



SPECIAL MEETING OF THE COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois
Monday, December 19, 2022 – 6:30 p.m.

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

<u>Agenda Item</u>	<u>Page #</u>
I. Call to Order	
II. *Roll Call	
III. Read Notice of Meeting	
IV. Approval of Agenda/Addenda	
V. Public Participation	
VI. Communications	
VII. Old Business	
A. Reconsideration of amendment made to Resolution No. 2022-267 Authorizing Amendment to the Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium	1-25
VIII. New Business	
A. *Adoption of Ordinance No. 2022-20 Amending Ordinance No. 2022-15 FY2023 Annual Tax Levy Ordinance Champaign County, Illinois	26-30
IX. Other Business	
X. Adjourn	

*Roll call

**Roll call and 15 votes

***Roll call and 17 votes

****Roll call and 12 votes

Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

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.

RESOLUTION NO. 2022-267

RESOLUTION AUTHORIZING AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE CREATION OF THE CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

WHEREAS, The Champaign County Geographic Information System (GIS) Consortium was first created in 2002 by Intergovernmental Agreement of the County of Champaign, City of Urbana, City of Champaign, University of Illinois, Village of Rantoul, Village of Mahomet, and the Village of Savoy; and

WHEREAS, The Policy Committee of the GIS Consortium has approved amendment to the Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium to extend membership to the Village of St. Joseph, stated within the Intergovernmental Agreement; and

WHEREAS, The Policy Committee of the GIS Consortium recommends to the County Board approval of the Amended Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium;

NOW, THEREFORE, BE IT RESOLVED that the Champaign County Board approves the Amended Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium, as amended by the GIS Consortium Policy Committee in October 2022 and authorizes the County Executive to execute that Agreement on behalf of the County Board.

PRESENTED, ADOPTED, APPROVED, by the County Board this 19th day of December, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Steve Summers, County Executive
Date: _____



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Steve Summers, County Executive

MEMORANDUM

TO: County Board Members
FROM: Steve Summers, County Executive
DATE: December 16, 2022
RE: Amendment to Resolution No. 2022-267

Resolution No. 2022-267 Authorizing Amendment to the Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium was presented to the Board for approval at the December 15th meeting. The Board approved the resolution with an amendment to add language stating Appendix A should be updated to add the Village of St. Joseph and the 2020 Census information.

I have consulted the GIS Director regarding these amendments and was given additional information.

On page 7, of the intergovernmental agreement (IGA), Section 9. Finances, item a. states: "*The initial approved cost-sharing formula is attached in Appendix A*". Before approval by the GIS Policy Committee, the State's Attorney's Office reviewed and approved the amended intergovernmental agreement. As part of their correspondence with the GIS Director, it was determined it is not necessary to update Appendix A and that Appendix A and the language within the IGA are consistent. In addition, the IGA was reviewed by legal representation for the various member agencies. After the reviews were finalized, the IGA was routed to each agency board for approval.

At this time, any changes to the agreement and/or appendix would need to be reviewed by legal counsel for each member agency and then go through the approval process for each agency board. This process would only delay the addition of the Village of St. Joseph. However, should the agencies decide to update the appendix, in a later iteration, that can certainly be done.

Recommend Action:

Rescind the amendment made at the December 15th meeting and approve Resolution No. 2022-267 Authorizing Amendment to the Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium as presented in the Special County Board Meeting agenda packet.

AMENDED
INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR THE CREATION OF THE
CHAMPAIGN COUNTY
GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM

Revised 2022

Table of Contents

SECTION 1. DEFINITIONS.....	1
SECTION 2. CONSORTIUM CREATED.....	2
SECTION 3. CONSORTIUM MISSION.....	3
SECTION 4. POLICY COMMITTEE CREATED.....	3
a) Membership.....	3
b) Voting.....	3
c) Quorum.....	3
d) Unanimous Vote.....	3
e) Representative's Substitute.....	3
f) Regularity of Meetings.....	4
SECTION 5. POLICY COMMITTEE FUNCTIONS AND RESPONSIBILITIES.....	4
a) Mission/By-Laws/Committees.....	4
b) Officers.....	4
c) General Responsibilities.....	4
d) Budget.....	4
e) Funding Formula.....	4
f) Intergovernmental Agreement.....	4
g) Purchases.....	5
h) Gifts.....	5
i) Lead Agency.....	5
j) Role of the Consortium Director.....	5
k) Data Fee Policies.....	5
SECTION 6. LEAD AGENCY DESIGNATED.....	5
SECTION 7. LEAD AGENCY DUTIES.....	5
SECTION 8. MEMBER RESPONSIBILITIES.....	6
SECTION 9. FINANCES.....	7
a) Contributions.....	7
b) Records.....	7
c) Invoices.....	7
d) Payment.....	7
e) Audit.....	7
f) University.....	7
g) Fiscal Year.....	7

