

# COUNTY BOARD AGENDA

County of Champaign, Urbana, Illinois  
Thursday, May 24, 2018 – 6:30 p.m.

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

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<b><u>Agenda Items</u></b>	
<b>I. Call To Order</b>	
<b>II. *Roll Call</b>	
<b>III. Prayer &amp; Pledge of Allegiance</b>	
<b>IV. Read Notice of Meeting</b>	
<b>V. Approval of Agenda/Addenda</b>	
<b>VI. Date/Time of Next Regular Meetings</b>	
<b>Standing Committees:</b>	
A. County Facilities Committee Meeting – Tuesday, June 5, 2018 @ 6:30 p.m. Lyle Shields Meeting Room	
B. Environment & Land Use Committee Meeting – Thursday, June 7, 2018 @ 6:30 p.m. Lyle Shields Meeting Room	
C. Highway & Transportation Committee Meeting – Friday, June 8, 2018 @ 9:00 a.m. 1605 E. Main Street, Urbana	
<b>Committee of the Whole:</b>	
A. Justice & Social Services; Policy, Personnel, & Appointments; Finance Tuesday, June 12, 2018 @ 6:30 p.m. Lyle Shields Meeting Room	
<b>County Board:</b>	
A. Regular Meeting-Thursday, June 21, 2018 @ 6:30 p.m. Lyle Shields Meeting Room	
<b>VII. Public Participation</b>	
<b>VIII. *Consent Agenda</b>	2-49
<b>IX. Communications</b>	
<b>X. Approval of Minutes</b>	
A. April 19, 2018 – Regular Meeting	50-56
B. April 24, 2018 - Special Meeting	57-58
C. May 9, 2018 – Special Meeting	59-60
<b>XI. <u>Standing Committees:</u></b>	
A. Facilities	

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1. Adoption of Resolution No. 2018-127 Approving 10-Year Capital Plan	62-67
<b>B. Environment &amp; Land Use</b>	
<i>Summary of Action Taken at May 10, 2018 Meeting</i>	68-69
1. Adoption of Resolution No. 2018-133 Approving Subdivision Case 200-18 Lenehan Acres Subdivision	70
2. Adoption of Resolution No. 2018-134 Approving Minor Amendments to Champaign County Land Resource Management Plan	71
3. Adoption of Resolution No. 2018-136 Authorizing County Board Chair Signature of Annual Facility Inspection Report Required for M.S. 4 Storm Water Permit with I.E.P.A. for Program Year April 2017 Through March 2018 (Inspection Report – Separate Attachment)	72-73
4. Adoption of Resolution No. 2018-137 Approving Contract of Sale for County Property Located at 2603 Campbell Drive, Champaign (to be distributed)	
<b>C. Highway &amp; Transportation</b>	
<i>Summary of Action Taken at May 11, 2018 Meeting</i>	74-75
<b>XII. Areas of Responsibility:</b>	
<i>Summary of Action Taken May 15, 2018 at Committee of the Whole Meeting (Justice &amp; Social Services; Finance; Policy, Personnel, &amp; Appointments)</i>	76-81
<b>A. Finance</b>	
1. Adoption of Resolution No. 2018-139 Authorizing Payment of Claims	82
2. Adoption of Resolution No. 2018-140 Authorizing Purchases Not Following Purchasing Policy	83-86
3. Adoption of Resolution No. 2018-142 Authorizing the FY2019 Budget Process	
a. Option A	87-89
b. Option B	90-92
<b>B. Policy, Personnel, &amp; Appointments</b>	
1. Adoption of Resolution No. 2018-143 Appointing Jerry Lyke to the Urbana-Champaign Sanitary District Board, Term 6/1/2018-5/31/21	93-95
<b>XIII. New Business</b>	
<b>A. Finance</b>	
1. **Adoption of Resolution No. 2018-141 Authorizing the Sale of the Champaign County Nursing Home	96-162
2. **Adoption of Resolution No. 2018-144 Authorizing Budget Amendment 18-00029 Fund 081 Nursing Home / Dept. 410 Administrative Increased Appropriations: \$4,544,946 Increased Revenue: \$4,611,523 Reason: If Nursing Home is Retained by the County, There are Insufficient Appropriations to Continue Operations in FY2018. This Budget Amendment Restores the FY2018 Budget to the Original 12-Month Budget Proposed by the Management Company During the Budget Process	163-166

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| 3. | Adoption of Resolution No. 2018-174 Authorizing Signatory Authority to the FY2018 Nursing Home Transition Budget   | 167     |
| 4. | **Adoption of Resolution No. 2018-175 Authorizing Budget Amendment 18-00030<br>Fund 104 Early Childhood / Dept. 842 Pre-School for All Expansion III<br>Increased Appropriations: \$756,889<br>Increased Revenue: \$756,889<br>Reason: This Grant will Support Health & Safety. Facility Improvements Including ADA Compliant Parking Lots, Ramps, Sidewalks, Window Replacement, Painting and Signage. Grant will also Support Curriculum Enhancements, Materials, Equipment and Computers. | 168-170 |

**XIV. Other Business**

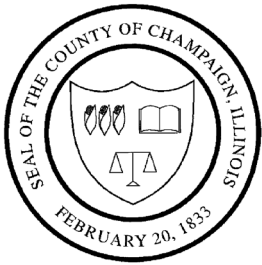
**A. Justice & Social Services**

- |    |   |     |
|----|---|-----|
| 1. | Adoption of Resolution No. 2018-98 Approving County Board Facilitation of the Collection of Racial/Ethnicity Data within the County Criminal Justice System (deferred from April) | 171 |
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**XV. 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.*



# COUNTY BOARD CONSENT AGENDA

County of Champaign, Urbana, Illinois

Thursday, May 24, 2018 - 6:30 p.m.

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

## **Consent Agenda Item**

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### **A. Highway & Transportation**

1. Adoption of Resolution No. 2018-128 Awarding of Contract for Culvert Replacements on County Road 19 section 18-00049-00-BR 2-3
2. Adoption of Resolution No. 2018-129 Awarding of Contract for Resurfacing of County Road 25 Staley Road Section 18-00448-00-RS 4-5
3. Adoption of Resolution No. 2018-130 for Contract Award Authority Stop Sign Placement at Uncontrolled Intersections Section 18-00447-00-SP 6
4. Adoption of Resolution No. 2018-131 Approving Appropriation of Funds From the County Bridge Fund Pursuant to 605 ILCS 5/5-501 7-9
5. Adoption of Resolution No. 2018-132 Approving Appropriation of Funds From County Bridge Fund Pursuant to 605 ILCS 5/5-501 10-12

### **B. Environment & Land Use**

1. Adoption of Resolution No. 2018-135 Authorizing Acceptance of a Grant From the Illinois Housing Development Authority Abandoned Properties Program 13-14

### **C. Justice & Social Services**

1. Adoption of Resolution No. 2018-145 Approving the Application for, & If Awarded, Acceptance of Department of Justice FY2018 Competitive Grant for Justice and Mental Health Collaboration Program 15

### **D. Policy, Personnel, & Appointments**

1. Adoption of Resolution No. 2018-146 Appointing Elizabeth B. Patton to the Board of Review, Term 6/1/2018-5/31/2020 16
2. Adoption of Resolution No. 2018-147 Appointing Robert Zebe to the Board of Review, Term 6/1/2018-5/31/2020 17
3. Adoption of Resolution No. 2018-148 Appointing Robert Kettner to the Penfield Water District Board, Term 6/1/2018-5/31/2023 18
4. Adoption of Resolution No. 2018-149 Appointing Randall Zindars to the Penfield Water District Board, Term 6/1/2018-5/31/2023 19
5. Adoption of Resolution No. 2018-150 Appointing Robert Buchanan to the Sangamon Valley Public Water District Board, Term 6/1/2018-5/31/2023 20
6. Adoption of Resolution No. 2018-151 Appointing Michael Melton to the Sangamon Valley Public Water District Board, Term 6/1/2018-5/31/2023 21
7. Adoption of Resolution No. 2018-152 Appointing Karen Hughey to the Dewey Community Public Water District Board, Term 6/1/2018-5/31/2023 22
8. Adoption of Resolution No. 2018-153 Appointing William Roller Jr. to the Dewey Community Public Water District Board, Term 6/1/2018-5/31/2023 23



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- 9. Adoption of Resolution No. 2018-154 Appointing Stan Harper as Chair of the Facilities Committee to Replace Josh Hartke 24
- 10. Adoption of Resolution No. 2018-155 Appointing Shana Crews as Vice Chair of the Facilities Committee 25

**E. Finance**

- 1. \*\*Adoption of Resolution No. 2018-156 Authorizing Budget Amendment 18-00013 26  
Fund 076 Tort Immunity Tax / Dept. 075 General County  
Appropriations: None  
Decreased Revenue: -\$48,450  
Reason: Remove Budgeted Property Tax Revenue Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
- 2. \*\*Adoption of Resolution No. 2018-157 Authorizing Budget Amendment 18-00014 27  
Fund 080 General Corporate / Dept. 075 General County  
Appropriations: None  
Decreased Revenue: -\$474,119  
Reason: Remove Budgeted Property Tax Revenue Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
- 3. \*\*Adoption of Resolution No. 2018-158 Authorizing Budget Amendment 18-00015 28  
Fund 089 County Public Health / Dept 049 Board of Health  
Decreased Appropriations: -\$33,641  
Decreased Revenue; -\$33,641  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
- 4. \*\*Adoption of Resolution No. 2018-159 Authorizing Budget Amendment 18-00016 29  
Fund 083 County Highway / Dept. 060 Highway  
Decreased Appropriations: -\$74,465  
Decreased Revenue: -\$74,465  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
- 5. \*\*Adoption of Resolution No. 2018-160 Authorizing Budget Amendment 18-00017 30  
Fund 084 County Bridge / Dept. 060 Highway  
Appropriations: None  
Decreased Revenue: -\$37,352  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
- 6. \*\*Adoption of Resolution No. 2018-161 Authorizing Budget Amendment 18-00022 31  
Fund 090 Mental Health / Dept. 053 Mental Health Board  
Decreased Appropriations: -\$138,315  
Decreased Revenue: -\$138,315  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
- 7. \*\*Adoption of Resolution No. 2018-162 Authorizing Budget Amendment 18-00023 32  
Fund 108 Developmental Disability / Dept. 050 Developmental Disability Board

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- Decreased Appropriations: -\$115,402  
Decreased Revenue: -\$115,402  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
8. \*\*Adoption of Resolution No. 2018-163 Authorizing Budget Amendment 18-00024 33  
Fund 081 Nursing Home / Dept. 410 Administrative  
Decreased Appropriations: -\$37,829  
Decreased Revenue: -\$37,829  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue
9. \*\*Adoption of Resolution No. 2018-164 Authorizing Budget Amendment 18-00021 34  
Fund 614 Recorder's Automation / Dept. 023 Recorder  
Increased Appropriations: \$6,700  
Increased Revenue: None: from Fund Balance  
Reason: to Pay for Temporary Workers for a Special Digitization Project
10. \*\*Adoption of Resolution No. 2018-165 Authorizing Budget Amendment 18-00025 35  
Fund 080 General Corporate / Dept. 028 Information Technology  
Increased Appropriations: \$19,893  
Increased Revenue: None: from Fund Balance  
Reason: Funds Needed to Cover Unexpected Purchase of Sophos Antivirus Software to Clean-up the Virus Outbreak at the Courthouse, Sheriff's Office and Adult Detention Center.
11. \*\*Adoption of Resolution No. 2018-166 Authorizing Budget Amendment 18-00026 36  
Fund 080 General Corporate / Dept. 040 Sheriff  
Increased Appropriations: \$11,025  
Increased Revenue: \$11,025  
Reason: Funds Received this FY for Totaled Squad Car (#19) to be Placed back into Automobile/Vehicle Line Item to Allow for Replacement
12. \*\*Adoption of Resolution No. 2018-167 Authorizing Budget Amendment 18-00027 37  
Fund 630 Circuit Clerk Operation & Administration / Dept. 030 Circuit Clerk  
Increased Appropriations: \$115,424  
Increased Revenue: None: from Fund Balance  
Reason: Transfer of Salary Lines from 613 Court Automation to 630 Clerk Operations to Cover 2018 Salary of Court Technology Specialist
13. \*\*Adoption of Resolution No. 2018-168 Authorizing Budget Amendment 18-00028 38  
Fund 633 St. Attorney Records Automation / Dept. 041 State's Attorney  
Increased Appropriations: \$5,000  
Increased Revenue: None: from Fund Balance  
Reason: to Pay for Data Importation and Document Management Subscriptions. Subscription is for the Carle Property Tax Case.
14. \*\*Adoption of Resolution No. 2018-169 Authorizing Budget Transfer 18-00004 39  
Fund 080 General Corporate / Dept. 075 General County  
Amount: \$101,000  
Reason: to Transfer the Funds to Pay the Nursing Home MSN Settlement Obligation
15. Adoption of Resolution No. 2018-170 Authorizing the Execution of a Deed of Conveyance of the 40  
County's Interest or Cancellation of the Appropriate Certificate of Purchase on Real Estate,  
Permanent Parcel 14-03-36-305-013

**Consent Agenda Item**

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| 16. Adoption of Resolution No. 2018-171 Authorizing Inter-Fund Loans from Fund Reserves to Other Funds                            | 41    |
| 17. Adoption of Resolution No. 2018-172 Authorization for Loan Authority to the Nursing Home Fund from the General Corporate Fund | 42-43 |
| 18. Adoption of Resolution No. 2018-173 Adopting the Champaign County Financial Policies  | 44-49 |

RESOLUTION NO. 2018-128

RESOLUTION AWARDING OF CONTRACT FOR  
CULVERT REPLACEMENTS ON COUNTY ROAD 19  
SECTION #18-00049-00-BR

WHEREAS, The following low bid was received at a Public Letting held on May 1, 2018 in Urbana, Illinois, for the replacement of a pipe culvert and a box culvert on County Road 19, Section #18-00049-00-BR:

Feutz Contractors, Paris, IL-\$65,828.00

WHEREAS, The County Engineer recommends to the County Board that the low bid be awarded; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Champaign County does hereby award the above listed bid to Feutz Contractors.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 24<sup>th</sup> day of May A.D., 2018.

