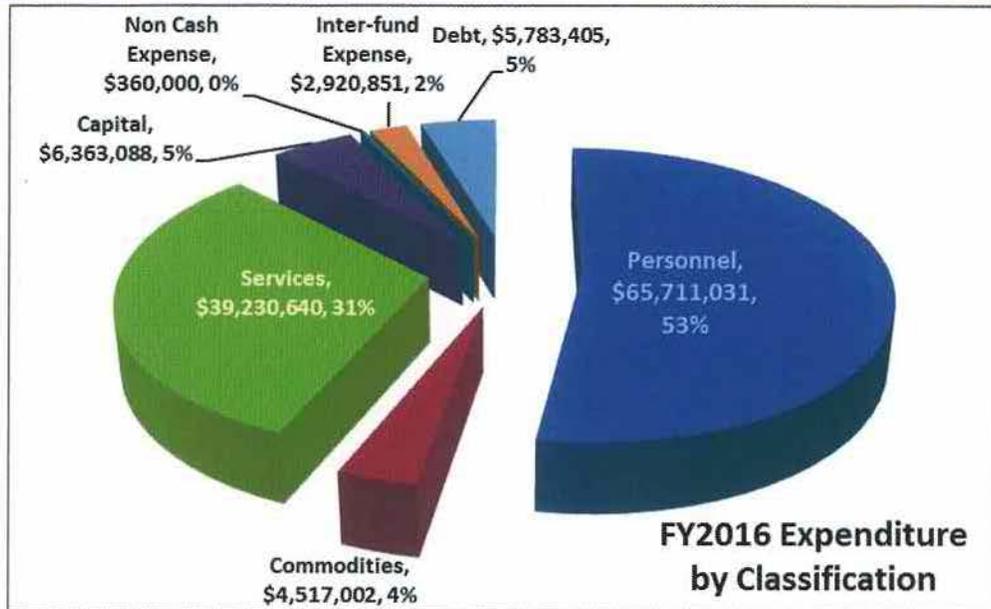


A three-year overview of all county expenditure by classification is provided in the following table and charts:

Expenditure by Classification	FY2014	FY2015	FY2016
	<i>(\$Millions)</i>	<i>(\$Millions)</i>	<i>(\$Millions)</i>
Personnel	64.59	61.69	65.71
Commodities	4.63	4.08	4.52
Services	38.10	35.32	39.23
Capital	5.58	4.33	6.36
Non-Cash Expense	0.05	0.35	0.36
Interfund Expenditure	3.14	2.81	2.92
Debt	22.27	5.73	5.78
TOTAL	138.35	114.30	124.89



FY2016 BUDGET SUMMARY





FY2016 BUDGET SUMMARY

Personnel expenditures, which include salaries, health insurance, IMRF, Social Security, Worker's Compensation and Unemployment, constitute the largest portion of all County expenditures, followed by services. The FY2016 budget represents a 6.5% - \$4.02 million - increase over the FY2015 Projected expense for personnel. However, the FY2016 budget for Personnel is actually a 0.8% decrease of \$567,908 over the original budget for FY2015. The difference between budgeted and projected is based on vacancies and turnover occurring during FY2015. The actual total number of employees in FY2016 is down 27.6 FTEs from the original budgeted number of FTEs for FY2015, thus resulting in a decrease in total Personnel budgets in spite of a 4% increase in health insurance premiums and salary increases ranging from 1.5% to 3%.

Changes to other classifications of expenditure in FY2016 include the following:

- Commodities decrease 0.8% - \$35,926;
- Services increase 1.4% - \$537,532;
- Debt increases 0.03% - \$1,485;
- Capital decreases 3.65% - \$241,372;
- Non-cash expense increases 198.76% - \$239,500 which is the result of the Nursing Home establishing a budget for this category that it had not previously done;
- Inter-fund expenditure decreases 3.54% - \$107,328;
- The Total Expenditure Budget from original FY2015 Budget to FY2016 budget decreases by 0.08% - \$102,125.

Detailed explanations of changes in expenditure are provided at the fund level in the summary and department detail reports throughout this document.

BALANCED BUDGET

The Champaign County Board financial policies define *Balanced Budget* as follows:

The County will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, realizing future revenues early, or rolling over short-term debt. A budget ordinance is balanced when the sum of estimated net revenues and appropriated fund balances is equal to appropriations.

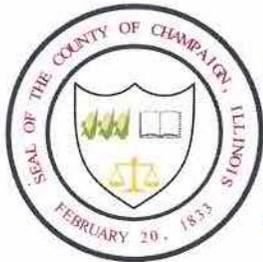
The FY2016 Budget is presented with a deficit of revenue to expenditure of **\$1,777,628**. The following table depicts the primary causes of the FY2016 budget deficit:



FY2016 BUDGET SUMMARY

Fund	Deficit	Explanation
Highway Funds	-\$1,521,047	There are road and bridge projects budgeted in FY2016 which appropriate moneys received in previous fiscal years.
Capital Asset Replacement Fund	-\$447,096	Some of the items scheduled to be replaced in FY2016 had revenue budgeted in prior fiscal years for the replacement
TOTAL	-\$1,968,143	

The FY2016 budget as presented, does comply with the County Board's defined requirement for a *Balanced Budget*.