SECTION 10. CONSORTIUM DATA POLICIES.....	7
a) Policies and Procedure.....	7
b) Ownership.....	8
c) Freedom of Information Act (FOIA).....	8
d) Other Disclosures to Non-Members.....	8
SECTION 11. TERMINATION BY PARTIES.....	9
a) Withdrawal.....	9
b) Failure to Budget.....	9
c) Default.....	9
d) Data Developed Prior to Withdrawal.....	9
SECTION 12. DISSOLUTION	9
SECTION 13. EQUIPMENT; USE AND OWNERSHIP; LOAN EQUIPMENT.....	9
SECTION 14. RIGHTS OF TERMINATING PARTY TO CONSORTIUM ASSETS.....	10
SECTION 15. DISPOSITION OF CONSORTIUM ASSETS UPON DISSOLUTION	10
SECTION 16. INSURANCE.....	10
SECTION 17. LIMITATIONS OF PERSONNEL.....	10
SECTION 18. AMENDMENTS	11
SECTION 19. ADDITIONAL MEMBERS	11
SECTION 20. EFFECTIVE DATE	11
SECTION 21. NOTICES.....	11
SECTION 22. COUNTERPARTS	11
APPENDIX A.....	20

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE CREATION OF THE
CHAMPAIGN COUNTY GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

THIS AGREEMENT is made and entered by and between Champaign County, the City of Champaign, the City of Urbana, the Board of Trustees of the University of Illinois, the Village of Rantoul, the Village of Savoy, the Village of Mahomet, and the Village of St Joseph, all with offices in Champaign County, Illinois, and collectively referred to as "Parties".

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 here to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the Parties find it to be in the best interest of Champaign County, the City of Champaign, the City of Urbana, the University of Illinois, the Village of Rantoul, the Village of Savoy, the Village of Mahomet, and the Village of St Joseph to develop and operate a coordinated countywide geographic information system; and,

WHEREAS, the Parties are committed to the principles of intergovernmental cooperation; and,

WHEREAS, the Parties desire to operate such a system in the most cost effective and efficient manner; and,

WHEREAS, in order to develop and operate a coordinated countywide geographic information system, it is necessary to establish a geographic information system consortium; and,

WHEREAS, the mission of such a consortium is to develop, provide, and operate a coordinated countywide geographic information system for the purpose of providing geographic information at a reasonable cost in the best interest of all the constituents and citizens of the respective entities; and,

WHEREAS, it is necessary to provide for operations and joint funding of a geographic information system consortium; and,

WHEREAS, the Parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of a geographic information consortium as set forth and as articulated from time to time by the Parties; and,

WHEREAS, the Parties have recently supported, and continue to support, the fee authorized by 55 ILCS 5/3-5018 P.A. 91-0791, in order to defray the cost of implementing and maintaining a geographic information system.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

- a) "Consortium" means the Champaign County Geographic Information System Consortium, consisting of the members, equipment, personnel, and data established by and operating pursuant to this Agreement and created to perform the tasks necessary to establish and maintain the countywide Geographic Information System.

- b) "Consortium Director" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing and directing the activities and employees assigned to the Consortium in order to successfully operate the GIS.
- c) "Consortium Staff" means staff of the Lead Agency who are assigned work on Consortium activities under the direction of the Consortium Director.
- d) "Data" means information in a form suitable for storing and processing by a computer or computer system.
- e) "GIS" means geographic information system. A GIS is a system of hardware, software, and data used for storage, retrieval, mapping, and analysis of geographic data.
- f) "Good standing" means the member is not delinquent on any financial obligations to the Consortium.
- g) "Lead Agency" means the party designated by the members, pursuant to this Agreement as the party having overall responsibility for Consortium operations on an ongoing basis in accordance with the policies established by the Policy Committee and this Agreement.
- h) "Members" mean County of Champaign, Illinois; the City of Champaign, Illinois; the City of Urbana, Illinois; the University of Illinois at Urbana-Champaign; the Village of Rantoul, Illinois; the Village of Savoy, Illinois; the Village of Mahomet; and the Village of St Joseph, Illinois; and such other members who become signatories to the Agreement.
- i) "Party (or Member) in Good Standing" means a member that has not delivered a notice of its intent to withdraw from this Agreement or for which the Policy Committee has not issued a notice of payment default.
- j) "Policy Committee" means the body created by this Agreement to approve the budget for the Consortium, to develop cooperative approaches regarding countywide GIS and the concerns of each party, and to perform such other functions as are set forth in this Agreement.