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C. Pius Weibel, Chair  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk and  
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer



RESOLUTION NO. 2018-129

RESOLUTION AWARDING OF CONTRACT FOR  
THE RESURFACING OF COUNTY ROAD 25  
STALEY ROAD  
SECTION #18-00448-00-RS

WHEREAS, The following low bid was received at a Public Letting held on May 1, 2018 in Urbana, Illinois, for the resurfacing of County Road 25 (Staley Road), Section #18-00448-00-RS:

Cross Construction, Urbana, IL-\$849,506.00

WHEREAS, The County Engineer recommends to the County Board that the low bid be awarded; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, That the County Board of Champaign County does hereby award the above listed bid to Cross Construction.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 24<sup>th</sup> day of May A.D., 2018.

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C. Pius Weibel, Chair  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk and  
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer



**Illinois Department  
of Transportation**

County: Champaign  
 Local Agency: CO Highway Department  
 Section: 18-00448-00-RS  
 Estimate: \$841,783.55

Date: 5/1/2018  
 Time: 10:00AM  
 Appropriation: \_\_\_\_\_

Attended By: \_\_\_\_\_

Name of Bidder: Address of Bidder:	Cross Construction	Open Road Paving Company
	3615 N Countryview Road Urbana, IL 61802	1414 W Anthony Drive Urbana, IL 61802

Proposal Guarantee:  
Terms: \_\_\_\_\_

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Aggregate Surface Course, Type B		Ton	6.00	36.00	\$ 216.00	100.00	\$ 600.00	142.00	\$ 852.00
2	Bituminous Materials, Tack Coat		Pound	17,974.00	1.10	\$ 19,771.40	1.00	\$ 17,974.00	0.75	\$ 13,480.50
3	Leveling Binder, Machine Method, IL9.5FG, N50		Ton	1,678.00	80.00	\$ 134,240.00	96.00	\$ 161,088.00	111.50	\$ 187,097.00
4	Hot-Mix Asphalt Surface Removal, Butt Joint		SY	2,522.00	15.00	\$ 37,830.00	5.00	\$ 12,610.00	6.25	\$ 15,762.50
5	Hot-Mix Asphalt Surface Course, Mix C, N50		Ton	2,796.00	85.00	\$ 237,660.00	95.00	\$ 265,620.00	100.00	\$ 279,600.00
6	Bituminous Materials, Tack Coat		lbs	895.00	1.25	\$ 1,118.75	2.00	\$ 1,790.00	4.00	\$ 3,580.00
7	Incidental HMA Surfacing		Ton	223.00	200.00	\$ 44,600.00	275.00	\$ 61,325.00	265.90	\$ 59,295.70
8	Aggregate Wedge Shoulders, Type B		Ton	2230.00	33.00	\$ 73,590.00	28.00	\$ 62,440.00	38.00	\$ 84,740.00
9	Mobilization		L Sum	1.00	24,000.00	\$ 24,000.00	10,000.00	\$ 10,000.00	25,000.00	\$ 25,000.00
10	Short-Term Pavement Markings		FT	1140.00	1.50	\$ 1,710.00	1.00	\$ 1,140.00	2.00	\$ 2,280.00
11	Short-Term Pavement Marking Removal		SQ FT	127.00	2.00	\$ 254.00	3.00	\$ 381.00	8.00	\$ 1,016.00
12	Hot In Place Recycling-Surface Recycling		SY	39942.00	4.70	\$ 187,727.40	5.25	\$ 209,695.50	4.64	\$ 185,330.88
13	Scarify Existing Surface		SY	5410.00	2.00	\$ 10,820.00	1.25	\$ 6,762.50	1.50	\$ 8,115.00
14	Traffic Control And Protection, (Special)		L Sum	1.00	40,000.00	\$ 40,000.00	9,500.00	\$ 9,500.00	13,000.00	\$ 13,000.00
15	Changeable Message Sign		Cal Day	14.00	175.00	\$ 2,450.00	400.00	\$ 5,600.00	185.00	\$ 2,590.00
16	Construction Layout		L Sum	1.00	15,000.00	\$ 15,000.00	5,000.00	\$ 5,000.00	3,550.00	\$ 3,550.00
17	Material Transfer Device		Ton	2796.00	1.00	\$ 2,796.00	5.00	\$ 13,980.00	2.65	\$ 7,409.40
18	Section Corner Markers		Each	8.00	1,000.00	\$ 8,000.00	500.00	\$ 4,000.00	600.00	\$ 4,800.00
						\$ 841,783.55				

<b>Total Bid:</b>	As Read:	\$849,506.00	\$897,498.98
	As Calculated:	\$849,506.00	\$897,498.98

RESOLUTION NO. 2018-130

RESOLUTION FOR CONTRACT AWARD AUTHORITY  
STOP SIGN PLACEMENT AT UNCONTROLLED INTERSECTIONS  
Section #18-00447-00-SP

WHEREAS, Resolution number #2018-87 adopted on April 19, 2018 appropriated funding for the above-mentioned project; and

WHEREAS, the timeliness of the contract award is critical due to the safety sensitive nature of the project.

NOW THEREFORE BE IT RESOLVED, that the Champaign County Board agrees to allow Jeff Blue, P.E., Champaign County Engineer, to accept the low bid for construction on behalf of Champaign County if the low bid is within 10% of the engineer's estimate.

BE IT FURTHER RESOLVED, that the County Engineer will report the results of the bid to the next regularly scheduled Highway Committee meeting after the bid opening.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 24<sup>TH</sup> day of May A.D., 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk and  
Ex-Officio Clerk of the County Board

Prepared by: Jeff Blue  
County Engineer



RESOLUTION NO. 2018-131

PETITION REQUESTING AND RESOLUTION APPROVING  
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND  
PURSUANT TO 605 ILCS 5/5-501

WHEREAS, the County Board finds that based on the representations in the attached Petition, it required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

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

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structures.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements, and shall show the division of cost between the County and the Somer Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Somer Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24th day of May, 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
County Board  
Champaign County, Illinois

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

PETITION

Petitioner, Rick Wolken, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

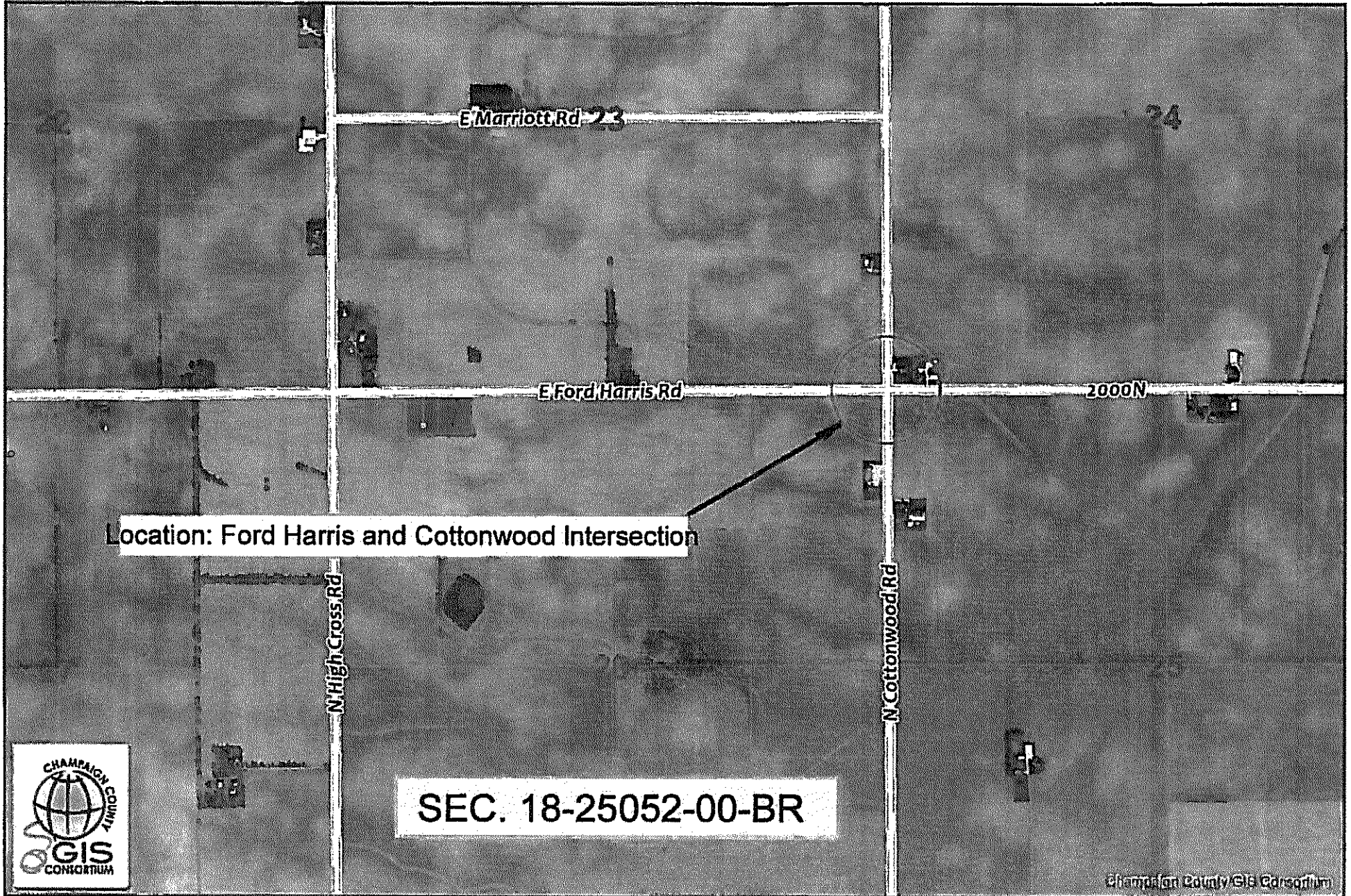
1. Petitioner is the duly elected Highway Commissioner for the Somer Road District, Champaign County, Illinois; and
2. There are two culverts located between Sections 23 & 25 and Sections 25 & 26 which are in poor condition and are inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structures for the traveling public, it is necessary that said structures be replaced; and
4. The cost of replacing the aforesaid structures is estimated to be \$48,000.00, which will be more than .02% of the value of all the taxable property in the Somer Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Somer Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Somer Road District is prepared to pay one half of the cost of the replacement of the said structures.

Respectfully submitted,



Commissioner of Highways of  
Somer Road District,  
Champaign County, Illinois

# FORD HARRIS / COTTONWOOD INTERSECTION



Location: Ford Harris and Cottonwood Intersection

SEC. 18-25052-00-BR



Champaign County GIS Consortium

870

Feet

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. These entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this map is intended to be used as a general index to spatial information and not intended for detailed, site specific analysis or resolution of legal matters. Users assume all risk arising from the use or misuse of this map and information contained herein. The use of this map constitutes acknowledgement of this disclaimer.



RESOLUTION NO. 2018-132

PETITION REQUESTING AND RESOLUTION APPROVING  
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND  
PURSUANT TO 605 ILCS 5/5-501

WHEREAS, the County Board finds that based on the representations in the attached Petition, it required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

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

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structures.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements, and shall show the division of cost between the County and the Raymond Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Raymond Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24th day of May, 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
County Board  
Champaign County, Illinois


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

PETITION

Petitioner, William Lewis, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

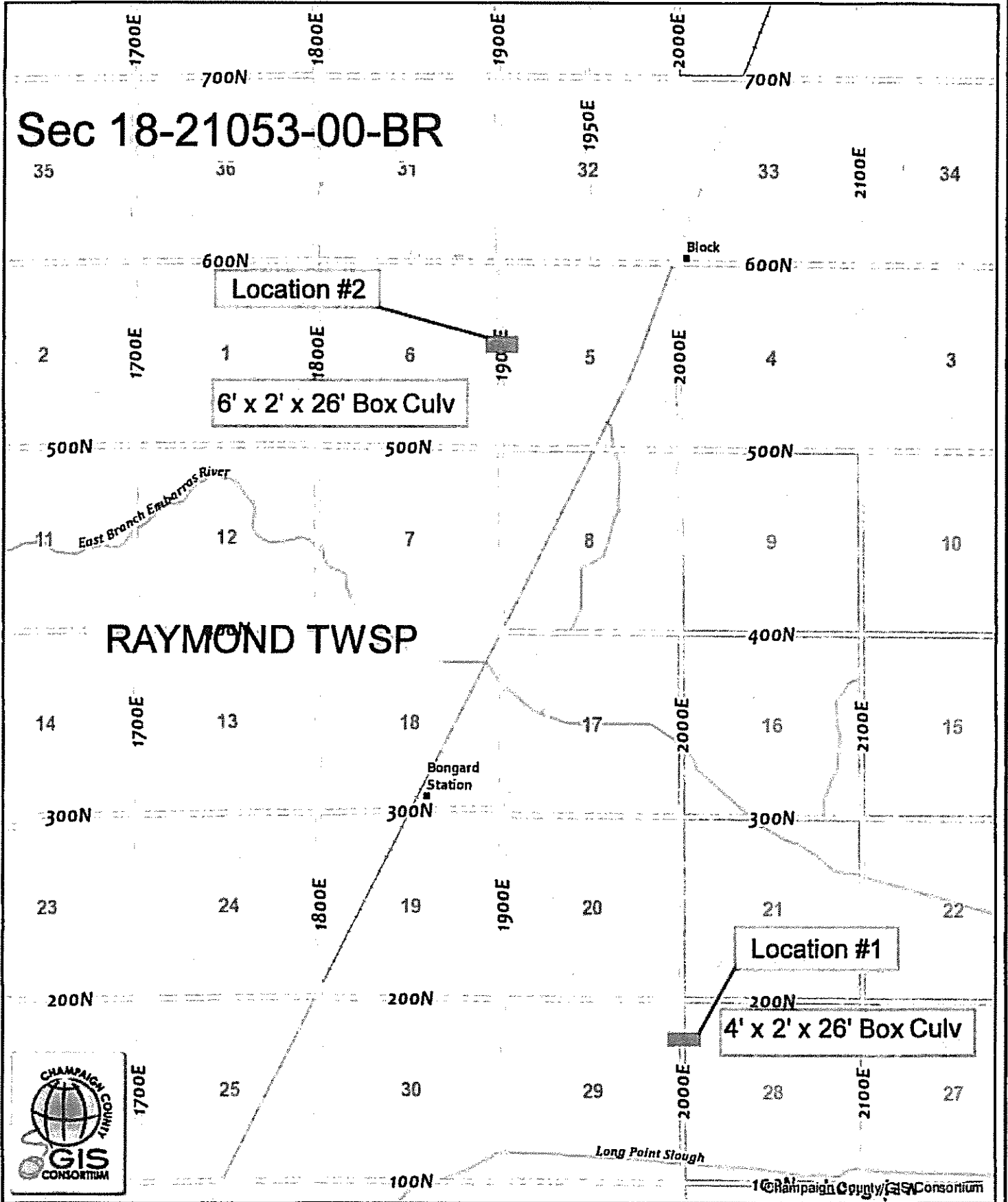
1. Petitioner is the duly elected Highway Commissioner for the Raymond Road District, Champaign County, Illinois; and
2. There are two culverts located between Sections 28 & 29 and Sections 5 & 6 which are in poor condition and are inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structures for the traveling public, it is necessary that said structures be replaced; and
4. The cost of replacing the aforesaid structures is estimated to be \$16,500.00, which will be more than .02% of the value of all the taxable property in the Raymond Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Raymond Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Raymond Road District is prepared to pay one-half of the cost of the replacement of the said structures.