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: Astrid Berkson, Deputy Chair- Justice & Social Services and
MEMBERS of the CHAMPAIGN COUNTY BOARD**

FROM: Deb Busey, County Administrator

DATE: October 26, 2015

**RE: Renewal of Champaign County Board Contract for Re-Entry
Programming**

ISSUE:

On February 20, 2014, the County Board adopted Resolution 8769 Approving a Contract with Community Elements for Re-Entry Programming for the County of Champaign pursuant to RFP 2013-006. The initial contract was for a one-year term, with two additional renewal years.

On February 19, 2015, the County Board adopted Resolution 9139 Approving the first of the two additional renewal years for the term from March 1, 2015 through February 29, 2016.

The Contract for Re-Entry Programming requires the County Board's decision to renew to be provided to the Provider at least ninety (90) days prior to the termination of the then current term, to allow the parties the opportunity to negotiate the financial terms for the renewal.

To adhere to the contract requirements, the County Board must document its intent to renew the Contract for Re-Entry Programming for the second additional renewal year by November 30, 2015. This enables the County and Community Elements time to negotiate the financial terms and any other specific issues to be documented with the renewal.

REPORT:

The FY2016 Budget was prepared and presented to the County Board with the inclusion of funding required to execute the second additional renewal year for the Re-Entry Programming Contract with Community Elements, effective March 1, 2016 for the term through February 28, 2017.

The Re-Entry Program will present a Program Summary Report spanning the eighteen months from March 2014 to September 2015 to the County Board at the November 19th County Board Meeting.

To enable the negotiation and consideration of the second additional renewal year as anticipated by RFP 2013-006 and the Contract subsequently negotiated with Community Elements, it is recommended that the Justice and Social Services Committee of the Whole recommend to the County Board support for a decision to renew and to bring back to the County Board the second renewal year Contract for Re-Entry Programming for the term March 1, 2016 through February 28, 2017; and that the actual Contract for the second renewal year be returned to the County Board no later than the February 2016 County Board Meeting for final action.

REQUESTED ACTION:

The Justice and Social Services Committee of the Whole recommends to the County Board support for a decision to renew the second renewal year of the Contract with Community Elements for Re-Entry Programming for the term March 1, 2016 through February 28, 2017; and that the actual Contract for the second renewal year be returned to the County Board no later than its February 2016 Meeting for final action.

Thank you for your consideration of this request.

attachment

CHAMPAIGN COUNTY BOARD CONTRACT FOR RE-ENTRY PROGRAMMING

Contract/Program Name: Re-Entry Programming for the County of Champaign

Contract Maximum: \$100,000 in Year Two

This Contract is by and between the **Champaign County Board**, hereinafter referred to as the “**Board**,” and **Community Elements**, hereinafter referred to as “**Provider**,” with principal address at 1801 Fox Drive, Champaign, IL 61820.

The Board and Provider each agrees:

A. Type of Contract (Check one below):

- Grant
- Attachments to Contract:
 - Program Plan – Attachment A
 - Financial Plan - Attachment B
 - RFP 2013-006 – Attachment C
 - Provider Response to RFP 2013-006 – Attachment D

B. Contract Terms:

1. This Contract shall be effective March 1, 2015, and is the first of two additional renewal years for the original contract which went into effect on February 24, 2014. The term of engagement under this Contract will begin as of the March 1, 2015 and will remain in effect until February 28, 2016, with option for one remaining additional renewal year. The Board shall now have the option of renewing the Contract for up to one additional one-year terms, renewable one term at a time. The Board’s decision to renew shall be provided to Provider at least ninety (90) days prior to the termination of the then current term, to allow the parties the opportunity to negotiate the financial terms for the renewal.

2. Taxpayer Certification:

Under penalties of perjury, the person signing this Contract on behalf of the Provider personally certifies that 37-0913985 is the correct Federal Employer Identification Number (FEIN); or, NA is the correct Social Security Number for the Provider doing business as indicated below (please check one):

(Note: Sole proprietorship must use Social Security Number)

- | | | |
|--|---|--------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Not for Profit Corp. | <input type="checkbox"/> Tax Exempt Org | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Medical Health Care Services Provider Corp | |

3. The maximum amount payable under this Contract is \$100,000 in the first year of the Contract. The Board reserves the right to decrease the maximum amount payable if:
 - a. Staff and/or consultants are not hired within 30 days after the effective date of this Contract, or the projected hire date, or if a vacancy occurs. The Provider shall notify the Board in writing within 15 days of changes to any staff position including vacancies funded in whole or in part by the Board.
 - b. Line items are not expended according to the schedule as evidenced in expense reports, if an acceptable amendment is not submitted within 30 days following the submission of the expense report.
 - c. Unallowable Costs: The Provider's payments shall be subject to reduction for amounts included in any payment theretofore made which are determined by the Board, on the basis of audits or monitoring conducted in accordance with the terms of this contract, not to constitute allowable costs. The Board at their discretion may elect not to allow an expense based on what is deemed to be in the best interest of the County.
 - d. Any funds which are not used or expended at the end of the Contract period in accordance with the terms and conditions of this contract shall be returned to the Board within 45 days after the expiration of this Contract.