SECTION 2. CONSORTIUM CREATED

- a) The Parties hereby create the Champaign County Geographic Information System Consortium, an undertaking to operate a countywide geographic information system. The Consortium is created to develop and operate a coordinated countywide geographic information system. Service from Consortium and access to Consortium services shall be in accordance with this Agreement.
- b) The Consortium shall be a unit of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in the Agreement. The Parties hereby authorize and direct the Lead Agency to operate pursuant to this Agreement, and the Lead Agency hereby agrees to operate pursuant to this Agreement.

SECTION 3. CONSORTIUM MISSION

The mission of the Consortium and its Members is to:

- a) Lead development effort for acquisition of data;
- b) Act as a data repository/custodian;
- c) Establish standards for content, quality, and structure of repository data;
- d) Host data on server accessible to all Members;
- e) Provide all Members access to data;
- f) Establish and maintain metadata for data held in the repository;
- g) Provide computer system administration and ongoing system support, upgrades, and maintenance for Consortium-controlled assets;
- h) Provide services to Members in accord with a work plan approved by the Policy Committee;
- i) Promote use of the GIS county wide by contributing data and utilizing the GIS;
- j) Establish operational, administrative, and procedural policy as related to the GIS system operations, data standards, and data distribution.

SECTION 4. POLICY COMMITTEE CREATED

The Policy Committee is hereby created in accordance with the following provisions:

- a) Membership. The Policy Committee shall be comprised of one (1) representative to be designated by the Chancellor of the University and by the Chief Administrative Officer of other Members. The designation shall be made in writing and sent to the Chancellor and the Chief Administrative Officer of the other Members. These shall be voting representatives.
- b) Voting. In those matters required by this Agreement to be decided by the Policy Committee, unless otherwise specified in this Agreement, the proposition voted upon shall not be considered approved unless it receives an affirmative vote from at least a majority or such greater percentage vote specified of all representatives of the Policy Committee Members in good standing.
- c) Quorum. A quorum shall consist of a majority of voting representatives of the Policy Committee Members in good standing.
- d) Unanimous Vote. In those matters required by this Agreement to be decided by a unanimous vote of the Policy Committee, a proposition shall not be considered adopted unless *it* receives an affirmative vote from the voting representative of each and every Member that is in good standing at the time of the vote.
- e) Representative's Substitute. A Member's designated representative to the Policy Committee may select a designated voting representative to serve in the designated representative's absence.

- f) Regularity of Meetings. The Policy Committee shall meet at least quarterly. Other meetings may be called at the request of the Policy Committee Chair or any two (2) of the voting Members' representatives on the Policy Committee.

SECTION 5. POLICY COMMITTEE FUNCTIONS AND RESPONSIBILITIES

The Policy Committee shall have the following functions and responsibilities:

- a) Mission/By-Laws/Committees. The Policy Committee shall have the authority to adopt a mission statement, to enact procedural by-laws governing or directing the activities of the Consortium, provided such mission statement and by-laws do not conflict with the terms of this Agreement, and to create such committees as it deems advisable.
- b) Officers. The Policy Committee shall elect a Chair and such officers as it deems advisable from among the voting representatives of the Members, said election to occur every two (2) years in June, or whenever a vacancy in office occurs.
- c) General Responsibilities. The Policy Committee is responsible for approving: policy, priorities, budget, work plan, and technical standards.
- d) Budget.
- i. The Policy Committee shall, by 3/4 affirmative vote including the vote of the County:
 - 1) annually approve Consortium's budget; and
 - 2) approve amendments to said budget and expenditures as from time to time deemed necessary by the Parties.
 - ii. The tentative budget for each year shall be submitted by the lead agency to the Policy Committee during July of each year.
 - iii. Unless a new budget is approved by January 1st of any year, the last previously approved budget shall continue from year to year.
 - iv. The format of the budget shall conform to the format of the Lead Agency's budget unless otherwise directed by 3/4 vote, including the vote of the County, vote of the Policy Committee.
- e) Funding Formula. The Policy Committee shall annually on or before July 1 of each year, by a unanimous vote, approve the funding formula to determine the Parties' share of expenses for Consortium operations, provided, however, that the most recently approved cost-sharing formula shall continue unless amended by the unanimous vote of the Parties.
- f) Intergovernmental Agreement. The Policy Committee may approve contracts with other governmental entities to provide some or all of Consortium services on a contractual basis.