Respectfully submitted,

  
\_\_\_\_\_  
Commissioner of Highways of  
Raymond Road District,  
Champaign County, Illinois

# RAYMOND TWSP SEC 18-21053-00-BR

## Sec 18-21053-00-BR



2,700 Feet

This map application was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), or other CCGIS member agency. The Consortium does not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this application is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. The user assumes all risk arising from the use or misuse of this application and information contained hereon. The use of this application constitutes acknowledgement of this disclaimer.



**RESOLUTION NO. 2018-135**  
**RESOLUTION OF THE CHAMPAIGN COUNTY BOARD**  
**ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT**  
**AUTHORITY ABANDONED PROPERTIES PROGRAM**

**WHEREAS**, the County Board of Champaign County, an Illinois unit of local government met on May 24, 2018 and adopted the following Resolutions all of which are in accordance with the laws of the State of Illinois:

**WHEREAS**, the Illinois Housing Development Authority (the "Authority") has issued to Champaign County a certain Conditional Commitment Letter (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to issue a grant from the Abandoned Residential Property Municipal Relief Program (the "Program") in an amount not to exceed 40,000 and 00/100 Dollars (\$40,000.00) (the "Grant") and Champaign County will use the Grant funds solely and exclusively for eligible activities in connection with the Program and for no other purpose; and

**WHEREAS**, the Champaign County Board deems it to be in the best interest of Champaign County to accept the Grant;

**THEREFORE, BE IT RESOLVED**, the Champaign County Board hereby authorizes the acceptance of the Grant; and

**FURTHER RESOLVED**, that the Champaign County Board is authorized to accept the Commitment and enter into a Program Funding Agreement for the Program (the "Agreement") with the Authority wherein Champaign County agrees to perform Program services in return for the Grant; and

**FURTHER RESOLVED**, that the Champaign County Board hereby accepts the Grant, agrees to deliver and/or execute the Commitment and the Agreement and any and all other instruments, certifications and agreements as may be necessary or desirable for Champaign County to perform all of its obligations and duties under the Program (including any amendments, other agreements or supplements); and

**FURTHER RESOLVED**, that C. Pius Weibel, the Chair of the Champaign County Board, without the necessity or requirement for the signature of another person, is hereby authorized, empowered, and directed to execute on behalf of Champaign County, the Commitment, the Agreement and all other documents and instruments relating to the Grant to be delivered to the Authority in connection with the closing of the Grant and take such further action on behalf of Champaign County as they deem necessary to effectuate the foregoing Resolutions; and

**FURTHER RESOLVED**, that the Champaign County Board hereby ratifies, authorizes, confirms and approves any prior action of Champaign County taken in furtherance of the foregoing

Resolutions and any and all documents and instruments previously executed on behalf of the Champaign County Board in connection with the Grant.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May, A.D., 2018.

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C. Pius Weibel, Chair  
County Board of the County of  
Champaign, Illinois

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk and  
Ex-Officio Clerk of the County Board



RESOLUTION NO. 2018-145

RESOLUTION APPROVING THE APPLICATION FOR, & IF AWARDED, ACCEPTANCE OF DEPARTMENT OF JUSTICE FY2018 COMPETITIVE GRANT FOR JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM

WHEREAS, the Champaign County Sheriff, in cooperation with Rosecrance, the Mental Health Board, Administrative Services, Regional Planning Commission, and Criminal Justice System Officials and on behalf of the Champaign County Board seeks to apply for funding from the U.S. Department of Justice for the FY2018 Competitive Grant for Justice and Mental Health Collaboration Program; and

WHEREAS, The grant award period is from October 1, 2018 through September 30, 2021; and

WHEREAS, There is a 20% match requirement of Champaign County for this grant, if awarded; and

WHEREAS, the grant award, based upon the application, is anticipated to be up to \$750,000 for the term of the grant;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the County Board of Champaign County approves the application for the Department of Justice FY2018 Competitive Grant for Justice and Mental Health Collaboration Program in the amount up to \$750,000 for a three year term with a 20% match requirement, and, if awarded, approves acceptance of said grant.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May, A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-146

RESOLUTION APPOINTING ELIZABETH B. PATTON TO THE  
CHAMPAIGN COUNTY BOARD OF REVIEW

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Elizabeth B. Patton to the Champaign County Board of Review; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Elizabeth B. Patton to the Champaign County Board of Review for a term commencing June 1, 2018 and ending May 31, 2020; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Elizabeth B. Patton 1009 Forestview Dr., Mahomet, IL 61853.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-147

RESOLUTION APPOINTING ROBERT ZEBE TO THE  
CHAMPAIGN COUNTY BOARD OF REVIEW

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Robert Zebe to the Champaign County Board of Review; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 35 ILCS 200/6-5;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Robert Zebe to the Champaign County Board of Review for a term commencing June 1, 2018 and ending May 31, 2020; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Robert Zebe 910 Hartwell Dr. Apt. 3, Savoy, IL 61874.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-148

RESOLUTION APPOINTING ROBERT KETTNER TO THE  
PENFIELD WATER DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Robert Kettner to the Penfield Water District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3705/4; and

WHEREAS, Such appointment mandates that Robert Kettner as trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Robert Kettner to the Penfield Water District for a term beginning June 1, 2018 and ending May 31, 2023; and

BE IT FURTHER RESOLVED that Robert Kettner shall enter a bond in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Robert Kettner 327 East St., Penfield IL 61862.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-149

RESOLUTION APPOINTING RANDALL ZINDARS TO THE  
PENFIELD WATER DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Randall Zindars to the Penfield Water District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3705/4; and

WHEREAS, Such appointment mandates that Randall Zindars as trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Randall Zindars to the Penfield Water District for a term beginning June 1, 2018 and ending May 31, 2023; and

BE IT FURTHER RESOLVED that Randall Zindars shall enter a bond in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Randall Zindars 308 E. Busey, Penfield IL 61862.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-150

RESOLUTION APPOINTING ROBERT BUCHANAN TO THE  
SANGAMON VALLEY PUBLIC WATER DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Robert Buchanan to the Sangamon Valley Public Water District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3705/4; and

WHEREAS, Such appointment mandates that Robert Buchanan as trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Robert Buchanan to the Sangamon Valley Public Water District for a term beginning June 1, 2018 and ending May 31, 2023; and

BE IT FURTHER RESOLVED that Robert Buchanan shall enter a bond in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Robert Buchanan 1711C Timberwolf Lane, Mahomet, IL 61853.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-151

RESOLUTION APPOINTING MICHAEL MELTON TO THE  
SANGAMON VALLEY PUBLIC WATER DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Michael Melton to the Sangamon Valley Public Water District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3705/4; and

WHEREAS, Such appointment mandates that Michael Melton as trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Michael Melton to the Sangamon Valley Public Water District for a term beginning June 1, 2018 and ending May 31, 2023; and

BE IT FURTHER RESOLVED that Michael Melton shall enter a bond in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Michael Melton 1208 N. Mary Dr., Mahomet, IL 61853.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

\_\_\_\_\_  
Gordy Hulten, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 2018-152

RESOLUTION APPOINTING KAREN HUGHEY TO THE  
DEWEY COMMUNITY PUBLIC WATER DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Karen Hughey to the Dewey Community Public Water District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3705/4; and

WHEREAS, Such appointment mandates that Karen Hughey as trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Karen Hughey to the Dewey Community Public Water District for a term beginning June 1, 2018 and ending May 31, 2023; and

BE IT FURTHER RESOLVED that Karen Hughey shall enter a bond in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Karen Hughey 102 E. Second, Dewey, IL 61840.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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



RESOLUTION NO. 2018-153

RESOLUTION APPOINTING WILLIAM ROLLER JR. TO THE  
DEWEY COMMUNITY PUBLIC WATER DISTRICT

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of William Roller Jr. to the Dewey Community Public Water District; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 3705/4; and

WHEREAS, Such appointment mandates that William Roller Jr. as trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of William Roller Jr. to the Dewey Community Public Water District for a term beginning June 1, 2018 and ending May 31, 2023; and

BE IT FURTHER RESOLVED that William Roller Jr. shall enter a bond in an amount hereby fixed as \$1,000, pursuant to 70 ILCS 3705/4; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: William Roller Jr. P.O. Box 42, #14 Second St., Dewey, IL 61840.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-154

RESOLUTION APPOINTING STAN HARPER AS THE  
CHAIR of the FACILITIES COMMITTEE to REPLACE JOSH HARTKE

WHEREAS, Josh Hartke has resigned from the County Board, effective April 30, 2018; and

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Stan Harper to be the Chair of the Facilities Committee to replace Josh Hartke; and

WHEREAS, Such appointment requires the advice and consent of the County Board

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Stan Harper to be the Chair of the Facilities Committee.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-155

RESOLUTION APPOINTING SHANA CREWS AS THE  
VICE CHAIR of the FACILITIES COMMITTEE

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Shana Crews to be the Vice Chair of the Facilities Committee; and

WHEREAS, Such appointment requires the advice and consent of the County Board

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Shana Crews to be the Vice Chair of the Facilities Committee.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-156

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00013

Fund: 076 Tort Immunity Tax  
Dept. 075 General County

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

None

\$0  
Total \$0

Decreased Revenue:

311.16 Current Property Tax Liability Insurance

-\$48,450  
Total -\$48,450

REASON: Remove Budgeted Property Tax Revenue Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-157

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00014

Fund: 080 General Corporate  
Dept. 075 General County

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

None

Total \$0

Decreased Revenue:

311.10 Current Property Tax-General Corporate

Total -\$474,119

REASON: Remove Budgeted Property Tax Revenue Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

\_\_\_\_\_  
Gordy Hulten, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

RESOLUTION NO. 2018-158

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00015

Fund: 089 County Public Health  
Dept. 049 Board of Health

ACCOUNT DESCRIPTION

AMOUNT

Decreased Appropriations:  
533.07 Professional Services

Total      -\$33,641  
                 -\$33,641

Decreased Revenue:

311.30 Current Property Tax-Public Health/County

Total      -\$33,641  
                 -\$33,641

REASON: Remove Budgeted Property Tax Revenue & Related Budgeted Expenditure, Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-159

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00016

Fund: 083 County Highway  
Dept. 060 Highway

ACCOUNT DESCRIPTION

AMOUNT

Decreased Appropriations:  
544.11 Road Improvements

-\$74,465  
Total -\$74,465

Decreased Revenue:  
311.22 Current Property Tax-County Highway

-\$74,465  
Total -\$74,465

REASON: Remove Budgeted Property Tax Revenue & Related Budgeted Expenditure, Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-160

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00017

Fund: 084 County Bridge  
Dept. 060 Highway

ACCOUNT DESCRIPTION

AMOUNT

Appropriations:

None

Total \$0

Decreased Revenue:

311.23 Current Property Tax-County Bridge

Total -\$37,352

REASON: Remove Budgeted Property Tax Revenue & Related Budgeted Expenditure, Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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



RESOLUTION NO. 2018-161

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00022

Fund: 090 Mental Health  
Dept. 053 Mental Health Board

ACCOUNT DESCRIPTION

AMOUNT

Decreased Appropriations:

533.92 Contributions & Grants

-\$138,315

Total -\$138,315

Decreased Revenue:

311.24 Current Property Tax-Mental Health

-\$138,315

Total -\$138,315

REASON: Remove Budgeted Property Tax Revenue & Related Budgeted Expenditure, Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-162

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00023

Fund: 108 Developmental Disability  
Dept. 050 Developmental Disability Board

ACCOUNT DESCRIPTION

AMOUNT

Decreased Appropriations:

533.92 Contributions & Grants

-\$115,402

Total -\$115,402

Decreased Revenue:

311.19 Current Property Tax-Disability Board

-\$115,402

Total -\$115,402

REASON: Remove Budgeted Property Tax Revenue & Related Budgeted Expenditure, Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-163