4. Payment

The Board shall pay the Provider by and through the Champaign County Treasurer. Monthly payments will be paid based on the total contract amount divided by the length of the contract in equal installments. These payments shall be reconciled quarterly to actual expenses submitted by the Provider 30 days following the end of the quarterly reporting period. No monthly payment shall exceed the pro-rated monthly allocation, except when year-to-date billings have fallen short of the allowed maximum available.

The Board shall exercise the right to withhold monthly payments until required reports and/or forms are received and approved.

The Provider agrees that the Board reserves the right to correct any mathematical or computational error in the payment subtotals or total contract obligation by the Board to the Provider.

5. Record Keeping

- a. The Provider is required to maintain books and records relating to the performance of this Contract and necessary to support amounts charged to the Board under this Contract. The books and records shall be maintained for a period of five years from the expiration date and final payment under the Contract.
- b. All books and records required to be maintained under subsection (a) of this paragraph shall be available for review and audit by the Board. The Provider is required to fully cooperate with any audit initiated by the Board.
- c. Failure of the Provider under this Contract to maintain the books and records required by subsection (a) of this paragraph shall establish a presumption in favor of the Board for

the recovery of any funds paid by the Board for which the required books and records are not available.

- d. The Provider shall maintain all such other records as may be required by the Board.
- e. The Provider shall assist the Board in its functions of monitoring and evaluating performance under this Contract. The Provider shall allow Board employees total access to all records, financial and programmatic, relating to this Contract.
- f. The Provider's books of account shall be kept in accordance with the Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting standards. Accrual accounting is required for all financial reporting.
- g. The Provider shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
- h. The Provider shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract consistent with generally accepted business practices.
- i. Except in emergency situations, the Board will attempt to provide to the Provider five days notice of its intent to review financial and programmatic records relating to this Contract, including, but not limited to, those records specified by this paragraph and all other parts of this Contract. Regarding those records related to this Contract, the Provider shall grant complete access to those Board employees or other qualified persons who are authorized by the Board or otherwise by law.

6. Audit Requirements

The Provider shall submit an annual audit report to the Board within 120 days following the completion of the Provider's fiscal year, unless waived or exempt. All audited financial statements shall include a "Schedule of Operating Income by Champaign County Board Funded Program" and "Schedule of Operating Expenses by Champaign County Board Funded Program". The Schedules shall include total program and Champaign County Board only funded information using a format modeled on the Champaign County Board Revenue and Expense forms. Audit requirements are as follows:

- a. The audit is to be performed by an independent certified public accountant registered by the State of Illinois. The resultant audit report is to be prepared in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. The report shall contain the basic financial statements presenting the financial position of the agency, the results of its operations and changes in fund balances. The report shall also contain the auditor's opinion regarding the financial statements, taken as a whole, or an assertion to the effect that an opinion cannot be expressed. If the auditor expressed a qualified opinion, a disclaimer of opinion, or an adverse opinion, the reason therefore must be stated.
- b. The following supplementary financial information shall be included in the audit reports: (Failure to do so will make the report unacceptable.)
 - i. Filing of Audit Report: The audit report is to be filed with the Champaign County Board within 120 days of the end of the agency's fiscal year. In order to facilitate meeting filing requirements, agencies are encouraged to contract with certified public accountants before the end of the fiscal year.

- ii. Request for Extension: A request for an extension of time to file the Audit Report must be submitted, in writing, to the Chair of the Champaign County Board. In all cases, approval shall be obtained prior to the due date of the Audit Report.
 - iii. Penalty: Failure to meet these audit requirements shall be cause for termination or suspension of Champaign County Board funding.
 - iv. Records: All fiscal and service records must be maintained for five years after the end of each budget period, and if need still remains, such as unresolved issues arising from an audit, related records must be retained until the matter is completely resolved.
- c. If the Provider does not comply with the requirement to produce an audit as specified by the Board, the Provider shall repay all Board funds allocated for such purpose.
 - d. Failure to complete an audit shall be cause for termination or cancellation of any current or subsequent contracts between the Board and the Provider.
 - e. The Provider must report to the Board any of its program or financial audit findings that indicate noncompliance, errors in billing, overpayments, failure to coordinate benefits, and/or other irregularities in the operations of the Provider.

7. Excess Revenue

At the end date of this Contract, the Provider shall be required to return any funds they have been paid pursuant to this Contract in excess of what is due to the Provider at termination, in accordance with existing Board rules and contractual obligations. Excess funds shall not be carried over to the next fiscal year.

8. Services

- a. In consideration of the mutual promises, covenants, and undertakings of the parties hereto, the Provider agrees to provide services as stipulated in the Program Plan attached hereto and incorporated herein by reference.

Failure to implement services as stipulated in the Program Plan may be cause for termination of the Contract. The Board may at its discretion require corrective action by the Provider including but not limited to repayment of funds.

The Board may, at any time by written notice, negotiate adjustments/changes in the Program Plan. If the change causes an increase or decrease in budgeted costs, the parties shall negotiate an equitable adjustment in the contract maximum. If the parties cannot reach an equitable adjustment after good faith negotiations, either party may terminate this contract.

- b. The Provider shall give due preference on a priority basis to residents of Champaign County who apply for services covered by this contract.
- c. The Board shall be notified by the Provider in writing at least 120 days in advance of any program closure; significant change to programs, including staff reduction in force which would alter capacity to serve clients or fulfill contract obligations.