- g) Purchases. The Policy Committee may approve contracts for the purchase of goods or services with units of federal, state and local units of government, private corporations, not-for-profit organizations, partners and individuals. All such purchases shall be made in accordance with the purchasing policies of the Lead Agency.
- h) Gifts. The Policy Committee may approve the receipt by the Consortium of grants, loans, gifts, bequests, funding, in-kind services from federal, state and local units of government, and from public and private sources.
- i) Lead Agency. The Policy Committee may redesignate the Lead Agency by at least a three fourths (3/4) affirmative vote of all Members, provided that no Members shall be designated Lead Agency without its consent, and provided further that, unless the Parties agree otherwise, no change in the Lead Agency shall take place without at least one hundred and eighty (180) days' prior notice prior to the beginning of the next fiscal year of the current Lead Agency.
- j) Role of the Consortium Director. The Consortium Director, with input from such member agency representatives as the Director may elect to utilize, shall make recommendations to the Policy Committee concerning:
 - 1) Hardware requirements;
 - 2) Software requirements;
 - 3) Networking;
 - 4) Data Standards;
 - 5) Development/Prioritization of the Work Plan;
 - 6) Other aspects of the GIS as requested by the Policy Committee.
- k) Data Fee Policies. The Policy Committee shall have the authority to adopt data policies referred to in Section 10 and a fee schedule by a unanimous vote.

SECTION 6. LEAD AGENCY DESIGNATED

The Lead Agency shall be Champaign County.

SECTION 7. LEAD AGENCY DUTIES

The Lead Agency shall be responsible for, and is hereby empowered to take, all actions to support the overall operation of Consortium and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the Policy Committee. These duties include, but are not limited to:

- a) Employing and supervising all personnel assigned to the Consortium in accordance with the Lead Agency's policies and procedures, including, but not limited to, hiring, firing, disciplining, establishing incentives, benefits, negotiations with unions, and all other employment decisions.
- b) Directing the management and supervision of all employees assigned to Consortium duties in accordance with the policies and procedures of the Lead Agency.
- c) Incurring and paying, on the behalf of the Members and in accordance with this Agreement and Consortium's approved budget, all Consortium expenses.
- d) Entering into all contracts, lease and procurement agreements in accordance with this Agreement, the approved budget, and the policies and procedures of the Lead Agency.

- e) Expending funds in accordance with the Consortium's approved budget. Purchasing shall be conducted in accordance with the Consortium approved budget and the purchasing policies and procedures of the Lead Agency.
- f) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved Consortium budget and the policies and procedures of the Lead Agency.
- g) Billing and collecting from each member its share of the cost of Consortium's operations as provided in this Agreement and the approved annual budget and work plan of Consortium.
- h) Overseeing the establishment and implementation of policies and procedures at the Consortium staff level to implement the mission, goals, and work plan of the Consortium.
- i) Developing a proposed annual budget and work plan and administering the approved budget, expenditures, and work plan in accordance with this Agreement.
- j) Providing staff support, including the recording and distribution of minutes for the Consortium Policy Committee.
- k) Providing necessary office space, furnishings, equipment, hardware, software, and technical support for the Consortium to operate.
- l) Providing generally for the audit, accounting for, receipt, and custody of consortium funds.

The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in Consortium's budget, as amended from time to time in accordance with this Agreement. The formula for cost reimbursement shall be established as part of the funding formula.

SECTION 8. MEMBER RESPONSIBILITIES

Each Member shall:

- a) Utilize the Consortium GIS only in accordance with Consortium policies;
- b) Designate (1) person to serve as an active voting representative on the Policy Committee;
- c) Provide original data and data updates on a regular or as needed basis to Consortium in order to maintain the master GIS dataset as required by Consortium policy;
- d) Distribute Consortium data to non-members only in accordance with the adopted Consortium data distribution policy.
- e) Retain legal responsibility and liability, if any, for the quality of the data that it provides.
- f) Retain ownership of the data that it provides.
- g) Be responsible for providing and maintaining its own GIS equipment, software, and GIS-related items.

- h) Be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the Members.