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00024

Fund: 081 Nursing Home  
Dept. 410 Administrative

ACCOUNT DESCRIPTION

AMOUNT

Decreased Appropriations:  
567.01 Depreciation Expense

-\$37,829  
Total -\$37,829

Decreased Revenue:  
311.32 Current Property Tax-Nursing Home Operations

-\$37,829  
Total -\$37,829

REASON: Remove Budgeted Property Tax Revenue & Related Budgeted Expenditure, Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-164

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00021

Fund: 614 Recorder's Automation  
Dept. 023 Recorder

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

511.05 Temporary Salaries & Wages

\$6,000

513.01 Social Security-Employer

600

513.04 Worker's Compensation Insurance

100

Total \$6,700

Increased Revenue:

None: from Fund Balance

\$0

Total \$0

REASON: to Pay for Temporary Workers for a Special Digitization Project.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-165

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00025

Fund: 080 General Corporate  
Dept. 028 Information Technology

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:  
522.44 Equipment Less Than \$5,000

Total \$19,893  
\$19,893

Increased Revenue:  
None: from Fund Balance

Total \$0  
\$0

REASON: Funds Needed to Cover Unexpected Purchase of SOPHOS Antivirus Software to Clean-up the Virus Outbreak at the Courthouse, Sheriff's Office and Adult Detention Center.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-166

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00026

Fund: 080 General Corporate  
Dept. 040 Sheriff

ACCOUNT DESCRIPTION

AMOUNT

Increased Appropriations:

544.30 Automobiles, Vehicles

\$11,025

Total \$11,025

Increased Revenue:

369.90 Other Misc. Revenue

\$11,025

Total \$11,025

REASON: Funds Received this FY for Totaled Squad Car (#19) to be Placed Back into automobile/Vehicle Line Item to Allow for Replacement

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-167

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00027

Fund: 630 Circuit Clerk Operation & Administration  
Dept. 030 Circuit Clerk

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-time Employees	\$99,128
513.01 Social Security-Employer	\$7,583
513.02 IMRF – Employer Cost	\$8,168
513.04 Worker's Compensation Insurance	<u>\$545</u>
Total	\$115,424
Increased Revenue:	
None: from Fund Balance	<u>\$0</u>
Total	\$0

REASON: Transfer of Salary Lines from 613 Court Automation to 630 Clerk Operations to Cover 2018 Salary of Court Technology Specialist

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-168

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00028

Fund: 633 State's Attorney Records Automation  
Dept. 041 State's Attorney

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
533.29 Computer/Information Technology Services	<u>\$5,000</u>
	Total \$5,000
Increased Revenue:	
None: from Fund Balance	<u>\$0</u>
	Total \$0

REASON: to Pay for Data Importation and Document Management Subscriptions. Subscription is for the Carle Property Tax Case. Increase will come from Fund Balance

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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



RESOLUTION NO. 2018-169

TRANSFER OF FUNDS

May 2018

FY 2018

WHEREAS, Sufficient amounts have been appropriated to support such transfers;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following transfers within to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following transfers in the FY2018 budget.

Budget Transfer #18-00004

Fund 080 General Corporate  
Dept. 075 General County

<u>TRANSFER TO ACCOUNT</u>	<u>AMOUNT</u>	<u>TRANSFER FROM ACCOUNT</u>
571.81 to Nursing Home Fund 081	\$101,000	513.06 Employee Health/Life Insurance

REASON: to Pay for the Nursing Home MSN Settlement Obligation

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-170

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 NUMBER 14-03-36-305-013

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 the authority of 35 ILCS 200/21-90; and

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

Ludlow Township

Permanent Parcel Number: 14-03-36-305-013

As described in certificate(s): 85 sold on October 1998; and

WHEREAS, It appears to the Finance Committee of the Whole that it would be in the best interest of the County to dispose of its interest in said property; and

WHEREAS, the Village of Rantoul has bid \$648.00 for the County's interest, such bid having been presented to the Finance Committee of the Whole at the same time it having been determined by the Finance Committee of the Whole and Agent for the County, that the County shall receive from such bid \$250.00 as a return for its Certificate of Purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate and to reimburse the revolving account for the charges advanced therefrom, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$48.00 for recording; and the remainder shall be the sums due the Tax Agent for his services. The total paid by the purchaser is \$648.00;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County, Illinois, authorizes the County Board Chair to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate of Purchase on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of Champaign County Illinois, which shall 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.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk  
and ex-officio Clerk of the County Board

**RESOLUTION NO. 2018-171**

**AUTHORIZING INTERFUND LOANS FROM FUND RESERVES TO OTHER FUNDS**

WHEREAS, The Champaign County Board has created, maintained and administered fund reserves within individual funds for operations, capital and debt service purposes; and

WHEREAS, the County Board may make interfund loans available to any Fund from other Fund(s) as available and unrestricted to cover temporary fund balance shortfalls of accounting periods should the need arise. It has been determined that at the end of the Fiscal Year, certain funds of Champaign County will on occasion require the transfer of monies into said fund(s) in order cover these temporary fund balance shortfalls.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County, that the County Auditor is hereby authorized and directed to make the following interfund loans in the amount needed to cover these temporary fund balance shortfalls.

TO: Fund 076 Tort Immunity Fund	\$ 595,574.00
FROM: Fund 476 Self-Funded Insurance Fund	\$ 595,574.00
TO: Fund 110 Workforce Development Fund	\$ 176,341.00
FROM: Fund 075 Regional Planning Commission Fund	\$ 176,341.00
TO: Fund 675 Victim Advocacy Grant – ICJIA	\$ 40,478.00
FROM: Fund 621 State’s Attorney Drug Forfeitures	\$ 40,478.00

Further, the County Auditor is directed to make the necessary entries to effect this change. Said loans are to be repaid at the earliest possible time sufficient funds are available to effect partial to full reimbursement. In no case shall any reimbursement take longer than the current fiscal year.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 24<sup>th</sup> Day of May, 2018.

\_\_\_\_\_  
C. Pius Wiebel, County Board Chair

ATTEST:

\_\_\_\_\_  
Gordy Hulten, County Clerk

RESOLUTION NO. 2018-172

AUTHORIZATION FOR LOAN AUTHORITY TO THE NURSING HOME FUND FROM  
THE GENERAL CORPORATE FUND

WHEREAS, The Nursing Home Fund may periodically need a loan to manage the issue of a cash shortfall to cover payroll; and

WHEREAS, The General Corporate Fund has adequate reserves to cover a cash shortfall for the Nursing Home's payroll on a short term basis; and

WHEREAS, The FY2018 tax levy for the General Corporate Fund is \$11,549,743 and there are no outstanding General Corporate Fund tax anticipation warrants or notes;

WHEREAS, the Finance Committee recommends to the County Board approval of authority for loan to the Nursing Home Fund from the General Corporate fund pursuant to the following terms and conditions:

1. Accounts Payable for the Nursing Home will be processed only after the determination that there will be adequate funds to cover the next payroll, with additional funds available to be applied to the Accounts Payable requisitions submitted by the Nursing Home as prioritized and agreed upon by SAK, the County Auditor and the County Administrator; and
2. If there are not adequate funds to cover payroll in a payroll week, the County Treasurer is authorized to cover the shortfall with a loan from the General Corporate Fund to the Nursing Home Fund; and
3. When a loan has been made as indicated in #2, the County Treasurer is further instructed to repay the General Corporate Fund from the Nursing Home Fund with the next revenues deposited into the Nursing Home Fund until the General Corporate Fund is fully repaid; and
4. The County Treasurer is directed to provide notice to all members of the County Board via e-mail communication whenever an action is taken pursuant to the terms of this Resolution; and
5. The terms of this authorization for loan authority to the Nursing Home Fund from the General Corporate Fund shall expire on November 30, 2018;

NOW, THEREFORE, BE IT RESOLVED that pursuant to 55 ILCS 5/5-1016, the Champaign County Board approves authority for a loan to the Nursing Home Fund from the General Corporate Fund pursuant to the following terms and conditions:

1. Accounts Payable for the Nursing Home will be processed only after the determination that there will be adequate funds to cover the next payroll, with additional funds available to be applied to the Accounts Payable requisitions submitted by the Nursing Home as prioritized and agreed upon by SAK, the County Auditor and the County Administrator; and

2. If there are not adequate funds to cover payroll in a payroll week, the County Treasurer is authorized to cover the shortfall with a loan from the General Corporate Fund to the Nursing Home Fund; and
3. When a loan has been made as indicated in #2, the County Treasurer is further instructed to repay the General Corporate Fund from the Nursing Home Fund with the next revenues deposited into the Nursing Home Fund until the General Corporate Fund is fully repaid; and
4. The County Treasurer is directed to provide notice to all members of the County Board via e-mail communication whenever an action is taken pursuant to the terms of this Resolution; and
5. The terms of this authorization for loan authority to the Nursing Home Fund from the General Corporate Fund shall expire on November 30, 2018;

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May, A.D. 2018.

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C. Pius Weibel, Chair  
Champaign County Board

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

**RESOLUTION NO. 2018-173**

**RESOLUTION ADOPTING THE CHAMPAIGN COUNTY FINANCIAL POLICIES**

**WHEREAS**, the Champaign County Board has adopted its Financial Policies with Resolution No. 9963 on May 18, 2017; and

**WHEREAS**, the Champaign County Board has identified the need to review its Financial Policies as documented in the Attachment to this Resolution; and

**WHEREAS**, the Champaign County Board has determined that revisions to its Financial Policies are unnecessary;

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Champaign County that the Financial Policies as documented in the Attachment to this Resolution are hereby approved; and

**BE IT FURTHER RESOLVED** by the County Board of Champaign County that Resolution No. 9963 is hereby rescinded.

**PRESENTED, ADOPTED, APPROVED and RECORDED** this 24<sup>th</sup> day of May, A.D. 2018.

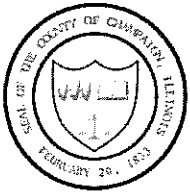
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C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

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



## Champaign County Financial Policies

### Introduction

Champaign County has several relevant financial policies in order to preserve and enhance its fiscal health, identify acceptable and unacceptable courses of action, and provide a standard to evaluate the government's fiscal performance. Besides the county's Financial Policies and Annual Budget Process Resolution, other policies that are central to a strategic, long-term approach to financial management are posted on the county website <http://www.co.champaign.il.us/HeaderMenu/generalinfo.php>.

- Purchasing Policy (including Capital Asset Management and Replacement)
- Grant Application/Approval Policy
- Personnel Policy (including Salary Administration Guidelines)
- Treasurer's Investment Policy <http://www.co.champaign.il.us/treasurer/PDFS/InvestmentPolicy.pdf>

### Budgeting Policies

1. The County's fiscal year is January 1 – December 31.
2. All County funds are appropriated in the "Official Budget," which is approved by the County Board. Appropriations are considered the maximum authorization to incur obligations and not a mandate to spend.
3. The County is committed to producing a balanced budget in a timely manner. The County will pay for current expenditures with current revenues, avoiding procedures that balance budgets by postponing needed expenditures, realizing future revenues early, or rolling over short-term debt. A budget is balanced when total appropriations do not exceed total revenues and appropriated fund balance within an individual fund.
4. The budgets for all governmental funds and proprietary funds are presented on a modified accrual basis.
5. The final Budget document must include:
  - a. A statement of financial information including prior year revenue and expenditure totals, and current and ensuing year revenue and expenditure projections; and
  - b. A statement of all moneys in the county treasury unexpended at the termination of the last fiscal year; and
  - c. A statement of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year; and\*
  - d. Additional information required by state law.
6. The budget may be amended through a Budget Amendment or Budget Transfer which require a 2/3<sup>rd</sup> majority vote (15) of the County Board. Department heads may authorize transfers between non-personnel budget lines in their department budget as long as they do not exceed the total combined appropriation for non-personnel categories; and transfers between personnel lines as long as they do not exceed the total combined appropriation for personnel categories.
7. A General Corporate Fund contingency appropriation will be designated for emergency purchases during the fiscal year. The contingency appropriation goal is 1% of the total anticipated expenditure for the General Corporate Fund. No more than 5% of the total General Corporate Fund Appropriation may be appropriated to contingencies. Money appropriated for contingencies may be used for contingent, incidental, miscellaneous, or general county purposes, but no part of the amounts so appropriated shall be used for

purposes for which other appropriations are made in the budget unless a transfer of funds is authorized by a 2/3<sup>rd</sup> majority vote (15) of the County Board.

8. On an annual basis, the County will prepare a Financial Forecast to include expenditure projections for the current year and the next four (4) fiscal years.

## Revenue Policies

1. The County will strive to maintain diversified and stable revenue sources to shelter it from unforeseeable short-run fluctuations in any one revenue source.
2. The County will estimate its annual revenues by an objective, analytical process. On an annual basis, and in conjunction with expenditure projections, the County will prepare revenue projections for the current year and the next four (4) fiscal years. Each existing and potential revenue source will be re-examined annually.
3. The property tax rates for each levy shall be calculated in accordance with the Property Tax Extension Limitation Law (PTELL).
4. The County charges user fees for items and services, which benefit a specific user more than the general public. State law or an indirect cost study determine the parameters for user fees. The County shall review all fees assessed in its annual budget preparation process to determine the appropriate level of fees for services and recommend any proposed changes to the fees collected to be implemented in the ensuing budget year.
5. To the extent feasible, one-time revenues will be applied toward one-time expenditures and will not be used to finance ongoing programs. Ongoing revenues should be equal to or exceed ongoing expenditures.
6. 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's General and recurring operating fund or another identified fund. 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 County Ordinance Number 635, and Ordinance amendments 903 and 920.