- d. In the event the Provider is considering a corporate merger, consolidation, bankruptcy, or corporate restructuring, ceasing or transferring operations, or the Provider is facing financial insolvency illustrated in part by furlough days, missed payroll or delayed payment of payroll, Provider should provide as much advance notice relative to the occurrence of said event to the Board as possible.
- e. The Provider shall notify the Board of a material change in Provider's management or Board of Directors consisting of a change in twenty-five percent or more of members or officers.

9. Quarterly Program and Financial Reports

All programs regardless of type of contract, grant-based or purchase of service/fee for service, will submit quarterly program and financial reports as documented in the Program Plan, Attachment A of this Contract.

Variations of 5% or greater between the contract budget (submitted application revenue and expense forms) and total revenue and total expenses reported shall require a written explanation submitted with the Second Quarter and Fourth Quarter Expense Reports.

Payments due to the Provider by the Board pursuant to this Contract shall be withheld if Program and/or Financial Reports are not submitted on a timely basis by the Provider to the Board.

10. Monitoring

All contracts will be monitored by the Board.

- a. Site Visits will be conducted on Grant Contracts to verify reported performance and service activity.
- b. Financial Monitoring may occur no less than once a year and, in instances where deficiencies are identified, may occur more frequently. A request for information will be sent to the agency allowing adequate time for the information to be available at the time of the financial review.

11. Employment Status

Unless otherwise specified in the Contract, the Provider does not acquire any employment rights with the Board or Champaign County by virtue of this Contract. Payments made are not subject to income tax withholding and do not entitle the Provider to any benefits afforded employees of the Board or Champaign County.

12. Address Change

The Provider will provide written notice of any change(s) of principal office/ mailing address at least 30 days in advance of the change. Written notice of changes of name, ownership, taxpayer I.D. or taxpayer certification should be provided at least 45 days in advance, and such changes will require new contracts to be written.

13. Disclaimer Notices

The Provider shall include a disclaimer, when issuing statements, published materials, et cetera, that acknowledges the contents, opinions, findings, conclusions or recommendations expressed in the material are those of the author and do not necessarily reflect the views of the Champaign County Board. The Provider shall give to the Board a copy of the document(s) issued with the disclaimer.

14. Press Release/Media Notice

The Provider shall notify the Board in writing of its intent to issue the press release or other media event related to a program or service funded by the Board. Copies of any press release or other notice to the media shall be provided to the Board three days in advance of the actual release and/or media notice. The release and/or notice shall include the Disclaimer Notice referenced in Section B Number 13.

15. Confidentiality

All records and other information obtained by the Provider concerning persons (i.e., clients) served under this Contract is confidential pursuant to State and Federal statutes and shall be protected by the Provider from unauthorized disclosure.

16. Termination

- a. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
- b. This Contract shall be deemed to have been breached by the Provider if it fails to perform any material act mandated by this Contract; and, at that time the Board may terminate this Contract immediately upon notice. The termination shall be effective upon the date notice is mailed in a properly addressed envelope with postage prepaid and deposited in a United States Post Office or post office box or hand delivered to the Provider's principal address listed herein.
- c. Upon termination of this Contract, any equipment exceeding \$1,000 in value at the time of purchase which was purchased with Board funds shall be returned to the Board within 90 days, unless otherwise agreed to in writing signed by the Chair of the Board.
- d. Upon termination of this Contract prior to the end date provided by the terms of this Contract, the Provider shall return to the Board all revenues in excess of expenses as of the date of termination. Such return shall be by check payable to the Board, no later than 15 days after completion of the required audit.

17. Severability

In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding, and enforceable.

18. Personnel

- a. The Provider warrants all personnel who directly provide services under this Contract are fully qualified to carry out their duties, and that all representations concerning Provider personnel (academic credentials, licensing status, work experience, number of staff, etc.) are true and correct. The Provider further agrees to perform in a diligent, efficient, and competent manner commensurate with the highest standards of the profession and will

devote the time necessary to perform services required under this contract. The Provider shall remain in compliance at all times with the standards prescribed by State and Federal law for the rendering of such services, including appropriate background checks, and shall notify the Board within five (5) working days of change in status, suspension, or revocation of licenses of all personnel who provide services under this contract.

- b. The Provider will develop job descriptions and staff development plans for all Board funded (total or partial) positions (including volunteers). Job descriptions will be kept on file at the Provider's site and made available to Board staff upon request.
- c. The Provider shall not, either through hiring, promotion, or position reclassification, have employees related by blood, adoption, marriage, or domestic partnership in any position of direct or indirect supervision or other decision making authority over a related employee.
- d. The Provider shall not allow any employee or person related by blood, adoption, marriage, or domestic partnership to serve on the Provider Board of Directors.

19. Licensing, Certification and Accreditation Status

The Provider shall notify the Board in writing within five (5) working days following any sanctions imposed by a funding organization or change in status of licenses, certifications and/or accreditations. Change in status includes investigations, audits, plans of correction, suspension, termination, or revocation of licenses, certifications or accreditations. The Provider shall within five (5) working days provide the Board with copies of all documents and correspondence between the Provider and the licensing, certification or accrediting body pertaining to the change in status.