SECTION 9. FINANCES

- a) Contributions. Each party shall be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the Members. Any change in the formula may be made by a unanimous vote of the Policy Committee. The initial approved cost-sharing formula is attached in Appendix A. The most recently approved cost-sharing formula shall continue unless amended by unanimous vote of the Parties.
- b) Records. The Lead Agency shall maintain financial records regarding Consortium operations and finances in accordance with generally accepted governmental accounting standards, which records shall be available at the Lead Agency's finance offices for inspection by any of the Parties during regular business hours.
- c) Invoices. The Lead Agency shall invoice each Member on the first day of each quarter for the next quarter's service for its share of Consortium costs based on the approved cost sharing formula
- d) Payment. Members shall pay said bills within thirty (30) days of receipt of an invoice for the same.
- e) Audit. Consortium financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of Consortium.
- f) University. All commitments by the University are subject to constitutional and statutory restrictions and limitations binding upon the University and to the availability of funds which may be lawfully applied thereto.
- g) Fiscal Year. Consortium's fiscal year shall follow the fiscal year of the Lead Agency.

SECTION 10. CONSORTIUM DATA POLICIES

- a) Policies and Procedure.
1. The Policy Committee shall develop and approve policies and procedures on the following topics:
 - Data distribution or disclosure to Consortium Members
 - Data distribution or disclosure to non-members, including policies to protect the privacy of individuals
 - Data sales
 - Data licensing
 - Freedom of Information requests
 - Data security
 - Public Internet data distribution
 2. The policies and procedures shall be consistent with this Agreement.
 3. Individual Consortium Members shall release or sell GIS data only consistent with the policies and procedures developed under this Agreement.

b) Ownership.

1. Data supplied by individual Members shall continue to be owned by the individual Member, but may be utilized by the Consortium for Consortium purposes consistent with this Agreement and the policies and procedures developed under the authority of the Agreement.
2. The Consortium shall own GIS data which the Consortium develops through processing or altering of the original configuration of the data by the Consortium software.
3. Any Member has the right to refuse to provide data to GIS if required by federal or state statute, court order, or local ordinance or contract predating this Agreement, and to the limited extent necessary to preserve or recognize any statutory or common law privilege.

c) Freedom of Information Act (FOIA).

In the event that the Consortium receives a FOIA request which seeks data owned by a Member, the Consortium shall respond to the said FOIA in accordance with FOIA, and notify the appropriate Policy Committee representatives of FOIA request and response.

d) Other Disclosures to Non-Members.

1. Information protocols will allow disclosure of data in GIS to third Parties required by federal or state statute (such as the Freedom of Information Act), local ordinance or contract predating the agreement, or court order (including a judicial subpoena). The Consortium shall notify the appropriate Policy Committee representatives of the disclosure.
2. Information protocols will allow disclosure of data in GIS to third Parties to the extent necessary to maintain GIS and related systems, and to perform law enforcement and investigatory functions, prosecution, and defense of criminal cases, defense of civil claims, and coordination with other government agencies (such as DCFS and the Attorney General).
3. Additional guidelines are documented in the Champaign County GIS Consortium Digital Data Policy.

SECTION 11. TERMINATION BY PARTIES

- a) Withdrawal. A party may terminate its participation in this Agreement as of July 1 of any year by giving written notice to each of the other Parties. Such notice shall be given prior to December 31 of the year before the desired termination date.
- b) Failure to Budget. Notwithstanding any provision of this Agreement to the contrary, a Member may withdraw by giving prior written notice thirty (30) days in advance to each of the other Parties indicating its intent to terminate its participation in this Agreement as of the end of the month following the expiration of such thirty (30) days, provided, however, withdrawal under this section can only be invoked if the corporate authorities of such Member, or the legislature in the case of the University, have failed or refused to authorize, appropriate or budget the funds necessary to pay such Member's share of the costs, as such costs are determined by the Policy Committee pursuant to this Agreement. Each party will utilize its best efforts to appropriate and budget sufficient funds to meet its obligations under this Agreement in full.
- c) Default. If a party to this Agreement is in default of its payment obligations, the Policy Committee may so declare and terminate GIS services to that Member thirty (30) days after the date of mailing of notice of default and termination of services to the defaulting party, unless the defaulting party cures the default in full prior to the expiration of the thirty (30) days set forth in the notice. The notice of the default declared by the Policy Committee shall be issued by the Lead Agency. The defaulting party shall continue to be responsible to pay its assigned share of the cost of Consortium as determined in accordance with this Agreement for the ensuing nine (9) months following the termination of GIS services. If the defaulting party, within the nine (9) month period, pays all amounts due and the costs incurred by the Consortium in updating the information in relevant databases, GIS services to the party shall be reinstated.
- d) Data Developed Prior to Withdrawal. A party terminating its participation in this Agreement shall have the right to one (1) electronic copy of the data developed prior to the first occurring of these dates: the date of Member termination or date of Member default.

SECTION 12. DISSOLUTION

It is the intent of the Parties to maintain Consortium as a continuing operation. However, should any of the Parties elect to withdraw its participation in and support of Consortium, then Consortium may continue in operation for the benefit of the remaining Parties if a minimum of two (2) of the Parties elect to continue their participation.