## Fund Policies

1. The County's financial structure begins with funds. A fund is a self-balancing accounting entity with revenues and expenditures which are segregated for the purpose of carrying out specific programs in accordance with County policies and certain applicable State and Federal laws. Each fund has at least one Department Budget, which is a group of expenditures that provide for the accomplishment of a specific program or purpose.
2. A major fund is a budgeted fund where revenues or expenditures represent more than 10% of the total appropriated revenues or expenditures.
3. All county funds are included in the Annual Budget Document except the fiduciary funds described below.
  - a. Private Purpose Trust Funds in which the County Engineer acts in a trustee capacity on behalf of townships to use state funding to maintain township roads and township bridges, which resources are not available to support the County's own programs.
  - b. Agency Funds held in a custodial capacity for external individuals, organizations and governments for the purpose of reporting resources, such as property taxes and circuit court fees and fines.



4. Governmental funds account for traditional governmental operations that are financed through taxes and other fixed or restricted revenue sources.
  - a. The General Corporate Fund is available for any authorized purpose, and is used to account for all financial resources except those required to be accounted for in another fund. A summary is prepared which lists the amount of General Corporate Fund appropriation for all affected departments. The General Corporate Fund is a Major Fund.
  - b. Special Revenue Funds are used to account for the proceeds of specific sources that are legally restricted to expenditures for a specific purpose.
    - i. Included in the Special Revenue Funds are Debt Service Funds utilized to account for the payment of interest, principal and related costs on the County's general long-term debt. (In addition to Debt Service Funds, the County also has debt service budgets included in other funds as appropriation based on the purpose of the fund.)
    - ii. Also included in Special Revenue Funds are Capital Project Funds used to account for all expenditures and revenues associated with the acquisition, construction or maintenance of major facilities that are not financed through proprietary funds or funds being held for other governments.
  - c. Proprietary Funds account for certain "business-type" activities of governments that are operated so that costs incurred can be recovered by charging fees to the specific users of these services.
    - i. An enterprise fund is used to account for operations that are financed primarily by User charges. The Nursing Home Fund is the county's only enterprise fund.
    - ii. An Internal Service Fund is established to account for the financing of goods and services provided to the County and other agencies on a cost reimbursement basis. The activities of the Self-Funded Insurance Fund and Employee Health Insurance Fund are budgeted and appropriated through the use of Internal Service Funds.
5. A Fund Statement is presented for each fund, which summarizes past and projected financial activity for the fund as follows:
  - a. Revenues presented in line item detail within revenue categories; and
  - b. Expenditures presented in line item detail within major categories – e.g., personnel, commodities, services; and
  - c. Fund Balance including the actual or estimated funds remaining at the end of the fiscal year.

## Financial Reserves and Surplus

1. The fund balance for each fund shall be reviewed annually, and recommendations for financial reserves and a plan for the use of surplus funds shall be documented.
2. For cash flow purposes due to the timing of property tax revenues and fluctuations in the receipt of state shared revenues, and in order to allow flexibility to respond to unexpected circumstances, the minimum fund balance requirement for the General Corporate Fund is 45-days or 12.5% of operating expenditures. A plan will be developed to increase the fund balance in instances where an ending audited fund balance is below the 45-day minimum requirement. The fund balance target for the General Corporate Fund is two months or 16.7% of operating expenditures.
3. It is the intent of the County to use all surpluses generated to accomplish three goals: meet reserve policies, avoid future debt and reduce outstanding debt.

## Capital Asset Management and Replacement

1. The Capital Asset Replacement Plan includes a multi-year plan for vehicles, computers, technology, furnishings and office equipment. It will be updated for the General Corporate Fund departments during the annual budget process. Expenditures will be appropriately amortized and reserves for replacement will be estimated. If the county is unable to appropriate full funding for future reserves, this will be documented in Capital Asset Replacement budget. A five-year forecast for capital asset management and replacement will be developed and updated annually.
2. The Capital Asset Replacement Plan also includes a multi-year plan for the facilities owned and maintained by the County. The County will strive to maintain all assets at a level adequate to protect the County's capital interest and to minimize future maintenance and replacement costs.
3. The County will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted and included in the Capital Asset Replacement Fund plan.
4. The Deputy County Administrator of Finance will review all expenditures from the Capital Asset Replacement Fund and the County Administrator is authorized to approve all expenditures from the Capital Asset Replacement Fund in compliance with the multi-year plan and policies established by the County Board. No more than 3% of the equalized assessed value of property subject to taxation by the county may be accumulated in a separate fund for the purpose of making specified capital improvements.
5. The Auditor maintains a fixed asset inventory of furniture, equipment, buildings, and improvements with a value of greater than \$5,000 and a useful life of one year or more.

## Debt Management

1. When applicable, the County shall review its outstanding debt for the purpose of determining if the financial marketplace will afford the County the opportunity to refund an issue and lessen its debt service costs. In order to consider the possible refunding of an issue a Present Value savings of three percent over the life of the respective issue, at a minimum, must be attainable.
2. The County will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.
3. When the county finances capital projects by issuing bonds, it will pay back the bonds within a period not to exceed the estimated useful life of the project.
4. The County will strive to have the final maturity of general obligation bonds at, or below, thirty years.
5. Whenever possible, the County will use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds, so those benefiting from the improvements will bear all or part of the cost of the project financed.
6. The County will not use long-term debt for current operations.
7. The County will maintain good communications with bond rating agencies regarding its financial condition. The County will follow a policy of full disclosure on every financial report and borrowing prospectus.

## Accounting, Auditing and Investment

1. The County follows Generally Accepted Accounting Principles (GAAP).
2. State statutes require an annual audit by independent certified public accountants. A comprehensive annual financial report shall be prepared to the standards set by the government finance Officers Association (GFOA).
3. The County uses an accounts receivable system to accrue revenues when they are available and measurable for governmental fund types. Departments should bill appropriate parties for amounts owed to Champaign County, review aging reports, complete follow-up information about the account, and monitor all accounts receivables.
4. The County Treasurer is responsible for investment of all Champaign County funds. With County Board approval, the Treasurer may make a short term loan of idle monies from one fund to another, subject to the following criteria:
  - a. Such loan does not conflict with any restrictions on use of the source fund; and
  - b. Such loan is to be repaid to the source fund within the current fiscal year.

## Purchasing and Encumbrances

1. An encumbrance system is maintained to account for commitments resulting from purchase orders and contracts. Every effort will be made to ensure that these commitments will not extend from one fiscal year to the next. Any emergency encumbrances, which do extend into the next fiscal year, shall be subject to appropriation in the next year's budget. Encumbrances at year - end do not constitute expenditures or liabilities in the financial statements for budgeting purposes.
2. All items with an expected value of \$30,000 or more must be competitively bid with exceptions for professional services (other than engineering, architectural or land surveying services). Additional competitive bid requirements may apply by statute or as a condition of using funds from an outside source.
3. All purchases over the respective limit of \$30,000, which require the use of either formal bids or requests for proposals, must be approved by the full Champaign County Board.
4. The Champaign County Purchasing Policy Ordinances Number 897 and 902, establish the procedures to be followed in all purchasing activities.

## Risk Management

1. In order to forecast expenditures for its self-funded insurance program for workers compensation and liability, the county hires an actuarial consulting firm to review loss history and recommend funding taking into consideration claims, fixed costs, fund reserves, and national trends.
2. The County strives to maintain the actuary recommended fund balance.

## Salary Administration

1. The County Personnel Policy, adopted by Ordinance Number 960, includes Salary Administration Guidelines.
2. The County Administrator is responsible for computing salaries and fringe benefits costs for all departments.
3. Increases for non-bargaining employees will be established by the Finance Committee at the beginning of the budget cycle and forwarded to the County Board for inclusion in the annual budget.

RESUME OF MINUTES OF A REGULAR MEETING OF THE  
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS  
April 19, 2018

The County Board of Champaign County, Illinois met at a Regular Meeting, Thursday, April 19, 2018, at 6:31 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois with C. Pius Weibel presiding and Sasha Green as Clerk of the Meeting.

**ROLL CALL**

Roll call showed the following members present: Cowart, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Mitchell, Patterson, Petrie, Rector, Rosales, Stohr, Summers, Anderson, Clemmons, Clifford and Weibel – 19; absent: Crews, Fortado and Tinsley – 3. Thereupon, the Chair declared a quorum present and the Board competent to conduct business.

**PRAYER & PLEDGE OF ALLEGIANCE**

Board Chair Weibel read a prayer. The Pledge of Allegiance to the Flag was recited.

**READ NOTICE OF MEETING**

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* on March 29, April 5 and 12, 2018.

**APPROVAL OF AGENDA/ADDENDA**

Board Member Mitchell offered the motion to approve the Agenda/Addenda; seconded by Board Member King. Approved by voice vote.

**DATE/TIME OF NEXT MEETINGS**

**Standing Committees**

The next County Facilities Committee Meeting will be held on Tuesday, May 8, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center; the next Environment and Land Use Committee Meeting will be held on Thursday, May 10, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center; the next Highway and Transportation Committee Meeting will be held on Friday, May 11, 2018 at 9:00 A.M. in the Fleet Maintenance Facility.

**Committee of the Whole**

The next Committee of the Whole for Finance; Justice & Social Services; Policy, Personnel, & Appointments will be held Tuesday, May 15, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

County Board

The next Regular meeting of the Champaign County Board will be held on Thursday, May 24, 2018 at 6:30 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center.

Board Chair Weibel announced a Special Meeting will be held May 6 or 9, 2018 for discussion purposes only on the Nursing Home.

**PUBLIC PARTICIPATION**

Joseph Kim spoke regarding the poor conditions of his neighbor's home in Carroll's Subdivision.

**CONSIDERATION OF CONSENT AGENDA ITEMS BY OMNIBUS VOTE**

Highway & Transportation

Adoption of **Resolution No. 2018-66** Authorizing Amendment to Intergovernmental Agreement between the County of Champaign and Champaign-Urbana Mass Transit District.

Adoption of **Resolution No. 2018-83** Approving the Revised Bylaws of the Champaign County Rural Transit Advisory Group.

Adoption of **Resolution No. 2018-84** Approving the Updated Title VI for Champaign County Rural Public Transportation.

Adoption of **Resolution No. 2018-85** Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 2018-86** Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501.

Adoption of **Resolution No. 2018-88** Appropriating \$900,000 from the County Highway Fund for the Improvement of County Highway 25 Section 18-00448-00-RS.

Adoption of **Resolution No. 2018-89** for Contract Authority Section 17-00041-00-BR & Section 17- 00042-00-BR.

Adoption of **Resolution No. 2018-90** Awarding of Contract for the Furnish of Bituminous Material from the Plant for 2018 Maintenance of Various Road Districts in Champaign County.

Adoption of **Resolution No. 2018-91** Awarding of Contract for the Furnish and Spread on the Road of Bituminous Material for Various Roads in Champaign County.

Adoption of **Resolution No. 2018-92** Awarding of Contract for 2018 Pavement Striping of Various County Highways Section 18-00000-00-GM.

Adoption of **Resolution No. 2018-93** Authorizing Execution and Amendment of Section 5311 Grant Agreement.

Adoption of **Ordinance No. 2018-1** Public Transportation Applicant Ordinance.

Adoption of **Resolution No. 2018-94** Acceptance of the Special Warranty.

Finance

Adoption of **Resolution No. 2018-99** Authorizing Budget Amendment 18-00010  
Fund 080 General Corporate / Dept. 077 Zoning & Enforcement

Increased Appropriations: \$8,100

Increased Revenue: None: from Fund Balance

Reason: Re-encumber Funds Approved in 2017 for Demolition of 504 S. Dodson Dr., Urbana in May 2018.

Adoption of **Resolution No. 2018-100** Authorizing Budget Amendment 18-00012  
Fund 083 County Highway / Dept. 060 Highway

Increased Appropriations: \$900,000

Increased Revenue: None: from Fund Balance

Reason: for Road Improvement on CH 25 Staley Rd for Approximately 2.8 Miles. In 2017 the Highway Department Received Funds from Ameren Illinois for Damages to County Highways Including CH 25. The Highway Department is Requesting to Use the Funds Received for CH 25 Section 18-00448-00-RS.

Adoption of **Resolution No. 2018-101** Authorizing the County Board Chair to Assign Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel 30-056-0105.

Adoption of **Resolution No. 2018-102** Authorizing Disbursement of Funds on Defaulted Contract for Mobile Home Tax Sale, Permanent Parcel 15-025-0736.

Adoption of **Resolution No. 2018-103** Authorizing Disbursement of Funds on Defaulted Contract for Real Estate Tax Sale, Permanent Parcel 21-34-333-430-013.

Adoption of **Resolution No. 2018-104** Authorizing the County Board Chair to Assign Mobile Home Tax Sale Certificate of Purchase, Permanent Parcel 30-059-0004.

**Policy, Personnel, & Appointments**

Adoption of **Resolution No. 2018-105** Appointing David Bosch to the Broadlands-Longview FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-106** Appointing Steve Lemke to the Eastern Prairie FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-107** Appointing Linda Barcus to the Edge-Scott FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-108** Appointing John Flavin to the Ivesdale FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-109** Appointing Patrick Quinlan to the Ludlow FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-110** Appointing Tyler Wright to the Ogden-Royal FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-111** Appointing Chris Hausman to the Pesotum FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-112** Appointing Michael E. McHenry to the Philo FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-113** Appointing Richard D. Jobe to the Sadorus FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-114** Appointing Douglas J. Enos to the Sangamon Valley FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-115** Appointing Paul D. Berbaum to the Scott FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-116** Appointing Richard W. Denhart to the St. Joseph-Stanton FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-117** Appointing Michael S. Tittle to the Thomasboro FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-118** Appointing Dennis Davis to the Tolono FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-119** Appointing David H. Dupre to the Windsor Park FPD, Term 5/1/2018-4/30/21.

Adoption of **Resolution No. 2018-120** Appointing Gerald Reifsteck to the Fountain Head Drainage District, Unexpired Term Ending 8/31/2018.

Adoption of **Resolution No. 2018-121** Appointing Elizabeth Cropper Penfield Water District, Unexpired Term Ending 5/31/2019.