20. Subcontracts

This Contract shall not be subcontracted, assigned or delegated without prior written consent of the Board.

Professional services subcontracted for shall be provided pursuant to a written contract, and shall be subject to all provisions contained in this Contract. The Provider shall remain responsible for the performance of any person, organization, or corporation with which it contracts.

21. Compliance with State and Federal Laws

- a. This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related Federal laws and regulations. The Provider agrees to timely comply with all Local, State, and Federal laws, regulations, and standards pertaining to the Agency Plan, Program Plan, and/or Financial Plan, and all other matters contained in this Contract.

The Provider agrees to pay all state and federal taxes and other levies and charges as they become due, and to defend, indemnify, and hold the Board harmless from and against any and all liability resulting from any failure to do so.

The Provider is solely responsible for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime, and other amounts which may be legally required with respect to the Provider and any persons providing services on behalf of the Provider under this contract.

Failure of the Provider to pay applicable Federal and State payroll taxes, FICA, and other levies or charges as they become due shall result in immediate termination of this contract.

- b. The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act, 42 U.S.C. §1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.
- c. The Provider certifies that it is in compliance with all applicable Federal, State, and Local laws protecting the civil rights of persons.
- d. The Provider certifies that it is in compliance with the State and Federal constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, The Illinois Employment First Act, and Section 504 of the Federal Rehabilitation Act. The Provider, its employees, and subcontractors shall comply with all applicable provisions of the following State and Federal laws and regulation pertaining to nondiscrimination and equal employment opportunity including but not limited to the delivery of services under this Contract and all subsequent amendments thereto:
 - i. The Illinois Human Rights Act, as now or hereafter amended (775 ILCS 5/1 – 101 et seq.);
 - ii. Public Works Employment Discrimination Act “to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment agreements for public buildings or public works.” (775 ILCS 10/0.01 et seq.);
 - iii. The United States Civil Rights Act of 1964 (as amended), Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Executive Orders 11246 and 11375 (Equal Employment Opportunity).
 - iv. The Illinois Employment First Act, to “support competitive and integrated employment of persons with disabilities; and, whenever feasible, share data and information across systems in order to track progress toward full implementation of the Act.”

22. Liability

- a. The Board assumes no liability for actions of the Provider or the Provider’s employees under this contract. The Provider shall indemnify, defend, and hold harmless the Board,

and its respective agents, employees, officers, directors, successors, and assigns (collectively, the "Indemnities") from, against in and in respect of any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgments, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnities directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of the Provider, its agents or representatives in connection with the performance of its obligations under this Contract, (ii) any allegations by any federal, state, or local government authority that the Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed any funds, including but not limited to any allegations that the Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of State or Federal laws and regulations the Provider has certified as being in compliance.

- b. The Provider shall provide to the Board on an annual basis a certificate of liability insurance, as well as a certificate of professional malpractice insurance covering any of its employees or contractors assigned to provide services under this Contract. Provider shall, as its sole cost and expense, procure and maintain during the term of this CONTRACT, the following minimum coverage and limits of liability insurance:
 1. PROFESSIONAL LIABILITY: Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 2. COMPREHENSIVE GENERAL LIABILITY: Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 3. WORKER'S COMPENSATION: Worker's Compensation coverage as required by applicable state law.
 4. ENDORSEMENT: The comprehensive General Liability, Professional Liability and Worker's Compensation policy shall contain additional endorsement naming the County of Champaign, a municipal corporation; the Champaign County Board, Directors, and all subsequent Directors and all employees of Champaign County as an additional insured with respect to liabilities arising out of the performance of services under this CONTRACT.
 5. PROOF OF INSURANCE: Provider shall provide the COUNTY proof of Professional Liability, General Liability and Worker's Compensation insurance coverage for Provider's staff, employees, agents and subcontractors for the term services are provided under this CONTRACT. Provider shall notify the DIRECTOR in writing of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If Provider fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this CONTRACT without penalty to the COUNTY pursuant to the terms of Section B Number 16.
 6. SURVIVABILITY: The obligations under this Section B Number 22 shall survive the termination of this CONTRACT.

23. Miscellaneous

- a. This contract is complete and contains the entire understanding between the Board and the Provider relating to the subject matter contained herein, including the terms and conditions of the parties' agreement. This contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- b. The Provider will seek and receive the Board's written approval through an amendment before making significant programmatic or budgetary changes, utilizing the Contract Amendment form prepared by the Board.
- c. The exhibits applicable to this Contract are incorporated herein by reference on Section A of the Contract.
- d. The Provider will cooperate with the Board in improving services related to re-entry programming in Champaign County by participating in the Board's collaboration and networking efforts.
- e. The Provider will cooperate with the Board in activities related to improvement and management of performance and attainment of desired outcomes associated with the services provided under this Contract.
- f. The Provider's governing board must notify the Board of all Provider board meetings with the exception of executive sessions and provide the Board with copies of approved minutes of all open meetings of the Provider's governing board. The Provider will allow a Board liaison designated by the Board to attend the Provider board meetings and have access to the Provider's facilities.
- g. To assist the Board in its planning function, when the Provider submits grant applications for funding related to the services provided through this Contract to any local, state, or federal government funding source during the term of this contract, the Provider shall submit in writing what government entity the application was made to, the type, the amount, and the focus of the application. The Board reserves the right to request a full copy of the application. If Provider does enter into agreements for financial assistance with other sources, the agreement with other sources shall not impair fulfillment of Provider's obligations of this contract including due preference on a priority basis to residents of Champaign County.
- h. The Provider shall not use funds obtained through this contract as a match for any other grant or application without the express written authorization of the Board.
- i. The Provider shall certify that they do not use Board funds:
 - i. To engage in proselytizing activities with clients and/or require worship or religious instructional activities as a condition of participation.
 - ii. For direct or indirect medical (physical health) services that are not related to justice system involved individuals, mental health, substance abuse, or developmental disabilities.
 - iii. For programs or services under the jurisdiction of public school systems.