SECTION 13. EQUIPMENT; USE AND OWNERSHIP; LOAN EQUIPMENT

All equipment purchased for Consortium shall be purchased, utilized and disposed of by the Lead Agency and held in trust for Consortium use. It shall be recorded and identified by the Lead Agency as Consortium Agreement property, separate from other Lead Agency property. Prior to dissolution of Consortium, all proceeds from the sale of any Consortium Agreement property or data shall be devoted solely to the operation of Consortium. In the case of a change in Lead Agency, Consortium property shall be transferred with the Lead Agency function to the new Lead Agency.

Any Member agency may, with approval of the Policy Committee, loan property or equipment to the Lead Agency for the use of Consortium. Such property shall continue to be owned by the member agency, and the Lead Agency shall keep written records of such loaned equipment. If the party owning

the loaned equipment wishes to withdraw it from Consortium service, that party may do so provided that, if in the opinion of the Consortium Director, the property is essential to Consortium and requires replacement to ensure consistency and proper functioning of Consortium, then such loaned equipment shall be withdrawn only after providing a reasonable notice of withdrawal to the other Parties.

SECTION 14. RIGHTS OF TERMINATING PARTY TO CONSORTIUM ASSETS

A party terminating its participation in this Agreement shall continue to maintain its financial interest in all equipment purchased for the Consortium operation prior to the date of that member's termination. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of Consortium until Consortium is dissolved.

SECTION 15. DISPOSITION OF CONSORTIUM ASSETS UPON DISSOLUTION

Upon dissolution of Consortium, all assets held in trust by the Lead Agency on behalf of the Parties of this Agreement will be sold and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such assets or operating expenses of Consortium, shall be divided among all Parties to this Agreement in accordance with the proportion that the amount of funding of that party bears to the total during the period of time from the date of membership until the date that Consortium is dissolved. Any one (1) or more of the Parties shall have the right to purchase such assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the Policy Committee. If more than one (1) party wishes to purchase such assets or a particular asset for the fair market value, the matter will be decided by lot.

SECTION 16. INSURANCE

The Lead Agency shall procure and maintain, during the term of this Agreement or any extension thereof, sufficient property insurance to cover the replacement value of the Consortium equipment and all equipment loaned to Consortium, against all direct loss or damage. The cost of any such insurance shall be a cost of operating Consortium, to be borne by the Parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for Consortium operations in accordance with insurance purchase standards for its other operating departments. The insurance shall name each member agency as additional insured under the liability policy procured.

SECTION 17. LIMITATIONS OF PERSONNEL

No employee shall have authority to commit, obligate or bind any party hereto to any contract or obligation unless specifically authorized by said party, except as provided for in this Agreement.

SECTION 18. AMENDMENTS

This Agreement may be amended in writing at any time by mutual agreement of all the Parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each party.

SECTION 19. ADDITIONAL MEMBERS

New members may only be added to the Consortium by a unanimous vote of the Policy Committee. New members shall pay an initial buy-in fee of 3 times the first year’s membership fee payable as a one-time upfront payment or in annual installments within the first 5-years of membership. The new member is obligated to pay the full buy-in fee even if the new member terminates membership prior to the end of the 5-years.

New members shall agree in writing to all the terms of this Agreement before membership becomes effective.

SECTION 20. EFFECTIVE DATE

This Agreement shall be effective as to each member on the date such member executed the Agreement.

SECTION 21. NOTICES

Notices hereunder shall be provided personally or by first class mail to the Chancellor of the University and to the Chief Administrative Officer of each party and to the attorney representing each party. The date of the notice shall be the third day after the date of mailing of notice is provided by mail. If the notice is provided by personal delivery, the date of personal delivery is the date of the notice.

SECTION 22. COUNTERPARTS

This Agreement may be signed in several counterparts, each of which shall be considered an originally executed agreement for all purposes.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals to this Agreement as of the dates below indicated.