Adoption of **Resolution No. 2018-122** Approving the Proclamation Designating the Week of May 6th as National Correctional Officer Week.

Adoption of **Resolution No. 2018-123** Approving the Proclamation Designating the Week of May 13th as National Police Week.

Board Member Rosales offered the motion to approve the Consent Agenda; seconded by Board Member King. Board Chair Weibel asked the Clerk to call the roll.

Consent Agenda approved by roll call vote.

Yeas: Cowart, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Mitchell, Patterson, Petrie, Rector, Rosales, Stohr, Summers, Anderson, Clemmons, Clifford and Weibel – 19;

Nays: None.

### **COMMUNICATIONS**

There were no communications.

### **APPROVAL OF MINUTES**

Board Member Rector offered a motion to approve the minutes of the Regular County Board Meeting for March 27, 2018; seconded by Board Member Petrie. Approved by voice vote.

### **STANDING COMMITTEES**

#### **Highway & Transportation**

Board Member Cowart, Chair, recommended adoption of Resolution No. 2018-87 appropriating \$336,000 from the County Highway Fund for Installation of Stop Signs in Champaign County Section 18-00447-00-SP; seconded by Board Member Esry. Discussion followed. Adopted by voice vote.

### **AREAS OF RESPONSIBILITY**

#### **Justice & Social Services**

Board Member King, Deputy Chair, and Board Member McGuire, Assistant Deputy Chair, presented donations to several Champaign County organizations from the Illinois Counties Association.

Board Member King recommended adoption of **Resolution No. 2018-98** Approving County Board Facilitation of the Collection of Racial/Ethnicity Data within the County Criminal Justice System; seconded by Board Member Cowart. Discussion followed. Board Member McGuire offered to defer the adoption until the next County Board Meeting; seconded by Board Member Petrie. Discussion followed. Deferred by voice vote.

#### **Finance**

Board Member Goss, Assistant Deputy Chair, recommended adoption of **Resolution No. 2018-97** Authorizing Revised Payment of Claims – March 2018; seconded by Board Member Marsh. Adopted by voice vote.



Board Member Goss recommended adoption of **Resolution No. 2018-95**  
Authorizing Payment of Claims – April 2018; seconded by Board Member Esry.  
Adopted by voice vote.

Board Member Goss recommended adoption of **Resolution No. 2018-96**  
Authorizing Purchases Not Following Purchasing Policy; seconded by Board  
Member Petrie. Adopted by voice vote.

## **NEW BUSINESS**

### **Finance**

Board Member Goss recommended adoption of **Resolution No. 2018-124**  
Authorizing Budget Amendment 18-00018  
Fund 104 Early Childhood / Dept. 840 Pre-School Expansion II  
Increased Appropriations: \$698,511  
Increased Revenue: \$698,511

Reason: Receipt of Secondary Preschool for All Expansion Grant. This Grant will Allow Expanded Summer Classroom Programming and Enhanced Service Provision to an Additional 51 Children and their Families. This Grant will Further Support Significant Infrastructure Improvements Including Replacement of Aging Playground Equipment and Classroom Upgrades; seconded by Board Member Cowart.

Adopted by 15 vote required roll call vote.

Yeas: Cowart, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Mitchell, Patterson, Petrie, Rector, Rosales, Stohr, Summers, Anderson, Clemmons, Clifford and Weibel – 19;

Nays: None.

Board Member Goss recommended adoption of **Resolution No. 2018-125**  
Authorizing Budget Amendment 18-00019  
Fund 104 Early Childhood / Dept. 841 Early Childhood Impact Initiative  
Increased Appropriations: \$25,000  
Increased Revenue: \$25,000

Reason: Receipt of a Pritzker Children's Initiative Planning Grant. The Initiative is a National Effort to Promote High Quality Early Learning and Development for Children from Birth to Age Three with the Goal of Improving Kindergarten Readiness. The Project Involves Updating the Community Assessment; Identifying Strategies to Address Gaps; seconded by Board Member Clifford. Discussion followed.

Adopted by 15 vote required roll call vote.

Yeas: Cowart, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Patterson, Petrie, Rector, Rosales, Stohr, Summers, Anderson, Clemmons, Clifford and Weibel – 18;

Nays: None.

Absent: Mitchell - 1.

Board Member Goss recommended adoption of **Resolution No. 2018-126**  
Authorizing Budget Amendment 18-00020

Fund 075 Regional Planning Commission / 833 Summer Energy Internship Program Increased Appropriations: \$40,000  
Increased Revenue: \$40,000

Reason: to Accommodate Receipt of a Technical Assistance Services Contract from Ameren Illinois to Support an Energy-Focused Summer Internship Program for 15 Students; seconded by Board Member King. Discussion followed.

Adopted by 15 vote required roll call vote.

Yeas: Cowart, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Mitchell, Patterson, Petrie, Rector, Rosales, Stohr, Summers, Anderson, Clemmons, Clifford and Weibel – 19;

Nays: None.

### **OTHER BUSINESS**

Interim County Administrator Deb Busey discussed the Nursing Home March financial report, which had been distributed. Discussion followed.

Board Member Hartke offered a motion to allow the agreement with SAK Management Services, LLC to automatically renew for the second renewal term from June 1, 2018 through July 31, 2018; seconded by Board Member Rosales. Discussion followed. Failed by a show of hands, as a voice vote was undeterminable.

Board Member Patterson offered a motion to enter into executive session pursuant to 5 ILCS 120/2 (c) (11) to consider litigation that is probably or imminent against Champaign County, further moving that the following individuals remain present: County Auditor, County Treasurer, County's Legal Counsel, Deputy County Administrator of Finance, Interim County Administrator and Recording Secretary; seconded by Board Member Petrie.

Approved by voice vote.

Yeas: Cowart, Esry, Goss, Harper, Hartke, King, Marsh, McGuire, Patterson, Petrie, Rector, Rosales, Stohr, Summers, Anderson, Clemmons, Clifford and Weibel – 18;

Nays: Mitchell – 1.

The Board entered into executive session at 7:35 P.M.

### **ADJOURN**

Board Chair Weibel adjourned the Meeting at 7:41 P.M.



Gordy Hulten, Champaign County Clerk  
and ex-Officio Clerk of the Champaign County Board  
Champaign County, Illinois

RESUME OF MINUTES OF A SPECIAL MEETING OF THE  
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS  
April 24, 2018

The County Board of Champaign County, Illinois met at a Special Meeting, Tuesday, April 24, 2018, at 6:01 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois with C. Pius Weibel presiding and Sasha Green as Clerk of the Meeting.

**ROLL CALL**

Roll call showed the following members present: Esry, Fortado, Goss, Harper, McGuire, Mitchell, Petrie, Rector, Rosales, Stohr, Summers, Anderson, Clemmons, Cowart, and Weibel – 15; absent: Crews, Hartke, King, Marsh, Patterson, Tinsley and Clifford – 7. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Members Marsh, Patterson and Tinsley arrived after roll call.

**PRAYER & PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was recited.

**READ NOTICE OF MEETING**

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* on April 23, 2018.

**APPROVAL OF AGENDA/ADDENDA**

Board Member Mitchell offered the motion to approve the Agenda/Addenda; seconded by Board Member Rosales. Approved by voice vote.

**PUBLIC PARTICIPATION**

There was no public participation.

**COMMUNICATIONS**

Board Member Petrie announced she had attended the RFP Evaluation Review Committee meeting and staff is working on aligning the numbers for a better understanding of the Nursing Home's finances. Board Member Harper announced Board Member Clifford's mother had passed away.

**NEW BUSINESS**

Board Member Goss offered a motion to reconsider the motion previously considered on April 19, 2018 to allow the agreement with SAK Management Services, LLC to automatically renew for the second renewal term from June 1, 2018 through July 31, 2018; seconded by Board Member Esry. Discussion followed. Reconsideration approved by voice vote. Board Chair Weibel stated the original motion is back on the floor. Discussion followed. Approved by voice vote.

**ADJOURN**

Board Chair Weibel adjourned the Meeting at 6:10 P.M.



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Gordy Hulsten, Champaign County Clerk  
and ex-Officio Clerk of the Champaign County Board  
Champaign County, Illinois

RESUME OF MINUTES OF A SPECIAL MEETING OF THE  
COUNTY BOARD, CHAMPAIGN COUNTY, ILLINOIS  
May 9, 2018

The County Board of Champaign County, Illinois met at a Special Meeting, Wednesday, May 9, 2018, at 7:03 P.M. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois with C. Pius Weibel presiding and Sasha Green as Clerk of the Meeting.

**ROLL CALL**

Roll call showed the following members present: Esry, Fortado, Goss, Harper, King, McGuire, Mitchell, Patterson, Petrie, Rector, Rosales, Stohr, Summers, Anderson, Clemmons, Clifford, Cowart, and Weibel – 18; absent: Marsh, Tinsley and Cowart – 3. Thereupon, the Chair declared a quorum present and the Board competent to conduct business. Board Members Cowart arrived after roll call.

**READ NOTICE OF MEETING**

The Clerk read the Notice of the Meeting, said Notice having been published in *The News Gazette* on May 4, 2018.

**APPROVAL OF AGENDA/ADDENDA**

Board Member Mitchell offered the motion to approve the Agenda/Addenda; seconded by Board Member Rosales. Approved by voice vote.

**RFP 2018-001 – CHAMPAIGN COUNTY NURSING HOME – PROPOSER PRESENTATION**

William "Avi" Rothner, Ron Nunziato and Amy Fish of Altitude Health Services, Inc. and Extended Care Clinical, LLC gave a presentation and answered Board Member's questions regarding their potential purchase of the nursing home.

Board Chair Weibel announced a three minute break.

**OVERVIEW OF IMPACT OF NURSING HOME SALE ON OUTSTANDING NURSING HOME BONDS**

Deputy County Administrator of Finance Tami Ogden gave a presentation and answered Board Member's questions regarding the nursing home bonds.

**PUBLIC PARTICIPATION**

Belden Fields spoke regarding the potential sale of the nursing home. Michael Wilmore spoke regarding the potential sale of the nursing home. Dottie Vura-Weis spoke regarding the potential sale of the nursing home.

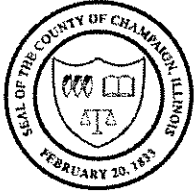
**ADJOURN**

Board Chair Weibel adjourned the Meeting at 10:05 P.M.



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Gordy Hulten, Champaign County Clerk  
and ex-Officio Clerk of the Champaign County Board  
Champaign County, Illinois



**CHAMPAIGN COUNTY BOARD  
FACILITIES COMMITTEE  
Summary of Action Taken at the May 8, 2018 Meeting**

**MEMBERS PRESENT:** Jack Anderson, Stan Harper, Jon Rector, Giraldo Rosales  
**MEMBERS ABSENT:** Shana Crews, James Tinsley

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	6:30 p.m.
II. Roll Call	4 committee members present
III. Approval of Agenda	Approved
IV. Approval of Minutes – March 6, 2018	Approved as distributed
V. Public Participation	None
VI. Communications	None
VII. Items to be Recommended to the County Board	
A. Discussion of Proposed 10-Year Capital Asset Fund Project Schedule.	<b><i>* Recommend Approval to County Board for 10-Year Capital Asset Fund Project Schedule.</i></b>
VIII. Facilities Director’s Report	Information Only
A. Update Satellite Jail Asphalt Project	
B. Update on Satellite Jail Domestic Hot Water Distribution Project	
C. Update on Downtown Jail Generator and Roof	
IX. Chair’s Report	
A. Future Meeting – Tuesday, June 5, 2018 at 6:30 p.m.	Information Only
X. Other Business	None to Review
XI. Designation of Items to be placed on the Consent Agenda	VII A
XII. Adjournment	7:04 p.m.

***\*Denotes Inclusion on the Consent Agenda***

RESOLUTION No. 2018-127

RESOLUTION APPROVING CHAMPAIGN COUNTY FACILITIES 10-YEAR CAPITAL PLAN

**WHEREAS**, in 2015 the County commissioned an independent consultant to inspect facilities, document deficiencies and deferred maintenance, and establish a detailed list of priority projects and estimated costs; and

**WHEREAS**, responsible management of County finances and the County's investments of over \$160 million in facilities assets demands prudent long-term planning for the upkeep of its buildings; and

**WHEREAS**, a capital plan for the repair and maintenance of County facilities entitled "Champaign County Facilities 10-Year Capital Plan" dated May 1, 2018 has been adopted and approved by the County Facilities Committee with the recommendation that it be adopted and approved by the Champaign County Board; and

**WHEREAS**, for budgetary reasons, projects have been scheduled over an 11-year period and do not include interior improvements such as paint and carpeting;

**NOW, THEREFORE BE IT RESOLVED** by the Champaign County Board that the "Champaign County Facilities 10-Year Capital Plan" as recommended by the County Facilities Committee is hereby adopted and approved.

PRESENTED, ADOPTED, APPROVED and RECORDED this 24<sup>th</sup> day of May, 2018.