24. Other Required Certifications

- a. Drug Free Workplace – The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Contract and that the Providers shall comply with all provisions of the Drug-Free Workplace Act (30 ILCS 580/1 – 580/11).

- b. Bribery - The Provider certifies that he/she has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code.
- c. Bid-Rigging/Bid Rotating Law - The Provider certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of 720 ILCS 5/33E-3 & 5/34E-4 of the Illinois Criminal Code of 1961.
- d. Educational Loan – The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan (5 ILCS 385/1 – 385/3).
- e. International Boycott – The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Dept. of Commerce promulgated under the Act.
- f. Charitable Trust – If the provider is a charitable organization subject to the Charitable Trust Act (760-ILCS 55/1), or the Solicitation for Charity Act (225 ILCS 460/1), the Provider certifies that all information required by the statutes referenced herein has been filed with the Illinois Attorney General.
- g. Dues and Fees – The Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates.
- h. Pro-Children Act – The Provider certifies that it is in compliance with the Pro-Children Act of 1994 (Public Law 103-227) in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education, or library services to children under 18 which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- i. Sexual Harassment – The Provider certifies that it will prohibit sexual harassment as defined by the Illinois Human Rights Act, 775 ILCS 5/2 – 101(E), and will not tolerate such conduct by its employees. Further, the Provider certifies that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105 (1994) and shall deliver to the Board a copy of such upon request.
- j. Health Care – The Provider agrees to take necessary precautions to guard against contagious and communicable diseases including “Recommendations for Risk Reduction” from the U.S. Center for Disease Control.

25. Assignment

The Provider understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Board shall render this Contract immediately null, void, and of no further effect.

26. Interpretation

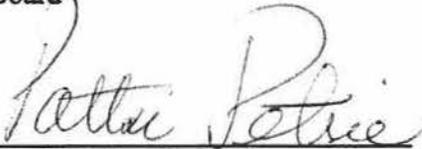
In the event of any discrepancy, disagreement, or ambiguity among the documents that comprise this Contract and its incorporated documents and/or RFP 2013-006, the Provider’s proposal in response to the RFP, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this

Contract; 2) Attachment A – Program Plan; 3) Attachment B – Financial Plan; 4) Attachment C – RFP 2013-006; 5) Attachment D – Provider’s Response to RFP 2013-006.

27. Authority to Execute and Bind

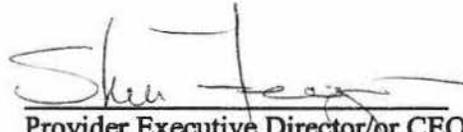
This Contract and the exhibits hereto contained shall not be binding and enforceable unless signed by all parties, including the Chair of the Board. The persons executing this Contract on behalf of the Provider acknowledge that they have read and understand the terms herein and hereby warrant that they have the legal authority to execute this Contract and bind the Provider. The Provider's Board President specifically states that he or she has been granted such authority by resolution of the Provider's Board of Directors.

For the Champaign County
Board



Patti Petrie, Chair
Champaign County Board

For the Provider



Provider Executive Director/or CEO
(original signature only)

Sheila Ferguson

ATTEST:

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

CHAMPAIGN COUNTY BOARD CONTRACT FOR RE-ENTRY PROGRAMMING ATTACHMENT A - PROGRAM PLAN

Definitions

1. A “Client” is a prisoner in the Jail (sentenced or awaiting trial) who may soon be released, a recently released former Jail prisoner, a DOC inmate who is soon to be released, or a recently released former DOC prisoner (who may or may not be on “supervised release” or parole) who resides, or is likely to reside, in Champaign County, Illinois.
2. Jail refers only to the Champaign County Illinois Jail or Correctional Center.
3. DOC refers only to the Illinois Department of Correction.

Section 1 - Scope of Services

Provider will work toward providing a one-stop connecting point for re-entry planning, management and services for clients who are re-entering the community after spending time in DOC or the Jail. Provider will provide case management to assist clients in the re-entry process with a goal to reduce criminal recidivism and to help the client develop and implement support plans and treatment plans to become a successful and productive member of the community.

To the extent services, programs, and assets are locally available, and after client interviews and consultations to assess client needs and cooperation, and client’s willingness to work towards a long-term successful community re-entry; Provider will coordinate services with client’s needs and provide guidance and encouragement to the client in the following areas:

- Housing
- Substance abuse
- Mental health services
- Service to assist with significant medical and dental problems
- Employment services
- Educational and vocational services
- Family and parenting counseling and services
- Peer guidance, support and mentoring.