CITY OF CHAMPAIGN

By: _____
City Manager

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF URBANA

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

COUNTY OF CHAMPAIGN

By: _____
County Executive

Date: _____

ATTEST: _____
County Clerk

APPROVED AS TO FORM:

State's Attorney

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: _____
Comptroller

Chancellor

Executive Director, Facilities and Services

APPROVED AS TO FORM:

Campus Legal Counsel

VILLAGE OF ST JOSEPH

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

VILLAGE OF MAHOMET

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

VILLAGE OF RANTOUL

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

VILLAGE OF SAVOY

By: _____
Village President

Date: _____

ATTEST: _____
Village Clerk

APPROVED AS TO FORM:

Village Attorney

ACKNOWLEDGED BY:
CHAMPAIGN COUNTY RECORDER

By: _____

Date: _____

ACKNOWLEDGED BY:
CHAMPAIGN COUNTY

By: _____

Date: _____

APPENDIX A

CHAMPAIGN COUNTY GIS CONSORTIUM AGREEMENT PROPOSED ATTACHMENT A

GIS Consortium Member	Population 2000 Census	Fiscal Year 2003 7/1/02 - 6/30/03			Fiscal Year 2004 7/1/03 - 6/30/04		
		Base	Per Capita Rate	Total	Base	Per Capita Rate	Total
Champaign County	37,072	\$200,000.00	\$0.27	\$200,000.00	\$200,000.00	\$0.56	\$200,000.00
Champaign	67,518	\$5,000.00	\$18,229.86	\$23,229.86	\$5,000.00	\$0.56	\$37,810.08
Urbana	36,395	\$5,000.00	\$9,826.65	\$14,826.65	\$5,000.00	\$0.56	\$20,381.20
Rantoul	12,857	\$5,000.00	\$3,471.39	\$8,471.39	\$5,000.00	\$0.56	\$7,199.92
Mahomet	4,877	\$5,000.00	\$1,316.79	\$6,316.79	\$5,000.00	\$0.56	\$7,731.12
Savoy	4,476	\$5,000.00	\$1,208.52	\$6,208.52	\$5,000.00	\$0.56	\$7,506.56
University of Illinois		\$25,000.00		\$25,000.00	\$25,000.00		\$25,000.00
Total		\$250,000.00	\$34,053.21	\$284,053.21	\$250,000.00	\$70,628.88	\$320,628.88

The first two year's budget reflects phased costs of bringing the system online. Future budgets are expected to remain near the \$300,000 level, plus annual inflation.

Initial Projections have the per capita rate reducing to \$.48 in the third year.

The per capita would be set each year based upon the budget and expected contributors. For instance, if additional entities join the consortium, the per capita amount would be reduced by the added base amounts received.

ORDINANCE NO. 2022-20

AMENDING ORDINANCE NO. 2022-15

FY2023 ANNUAL TAX LEVY ORDINANCE CHAMPAIGN COUNTY, ILLINOIS

WHEREAS the County Board of Champaign County, Illinois wishes to amend Ordinance No. 2022-15, FY2023 ANNUAL TAX LEVY ORDINANCE, passed on November 17, 2022; and

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 \$41,107,414 on the real property and railroad property, in Champaign County, Illinois, for raising of monies for the several objects and purposes specified in the FY2023 Annual Budget and Appropriation Ordinance;

NOW, THEREFORE, BE IT ORDAINED that there is hereby levied a tax in the amount of \$16,678,592 for the County General Corporate purposes;

BE IT FURTHER ORDAINED that there is hereby levied a tax in the amount of \$2,719,558 for the purpose of acquiring insurance against any loss or liability which may be imposed upon the County, in accordance with 745 ILCS 10/9-107, said \$2,719,558 is exclusive of and in addition to those sums heretofore levied; and

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$3,179,251 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 \$3,179,251 is exclusive of and in addition to those sums heretofore levied; and

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$1,594,577 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 \$1,594,577 being exclusive of and in addition to those sums heretofore levied; and

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$5,932,620 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 \$5,932,620 is exclusive of and in addition to those sums heretofore levied; and

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$2,038,245 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 \$2,038,245 being exclusive of and in addition to those sums heretofore levied; and

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$2,015,506 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 \$2,015,506 is exclusive of and in addition to those sums heretofore levied; and

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$128,755 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 \$128,755 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

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$442,000 for the purpose of the County’s share of the Cooperative Extension service programs, in accordance with 505 ILCS 45/8, said \$442,000 is exclusive of and in addition to those sums heretofore levied; and

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$1,505,440 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 \$1,505,440 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

BE IT FURTHER ORDAINED that there is hereby levied a tax, in the amount of \$4,872,870 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 \$4,872,870 is exclusive of and in addition to those sums heretofore levied; and

BE IT FURTHER ORDAINED that the sums heretofore levied in the total amount of \$41,107,414 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 2022.

BE IT FURTHER ORDAINED that this Ordinance amends and completely replaces Ordinance No. 2022-15, and the County Clerk is directed to rely solely on this Ordinance as to the amount of all levies herein described.