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C. Pius Weibel, Chair  
Champaign County Board

Attest:

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



# Champaign County Facilities 10-Year Capital Plan

1-May-18

## Assumptions

- 1) Funding for FY2018 is \$532,000
- 2) Two facilities not included in this 10-Year Capital Plan are as follows:  
 CCNH  
 Sheriff's Office/Downtown Jail
- 3) Interiors are not covered in Capital Plan - paint/carpet
- 4) Priorities for scheduling deferred maintenance are as follows:  
 1st priority - building envelope  
 2nd priority - building mechanicals  
 3rd priority - building mechanical controls (pneumatic to digital)  
 4th priority - business continuation/emergency preparedness  
 5th priority - parking lots, roads and sidewalks
- 5) Recommended 10-years of projects scheduled over 11 years for budgetary reasons

### CAPITAL ASSET FUND

### Proposed Amount

<u>FY2019</u>	\$ 1,120,000.00
<u>FY2020</u>	\$ 2,230,000.00
<u>FY2021</u>	\$ 2,185,000.00
<u>FY2022</u>	\$ 2,135,000.00
<u>FY2023</u>	\$ 2,110,000.00
<u>FY2024</u>	\$ 2,340,000.00
<u>FY2025</u>	\$ 2,270,000.00
<u>FY2026</u>	\$ 2,280,000.00
<u>FY2027</u>	\$ 2,200,000.00
<u>FY2028</u>	\$ 1,935,000.00
<u>10-Year Total</u>	<u>\$ 20,805,000.00</u>

FY2029

\$ 2,100,000.00

**10-Year Capital Plan**

<b><u>FY2019</u></b>		<b><u>Amount</u></b>
<b>Art Bartell Road</b>	Install Sidewalk per Plat Revision Agreement	\$ 300,000.00
<b>Brookens</b>	Replace POD 300 Roof	\$ 175,000.00
<b>JDC</b>	Install Backflow Preventer	\$ 5,000.00
<b>METCAD</b>	Replace 3 AHU in east basement; install digital controls	\$ 200,000.00
<b>METCAD</b>	Replace ballasted roof with white EPDM Rubber	\$ 300,000.00
<b>METCAD</b>	Repoint exterior masonry and replace all sealants	\$ 65,000.00
<b>Satellite Jail</b>	Replace overhead garage doors (2)	\$ 75,000.00
<b>TOTAL FY2019:</b>		<b>\$ 1,120,000.00</b>

<b><u>FY2020</u></b>		<b><u>Amount</u></b>
<b>Brookens</b>	Replace Pod 100 roof	\$ 250,000.00
<b>Brookens</b>	Replace POD 100 13 AHU; install digital controls	\$ 325,000.00
<b>JDC</b>	Replace existing ballasted roof with White EPDM (existing roof 1996)	\$ 600,000.00
<b>METCAD</b>	Replace one AHU in west basement: install digital controls	\$ 80,000.00
<b>Satellite Jail</b>	Replace 4 condensing units with chillers; replace coils at 4 AHU's	\$ 325,000.00
<b>Satellite Jail</b>	Replace original boilers (2)	\$ 200,000.00
<b>Satellite Jail</b>	Replace 4-AHU's	\$ 450,000.00
<b>TOTAL FY2020:</b>		<b>\$ 2,230,000.00</b>

<b>FY2021</b>		<b>Amount</b>
Animal Control	Add whole building AC	\$ 150,000.00
Brookens	Replace POD 400 roof	\$ 250,000.00
Courthouse	Replace existing boilers (2)	\$ 300,000.00
Garages	Install oil interceptors (5)	\$ 250,000.00
JDC	Replace water heaters (2)	\$ 35,000.00
JDC	Replace window sealant and paint exterior windows	\$ 85,000.00
JDC	Replace and upgrade existing exterior lights	\$ 15,000.00
Satellite Jail	Foundation Joint repair; includes drainage tile	\$ 250,000.00
Satellite Jail	Replace exiting ballasted roof with White EPDM (existing roof 1996)	\$ 850,000.00
<b>TOTAL FY2021:</b>		<b>\$ 2,185,000.00</b>

<b>FY2022</b>		<b>Amount</b>
Animal Control	Install an emergency generator	\$ 100,000.00
Animal Control	Revise main electric panel distribution (remove crazy leg 270)	\$ 225,000.00
ILEAS	Tear down abandoned Nursing Home Buildings	\$ 900,000.00
JDC	Install 10' Perimeter chain link fence /w razor wire at perimeter of cell windows	\$ 110,000.00
JDC	Foundation joint repair; drainage tile	\$ 200,000.00
Satellite Jail	Replace voice/door/data security system with update system	\$ 600,000.00
<b>TOTAL FY2022:</b>		<b>\$ 2,135,000.00</b>

<b>FY2023</b>		<b>Amount</b>
Brookens	Replace POD 400 2-Multi-Zone units and 2 smaller units	\$ 300,000.00
Courthouse Addition	Replace ballasted roof with white EPDM rubber	\$ 1,500,000.00
Courthouse Addition	Paint steel roof structure	\$ 60,000.00
Satellite Jail	Replace generator	\$ 250,000.00
<b>TOTAL FY2023:</b>		<b>\$ 2,110,000.00</b>

<b>FY2024</b>		<b>Amount</b>
<b>Animal Control</b>	Roof replacement	\$ 65,000.00
<b>Courthouse</b>	Roof replacement	\$ 700,000.00
<b>Courthouse Addition</b>	Replace sealant at windows	\$ 45,000.00
<b>Courthouse Addition</b>	Update wood finishes, wall paint and carpet in 9 remaining courts	\$ 630,000.00
<b>ILEAS</b>	Replace three AHU's	\$ 350,000.00
<b>JDC</b>	Replace generator	\$ 250,000.00
<b>Satellite Jail</b>	Install digital thermostatic controls	\$ 300,000.00
<b>TOTAL 2024:</b>		<b>\$ 2,340,000.00</b>

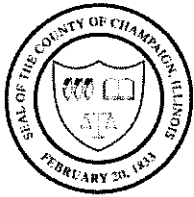
<b>FY2025</b>		<b>Amount</b>
<b>Brookens</b>	Repoint exterior masonry and replace all sealants	\$ 650,000.00
<b>Courthouse</b>	Update all HVAC digital controls	\$ 900,000.00
<b>Courthouse &amp; Addition</b>	Tuck point project for entire building	\$ 400,000.00
<b>Garages</b>	Replace metal roofs on five garages	\$ 320,000.00
<b>TOTAL FY2025:</b>		<b>\$ 2,270,000.00</b>

<b>FY2026</b>		<b>Amount</b>
<b>Animal Control/Coroner</b>	Replace parking lot	\$ 40,000.00
<b>Animal Control/Coroner</b>	Replace existing metal siding with new siding. Check and replace insulation.	\$ 95,000.00
<b>Brookens</b>	Paint all metal panels	\$ 95,000.00
<b>Courthouse &amp; Addition</b>	Select repointing of masonry and replace sealants	\$ 360,000.00
<b>Courthouse</b>	Replace window sealants	\$ 100,000.00
<b>ILEAS</b>	Repoint exterior masonry and replace all sealants	\$ 950,000.00
<b>METCAD</b>	Replace parking lot and drive; remove and replace damage curb areas	\$ 80,000.00
<b>Physical Plant</b>	Replace parking lot	\$ 25,000.00
<b>Salt Dome</b>	Replace damaged wood and metal coroners	\$ 25,000.00
<b>Salt Dome</b>	Replace existing asphalt around Salt Dome	\$ 210,000.00
<b>Satellite Jail</b>	Replace air returns and supply grills	\$ 100,000.00
<b>Highway, JDC, Sat. Jail</b>	Remove old polyurethane concrete joint sealant and replace w/new	\$ 200,000.00
<b>TOTAL FY2026:</b>		<b>\$ 2,280,000.00</b>

<b>FY2027</b>		<b>Amount</b>
Brookens	Replace asphalt parking lots (3)	\$ 680,000.00
Courthouse	Replace and relocate chillers	\$ 500,000.00
ILEAS	Replace four boilers	\$ 250,000.00
ILEAS	Replace parking lot	\$ 360,000.00
JDC	Replace seven Aeon (RTU) units	\$ 410,000.00
<b>TOTAL FY2027:</b>		<b>\$ 2,200,000.00</b>

<b>FY2028</b>		<b>Amount</b>
Courthouse	Parking lot replacement	\$ 285,000.00
ILEAS	Roof replacement	\$ 1,200,000.00
JDC	Replace parking lot and drive	\$ 100,000.00
JDC	Upgrade remaining BAS digital controls	\$ 100,000.00
METCAD	Replace generator	\$ 250,000.00
<b>TOTAL FY2028:</b>		<b>\$ 1,935,000.00</b>

<b>FY2029</b>		<b>Amount</b>
Art Bartell Road	Add concrete curbing and gutters	\$ 750,000.00
Courthouse & Addition	Replace existing T12/T8 fluorescents with new LED's	\$ 200,000.00
Highway	Roof replacement	\$ 800,000.00
ILEAS	Replace existing T12/T8 fluorescents with new LED's	\$ 100,000.00
JDC	Replace existing T12/T8 fluorescents with new LED's	\$ 100,000.00
METCAD	Replace existing T12/T8 fluorescents with new LED's	\$ 50,000.00
Satellite Jail	Replace existing T12/T8 fluorescents with new LED's	\$ 100,000.00
<b>TOTAL FY2029:</b>		<b>\$ 2,100,000.00</b>



**CHAMPAIGN COUNTY BOARD**  
**ENVIRONMENT AND LAND USE COMMITTEE**  
Summary of Action Taken at the May 10, 2018 Meeting

**MEMBERS PRESENT:** Aaron Esry, Stephanie Fortado, Jim Goss, Brooks Marsh, Kyle Patterson, Patti Petrie  
**MEMBERS ABSENT:** Robert King

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	6:30 p.m.
II. Roll Call	6 committee members present
III. Approval of Agenda	Approved
IV. Approval of Minutes – March 8, 2018	Approved as distributed
V. Public Participation	Barney Bryson
VI. Communications	None
VII. For Information Only	
A. 2017 Champaign County MS4 Area Storm Water Survey Results	None
B. Observer Report: March 26, and April 30 <sup>th</sup> , 2018 Mahomet Aquifer Protection Task Force Meeting	None
C. E-Guide for Residents of Champaign County	None
D. Award of Land Bank Grant to Village of Rantoul	None
E. Notice of Non-Compliance with Illinois Noxious Weed Law	None
F. Public Notice of Renewal of Illinois Environmental Protection Agency (IEPA) Resource Conservation and Recovery Act (RCRA) Permit for UI Special Materials Storage Facility located at 2006 Griffith Drive, Champaign	None
VIII. Items to be Approved by ELUC	
A. Recreation & Entertainment License: Eastern Illinois A.B.A.T.E. Inc., for live bands and motorcycle rodeo, Rolling Hills Campground, 3151-A CR2800E, Penfield for June 1-3, 2018	Approved
IX. Items to be Recommended to the County Board	
A. <b>Subdivision Case 200-18:</b> Lenehan Acres Subdivision – Final Plat Approval of a One-Lot Minor Subdivision for an existing house located in the Northwest Quarter of the Norwest Quarter of Section 2 of T17N-R9E of the Third Principal meridian in Crittenden Township and known as the house located at 596 CR1600 E, Philo, IL	RECOMMEND County Board approval of Subdivision Case 200-18
B. Proposed Minor Changes to the Champaign County Land Resource Management Plan (placed on 30-day review on March 8, 2018)	RECOMMEND County Board approval of minor amendments to the CCLRMP
C. Resolution Accepting the Illinois Housing Development Agency's Abandoned Properties Program Grant	<b>*RECOMMEND County Board approval to Accept IL Housing Development Agency's Abandoned Properties Program Grant</b>
D. Annual Facility Inspection report for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Storm Water Discharge Permit	RECOMMEND County Board approval of the MS4 Discharge Permit

- with the Illinois Environmental Protection Agency (IEPA)  
for the period 4/1/17 – 3/31/18
- E. CLOSED Session pursuant to 5 ILCS 120/2(c)(6) to consider the setting of a price for lease or sale of property owned by Champaign County      None
  
  - X. Other Business
    - A. Zoning Board of Appeals will meet on June 14      For information only
  
  - XI. Chair's Report      None
  
  - XII. Designation of Items to be placed on the Consent Agenda      IX C
  
  - XIII. Adjournment      7:40 p.m.

***\*Denotes Inclusion on the Consent Agenda***

RESOLUTION NO. 2018-133  
APPROVING SUBDIVISION CASE 200-18  
LENEHAN ACRES SUBDIVISION

WHEREAS, the Champaign County Board has reviewed the Final Plat, subdivision application, and supporting documents for the Lenehan Acres Subdivision, a Minor Subdivision located in Crittenden Township, Champaign County, Illinois; and

WHEREAS, the Champaign County Board has considered the recommendation of the Environment and Land Use Committee and voted to approve the Final Plat of the Lenehan Acres Subdivision, Case 200-18; and to grant the following waivers pursuant to Section 9.1 of the Champaign County Subdivision Regulations, namely:

1. Waive the requirement of paragraph 9.1.2 q. for percolation test data to be recorded on the Final Plat.
2. Waive the requirement of paragraph 9.1.2 r. for certification of the proposed lot and soil characteristics for private septic disposal systems to be recorded on the Final Plat.

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board approves Subdivision Case 200-18 Lenehan Acres Subdivision, with the following waivers pursuant to Section 9.1 of the Champaign County Subdivision Regulations: 1) waive the requirement of paragraph 9.1.2 q. for percolation test data to be recorded on the Final Plat and 2) waive the requirement of paragraph 9.1.2 r. for certification of the proposed lot and soil characteristics for private septic disposal systems to be recorded on the Final Plat.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 24th day of May, A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chairman  
Champaign County Board

ATTEST:

\_\_\_\_\_  
Gordy Hulten, County Clerk and  
*ex officio* Clerk of the County Board



RESOLUTION NO. 2018-134

RESOLUTION APPROVING MINOR AMENDMENTS TO CHAMPAIGN COUNTY  
LAND RESOURCE MANAGEMENT PLAN

WHEREAS, based on available updated information and map data, and in accordance with LRMP Priority Items 1.3.1 and 2.1.1 of the 2018 County Planning Contract, the Champaign County Regional Planning Commission recommends minor changes to the Champaign County Land Resource Management Plan (LRMP);

WHEREAS, Amendment #1 is a minor amendment to LRMP Volume 1 Existing Conditions and Trends Report, Chapter 5: Public Sanitary Sewer and Private Wastewater Disposal; Public Water Service and Private Wells, to include a basic overview regarding county authority to manage solid waste in Champaign County, and information about landfills and transfer stations used by waste haulers providing services within Champaign County;

WHEREAS, Amendment #2 contains minor changes to the LRMP Volume 2 Land Use Management Areas Map to update municipal and 1 1/2 mile extraterritorial jurisdiction boundaries;

WHEREAS, these minor amendments proposed are consistent with LRMP Policy 1.3.1: ELUC will recommend minor changes to the LRMP after an appropriate opportunity for public input is made available";

WHEREAS, the ELUC Committee approved these minor LRMP Amendments at their May 10, 2018 meeting; and

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County, Illinois that the Champaign County Land Resource Management Plan is amended as described above.