As part of this process Provider will provide motivational interviewing; assistance in individual personal assessment and goal setting; and Moral Reconation Therapy.

Provider will develop strategies to identify and obtain funding and assistance for a long-term re-entry program that will include assets and entities beyond Champaign County government including, but not limited to, participation by other governmental, charitable, and private service agencies; religious organizations (that work with re-entry clients and not to proselytize or require any religious activity); local peer mentors or groups of mentors; community organizations; and,

where feasible, local business entities. Provider will also investigate, seek, and apply for grants, contributions, and other funding sources, governmental and otherwise.

This contract shall not affect Provider's work for the Champaign County Sheriff's Office. Provider provides assistance and guidance to the Sheriff in coordinating services offered in the Jail with those offered in the community. This includes services to individuals and the development of over-all best practices concerning Corrections, Law Enforcement, and the needs and resources of the community.

Provider and any persons and/or entities working with Provider under this contract shall cooperate with each other and share client's needs information, but only as allowed by existing law, business agreements, client releases, and/or as otherwise authorized under the terms of this agreement. This shall be done to assist client in achieving success with the goal of reducing recidivism.

Provider will assist in convening a Re-Entry Council to guide a collaborative planning process to identify and plan for community needs related to re-entry. The Council will initially be comprised of one representative each from:

1. Champaign County Probation and Courts Services
2. Community Elements
3. The Prairie Center
4. Problem Solving Courts (or representative of the Judiciary)
5. State's Attorney
6. Champaign County Sheriff
7. Champaign County Mental Health Board (planning and program funding)
8. Illinois Department of Corrections (parole)
9. A member of Democratic County Board Caucus as chosen by the Caucus to serve a two-year term.
10. A member of Republican County Board Caucus as chosen by the Caucus to serve a two-year term.
11. A citizen/community representative as nominated by the County Board Chair and approved by the County Board to serve a two-year term.
12. One representative of local police departments should one or more police departments agree to participate in a fashion similar to what the Sheriff's Office involvement with Drug Court.

The Re-Entry Council is expected to meet at least monthly during the initial project period with Task Groups or subcommittees meeting as needed to work on defined projects. The Re-Entry Coordinator will be responsible for maintaining meeting minutes, progress reports, and documenting decisions approved by the Council.

The Re-Entry Council will be guided by the following priorities:

- Identify and recruit representatives from additional constituencies or with special expertise necessary for a collaborative planning process.
- Draft formal agreements regarding the organization and composition of the Re-Entry Council.
- Reach consensus regarding a statement of program goals and objectives related to community re-entry.
- Approve a detailed work plan.
- Identify services and resources necessary to complete the project.
- Define the target population.
- Define system-wide outcome measures.
- Approve and adopt operational guidelines to guide the delivery of community re-entry services and the adoption of evidence-based models.
- Identify key data elements to measure system performance.
- Gather baseline data from all sources.
- Address obstacles to successful re-entry.
- Develop a data-driven decision-making strategy and use effective, evidence-based practices to deliver case management services.

The Re-Entry Council:

1. Is responsible for identifying representatives for subcommittees and task groups.
2. Will guide and coordinate the work of any subcommittees or task groups focused on aspects of re-entry.
3. Will assist Provider in developing criteria for client selection and general operational protocols.

While Provider will work with the Re-Entry Council on these matters, its contract and ultimate obligation is to the County Board. In this regard Provider will, at least quarterly, prepare a report for the County Board (and Re-Entry Council) summarizing activities to date, future plans, and any statistical information to better allow the Board (and Council) to evaluate the progress to date, any identified obstacles to re-entry, and potential future actions.

The Task Groups or subcommittees chartered by the Re-Entry Council will be representative of multiple community interests, including but not limited to, community treatment providers; criminal justice authorities; formerly incarcerated individuals; community planning and funding entities; community representatives; and subject matter experts.

Provider will provide a full-time Re-Entry Program Coordinator (initially Celeste Blodgett), a full-time Case Manager, regular consulting (at least 2 hours per week) by an expert in the field of re-entry (initially Bruce Barnard), and such other overall management and administrative

resources as may be necessary to manage this contract. Provider will provide overall guidance, manage any financial obligations, including payroll and benefits provided its employees, and manage any statistical information necessary under this contract. The duties of the Re-Entry Coordinator and Case Manager will include those listed in Program Plan Section 2 - Duties.

Section 2 - Duties

The **Re-Entry Program Coordinator** will be responsible for overseeing the program development aspects of the re-entry program; identifying and recruiting potential project partners; serving as Coordinator to technical assistance providers; identification of funding sources; preparation of grants and overseeing implementation of the re-entry program plan. The Coordinator will be responsible for maintaining meeting minutes, progress reports, and documenting decisions approved by the Re-Entry Council. In addition the coordinator will facilitate the collection of data by project partners and maintain project records of data elements, baseline data, and document progress toward goals. It is the intent of the parties that data be collected and used to determine baselines; evaluate success; obtain support and grants; and enhance the re-entry program's effectiveness. This will be done to develop and implement the most effective, efficient, and evidence-based practices to deliver services and intensive case management to clients. The coordinator will work with the Sheriff and DOC to help identify those individuals who should be included in the initial target population. As this program develops, the Coordinator will provide data and information to the Re-Entry Council so the Council can prepare realistic guidelines to identify a target population of clients for the re-entry program.