PRESENTED, PASSED, APPROVED and RECORDED by the County Board of Champaign County, Illinois, this 19th day of December, A.D. 2022.

Kyle Patterson, Chair
Champaign County Board

___ AYE ___ NAY ___ ABSENT

Recorded
& Attest: _____
Aaron Ammons, County Clerk
And ex-officio Clerk of the Champaign
County Board Date: _____

Approved:

Steve Summers, County Executive
Date: _____

**TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE**

I, the undersigned, hereby certify that I am the presiding officer of Champaign County, 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.

Check as applicable:

1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.

2) The taxing district’s aggregate levy did not exceed a 5% increase over the prior year’s extension. Therefore, a notice and a hearing were not necessary.

3) The proposed aggregate levy did not exceed a 5% increase over the prior year’s extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year’s extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.

4) The final adopted levy, as amended, exceeded the amount stated in the first published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

This certificate applies to the RY2022 levy, as amended.

Date _____

Presiding Officer _____
Steve Summers
County Executive



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Steve Summers, County Executive

MEMORANDUM

To: Honorable Members of the Champaign County Board

From: Tami Ogden, Director of Finance

Date: December 14, 2022

Re: Revenue Year 2022, Fiscal Year 2023 Annual Tax Levy Ordinance Revision

In conjunction with approving the FY2023 Annual Budget, the County approved its Annual Tax Levy Ordinance (No. 2022-15) during the November 17, 2022 County Board meeting. Subsequently, the County received notice from the City of Urbana regarding the termination of the City's Tax Increment Financing Redevelopment Project Area No. 2 (TIF No. 2), to occur prior to December 31 of this year. The expected amount of Equalized Assessed Value (EAV) to be added back to the tax rolls is \$15.4 million.

The limiting rate formula under the Property Tax Extension Limitation Law (PTELL) allows a taxing district to receive additional taxes in proportion to the value of the TIF increment the year the TIF expires. Therefore, the only opportunity to capture new growth revenue related to this recovered TIF is via the RY2022/FY2023 levy. Revising the Tax Levy Ordinance to include the recovered tax increment value results in an estimated additional \$130,000. Because state statute requires a tax levy to be filed with the County Clerk on or before the last Tuesday in December, timely action is necessary if the County wishes to amend its levy. The increase in each line is reflected below with reallocation of additional funds from the IMRF, Liability, and Extension Education lines to the General Fund.

	Projected RY2022 Levy	AMENDED Projected RY2022 Levy	Difference
General Corp	\$ 16,609,524	\$ 16,678,592	\$ 69,068
IMRF	\$ 2,038,245	\$ 2,038,245	\$ -
Social Security	\$ 2,009,143	\$ 2,015,506	\$ 6,363
Highway	\$ 3,169,214	\$ 3,179,251	\$ 10,037
County Bridge	\$ 1,589,543	\$ 1,594,577	\$ 5,034
Liability Insurance	\$ 2,719,558	\$ 2,719,558	\$ -
Highway Fed Match	\$ 128,348	\$ 128,755	\$ 406
Extension Education	\$ 442,000	\$ 442,000	\$ -
Health	\$ 1,500,687	\$ 1,505,440	\$ 4,753
Mental Health	\$ 5,913,892	\$ 5,932,620	\$ 18,729
377 Board Levy	<u>\$ 4,857,487</u>	<u>\$ 4,872,870</u>	<u>\$ 15,383</u>
TOTAL	\$ 40,977,642	\$ 41,107,414	\$ 129,772

Administration worked closely with the State's Attorney's Office to ensure it remains in compliance with Truth in Taxation requirements. An analysis and recommendation from Matt Banach, Chief of the Civil Division, is summarized below.

The County has already complied initially with Truth in Taxation with respect to the FY2023 Annual Tax Levy, as the County gave public notice of and held a public hearing as to its intention to levy more than 105% of the preceding year, based on the estimated levy determined in good faith earlier this year. If the final tax levy will exceed the proposed levy previously noticed (as contemplated by this memo and proposed levy revision), a second public notice must be published within 15 days after adoption of the amended levy. The Truth in Taxation statute contemplates and provides a form for such a second notice. A second public hearing is not required. An updated Truth in Taxation certificate will also be required.

Recommended Action:

Approval of Ordinance No. 2022-20 amending Ordinance No. 2022-15, FY2023 ANNUAL TAX LEVY ORDINANCE CHAMPAIGN COUNTY, ILLINOIS. Completion of an additional Truth in Taxation certificate to be provided with the final tax levy, but with modification of the usual template. Publication of a new public notice per 35 ILCS 200/18-85 within 15 days after adoption of final tax levy.