Job Title:	Case Manager
Level of Effort:	1 FTE
Department:	Community Re-Entry
Reports To:	
Qualifications:	Bachelors in related field. Experience working with correctional clients, mental health, or substance abuse
FLSA Status:	Non-Exempt

The Case Manager: (1) Provides a full array of case management, community support, and linkage services to individuals who have been released from correctional facilities and who require assistance with employment, housing, addiction, mental illness, and/or co-occurring disorders. (2) Demonstrates an understanding of community resources, and adopts a strength-based approach to case management. (3) Assists clients and their families with their housing, medical, vocational, and treatment needs in order to achieve self-sufficiency and return to healthy and productive lifestyles by performing the duties identified below.

Essential Duties and Responsibilities include the following:

- Case managers will meet the requirements to provide community support services as defined by the Illinois Medicaid rule 132, and all state and federal rules and guidelines.

- Experience and/or familiarity with substance use issues, mental health, criminal justice, and community resources are required.
- Interviews clients and their families to determine access to resources to manage re-entry issues; substance use; mental health; personal and family adjustments; finances; employment; food; clothing, housing; and physical and medical impairments.
- Investigates case situations and presents information to the residential Director and other members of Community Re-Entry team on client's vocational needs, housing situation, access to recovery resources, and support system.
- Serves as link between client, team members, and community.
- Maintains close communication and coordination with probation/parole or other supervising authority.
- Works with the Champaign County Sheriff's Office and the Department of Corrections staff to identify clients most in need of community case management services and provide linkage to services upon release of those clients.
- Identifies and maintains working relationships with providers of transitional housing, permanent housing, support services, self-help, education, and other community resources.
- Provides transportation for clients to medical appointments, job interviews, support services, etc., when clinically appropriate.
- Assists clients in identifying and using mass transit and other resources for transportation.
- Conducts home visits for support, assistance with activities of daily living, and monitoring of client response to treatment and recovery.
- Develops vocational plans for clients including job training, skill development, assistance with job seeking strategies, and available community resources.
- Monitors and records the clients' and families' progress towards becoming self-sufficient.
- Develops and maintains an accurate clinical record on all assigned clients through the timely completion of all necessary forms in accordance with the State's licensure standards and standard operating procedures.
- Participates in training and clinical supervision necessary to maintain licensure or certification and clinical skills. This includes attending in-service training and keeping abreast of current literature.
- Other duties related to the operation of the Community Re-Entry Program may be assigned.

CHAMPAIGN COUNTY BOARD CONTRACT FOR RE-ENTRY PROGRAMMING

ATTACHMENT B – FINANCIAL PLAN

Program Budget

	Year 1	Year 2	Year 3
Funding Sources			
Champaign County Re-Entry Funding	\$ 100,000	\$ 100,000	\$ 100,000
Champaign County Mental Health Board	\$ 5,166	\$ 5,321	\$ 5,481
In-Kind Rent for Office Space	\$ 2,500	\$ 2,538	\$ 2,576
Client Fee Income	\$ 13,866	\$ 16,145	\$ 19,471
Total Funding Sources	\$ 121,532	\$ 124,003	\$ 127,527
Expenses			
<i>Personnel Costs</i>			
<u>FTEs</u> <u>Positions</u>			
1 Project Coordinator	\$ 41,600	\$ 42,848	\$ 44,133
1 Case Manager	\$ 30,000	\$ 30,900	\$ 31,827
0.1 Program Supervisor	\$ 4,200	\$ 4,326	\$ 4,456
0.05 Project Director	\$ 3,577	\$ 3,684	\$ 3,794
Total Wages	\$ 79,377	\$ 81,758	\$ 84,211
Fringe Benefits @ 23%	\$ 18,257	\$ 18,804	\$ 19,368
Total Personnel Costs	\$ 97,633	\$ 100,562	\$ 103,579
Office Equipment			
Computer	\$ 850	\$ -	\$ -
<i>Occupancy Expenses</i>			
Office Space	\$ 2,500	\$ 2,538	\$ 2,576
Telephone	\$ 597	\$ 606	\$ 615
Internet	\$ 774	\$ 786	\$ 797
Utilities	\$ 1,624	\$ 1,648	\$ 1,673
Janitorial Service	\$ 360	\$ 365	\$ 371
Total Occupancy Expenses	\$ 5,855	\$ 5,943	\$ 6,032
<i>Program Expenses</i>			
Cell Phone for Case Manager	\$ 480	\$ 480	\$ 480
Mileage Reimbursements	\$ 1,440	\$ 1,462	\$ 1,484
Program Supplies	\$ 1,350	\$ 1,370	\$ 1,391
Client Assistance	\$ 1,000	\$ 1,000	\$ 1,000
Total Program Expenses	\$ 4,270	\$ 4,312	\$ 4,354
Management & General	\$ 12,924	\$ 13,187	\$ 13,562
<i>11.9% Federal Indirect Cost Rate</i>			
Total Expenses	\$ 121,532	\$ 124,004	\$ 127,527