BE IT FURTHER RESOLVED by the County Board of Champaign County, Illinois that Champaign County Regional Planning Commission through the FY2018 County Planning Contract is directed to update the posted electronic versions of the Champaign County Land Resource Management Plan as amended.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk  
and ex officio Clerk of the  
Champaign County Board

**RESOLUTION NO. 2018-136**

**AUTHORIZING COUNTY BOARD CHAIR SIGNATURE OF  
ANNUAL FACILITY INSPECTION REPORT REQUIRED FOR  
M.S.4. STORMWATER PERMIT WITH I.E.P.A.  
FOR PROGRAM YEAR APRIL 2017 THROUGH MARCH 2018**

WHEREAS, Champaign County was identified in 2003 as a county with a Municipal Separate Storm Sewer System (MS4) as part of the expanded Phase II of the National Pollutant Discharge Elimination System (NPDES) Storm Water Program under the Clean Water Act;

WHEREAS, Champaign County must maintain compliance with the MS4 requirements of the NPDES Storm Water Program by maintaining an updated Notice of Intent (NOI) on file with the Illinois Environmental Protection Agency (IEPA) at all times and by filing an Annual Update (Annual Facility Inspection Report) each year;

WHEREAS, Champaign County filed a NOI with IEPA in 2003 and that became NPDES Permit No. ILR 4000256;

WHEREAS, Champaign County filed an updated NOI with IEPA on March 22, 2013;

WHEREAS, the Annual Update (Annual Facility Inspection Report) for the program year 4/1/17 through 3/31/18 must be filed with the IEPA no later than June 1, 2018;

WHEREAS, the Champaign County Board believes it is for the best interests of the County and for the public good and welfare to maintain compliance with the MS4 requirements of the NPDES Storm Water Program as much as practicable;

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

1. The County Board Chair is hereby authorized to sign the attached Annual Update (Annual Facility Inspection Report).
2. The Champaign County Zoning Administrator is hereby directed to forward the signed Annual Update (Annual Facility Inspection Report) to the Illinois Environmental Protection Agency no later than May 31, 2018.

PRESENTED, PASSED, APPROVED, AND RECORDED this 24th day of May, A.D. 2018.

SIGNED:

ATTEST:

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C. Pius Weibel, Chair  
Champaign County Board  
Champaign, Illinois

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

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
ANNUAL FACILITY INSPECTION REPORT  
April 1, 2018  
N.P.D.E.S. PHASE II PERMIT FOR STORMWATER DISCHARGES  
from  
MUNICIPAL SEPARATE STORM SEWER SYSTEMS

**Champaign County, Illinois**  
**NPDES Permit No. ILR40 00256**

**REPORTING PERIOD:**

Year 4 is April 1, 2017 to March 31, 2018

**MS4 OPERATOR INFORMATION:**

County of Champaign, Illinois  
Brookens Administrative Center  
1776 East Washington Street  
Urbana IL 61802  
Contact person: John Hall, Director of Planning and Zoning

**GOVERNMENTAL ENTITY IN WHICH MS4 IS LOCATED:**

Champaign County, Illinois

**INTRODUCTION**

Champaign County was identified as a small Municipal Separate Storm Sewer System (MS4) in March 2003 as part of the expanded Phase II of the National Pollutant Discharge Elimination System (NPDES) Storm Water Program.

Mandated by Congress under the Clean Water Act, the NPDES Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of storm water discharges which adversely affect the quality of our nation's waters. The Clean Water Act prohibits anybody from discharging pollutants through a point source into a water of the United States unless they have an NPDES permit. A point source is any discernible, confined and discrete conveyance, such as a pipe, ditch, channel, or container.

Phase II required small MS4s in urbanized areas to obtain NPDES permits and implement six minimum control measures by using selected best management practices (BMPs).

Urbanized areas are delineated by the Census Bureau and are defined as a central place or places and the adjacent densely settled surrounding area, that together have a residential population of at least 50,000 people and an overall population density of at least 500 people per square mile. Only about 10 square miles (about 1%) of the approximately 1,000 square miles that make up Champaign County are included in the urbanized area (see the attached map).

Champaign County is not a municipality but the regulatory definition of MS4 also includes any County owned roads with a drainage system. County Highway roadside ditches are currently the only point source discharges in the urbanized area maintained by Champaign County.

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Champaign County must maintain compliance with the MS4 requirements of the NPDES Storm Water Program. MS4 compliance requires that an updated Notice of Intent (NOI) be on file with the Illinois Environmental Protection Agency (IEPA) at all times. The NOI must explain which best management practices Champaign County will use to implement the six required minimum control measures. The six required minimum control measures are the following:

- **Public Education and Outreach.** Selected BMPs should educate the public on the various ways to reduce storm water pollution.
- **Public Participation and Involvement.** Selected BMPs should involve the public in developing, implementing, and reviewing MS4 best management practices.
- **Illicit Discharge Detection and Elimination.** Selected BMPs should identify improper discharges and spills to drainage systems and include enforcement mechanisms.
- **Construction Site Runoff Control.** Selected BMPs should enable construction site operators (builders and MS4s) to manage storm water runoff so as to reduce pollution.
- **Post-Construction Runoff Control.** Selected BMPs should enable property owners (developers and MS4s) to manage storm water runoff so as to reduce pollution from a site after construction activities have ended.
- **Pollution Prevention and Good Housekeeping.** Selected BMPs should enable the MS4 entity to minimize pollution from its own property and facilities by reducing pollution from streets, parking lots, open spaces and storage and vehicle maintenance areas and is discharged into local waterways or that results poor maintenance of storm sewer systems.

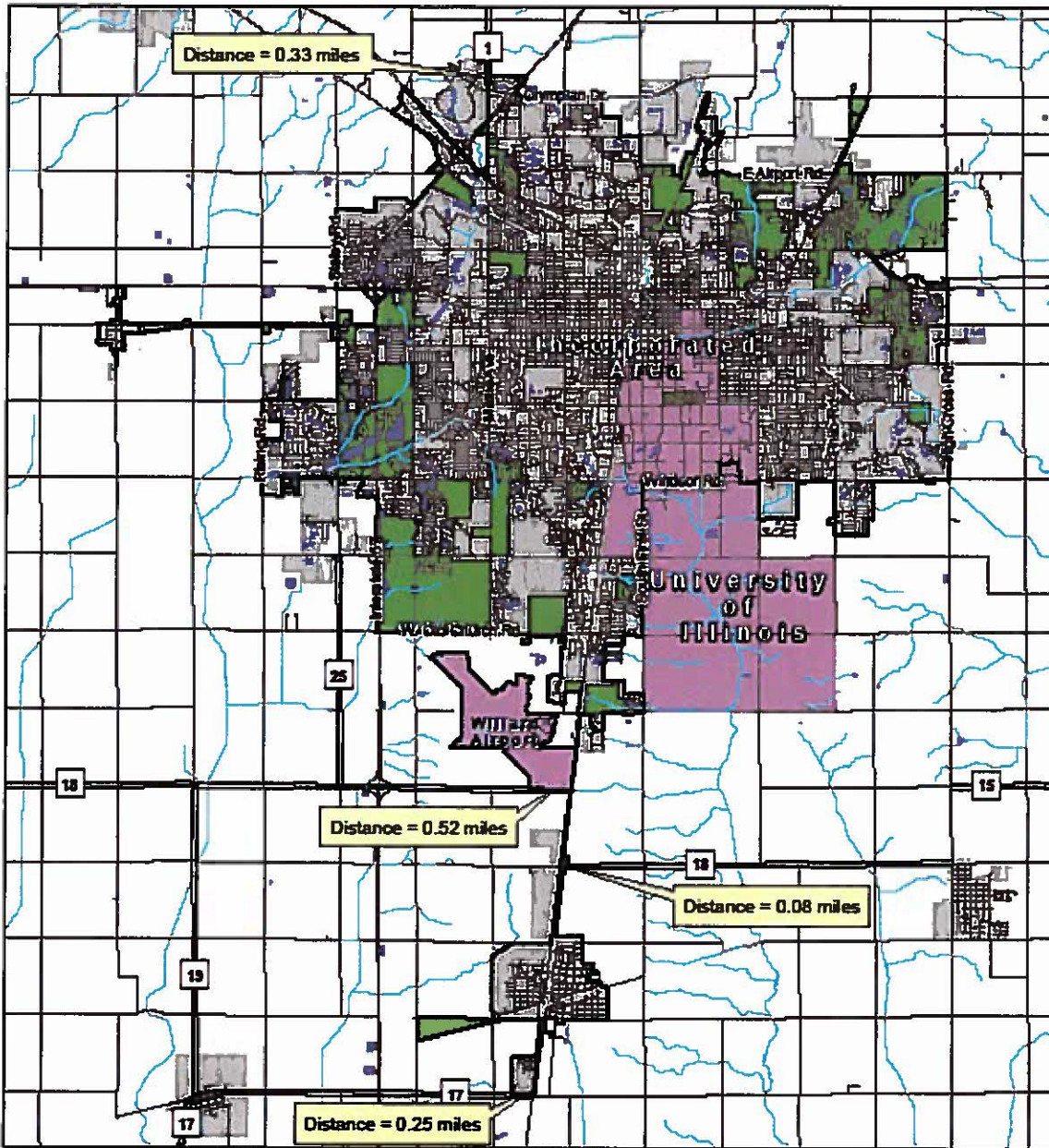
Champaign County has worked in cooperation with the other MS4s in the Champaign County Urbanized Area to share costs and expertise and common efforts to develop a regional consistency towards fulfilling the NPDES Phase II MS4 requirements.

Champaign County has sought to develop a plan suited to the MS4 requirements but also tailored to the abilities of an Illinois county. The NPDES Phase II MS4 requirements were included as a formal County land use policy in the Champaign County Land Resource Management Plan that was adopted in April 2010.

Champaign County filed a third NOI with IEPA to include the five-year period of April 1, 2014 to March 31, 2019. This document serves as the annual report for Year 4 activities.

**Champaign County, Illinois**  
**MS4 ANNUAL FACILITY INSPECTION REPORT**  
 REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18)

APRIL 1, 2018






**Champaign County MS4 Jurisdiction**

Urbanized Area based on the 2010 Census

This map shows the defined MS4 jurisdiction including 10.4 square miles of unincorporated County. Location and size of County stormwater facilities are noted (Ex: Distance = 0.25 miles).

Corporate Limits updated 5/5/17

**MS4 Related Boundaries**

-  Urbanized Area 2010
-  Streets
-  County MS4 Area 2012



Map Created  
7/17/14





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## B.M.P. MONITORING AND ASSESSMENT PROGRAM

Effective 3/1/16, each Small MS4 is required to implement a monitoring and assessment program to evaluate the effectiveness of selected best management practices (BMPs) at reducing pollutant loadings and water quality impacts. The monitoring and assessment program may include evaluation of BMPs and/or direct water quality monitoring, at the discretion of each Small MS4, but the program should be tailored to the size and characteristics of the Small MS4 and the relevant watershed.

### Outfall/ Discharge Monitoring and Physical Stream Assessment

The Champaign County Unincorporated MS4 will collaborate with the municipal MS4 jurisdictions in Champaign County in developing a monitoring and assessment program for the Champaign County Unincorporated MS4 that matches as closely as possible the municipal MS4 monitoring and assessment programs. Municipal MS4 agencies in the Champaign-Urbana Urbanized Area rely on a combination of outfall/ discharge monitoring and assessment of physical/habitat characteristics such as stream bank erosion caused by storm water discharges.

Methods and practices used for the Champaign County Unincorporated MS4 Monitoring and Assessment program will be based on municipal MS4 practices and methods as much as possible and will be supplemented as necessary by practices described in the following documents:

- *Illicit Discharge Detection and Elimination A Guidance Manual for Program Development and Technical Assessments*, published by the Center for Watershed Protection and Robert Pitt, University of Alabama, October 2004.
- *UNIFIED STREAM ASSESSMENT: A USER'S MANUAL Version 2.0, Urban Subwatershed Restoration Manual No. 10*, published by the Center for Watershed Protection, February 2005.
- *Stream Visual Assessment Protocol*, published by the United States Department of Agriculture Natural Resources Conservation Service National Water and Climate Center, Technical Note 99-1, December 1998.

### Justification

The unincorporated Champaign County MS4 Area is highly interconnected with the municipal MS4 Area and using the same (or nearly the same) monitoring and assessment (M&A) methods to evaluate the effectiveness of storm water best management practices (BMPs) in the unincorporated MS4 Area may help minimize the overall costs of implementing and conducting the M&A program in the unincorporated MS4 Area; and should eliminate confusion that could otherwise result if a different approach were used than is used in the municipal MS4s; and may provide a more accurate overall understanding of the effectiveness of BMPS for the entire Champaign County urbanized area.

The *Unified Stream Assessment (USA)* is a continuous stream walk method that systematically evaluates stream conditions and that can be applied to both rural and urban streams. Staff can perform the USA with relatively minimal training. USA protocols should be adapted to meet agency needs and skills and to address regional stream conditions.

The USA includes specific protocols and model forms for documenting the assessments of Storm Water Outfalls and Severe Bank Erosion. The USA assessment for Storm Water Outfalls is very similar to the

Outfall Reconnaissance Inventory (ORI) used in *Illicit Discharge Detection and Elimination*. Including ORI methods in the USA Storm Water Outfall assessments can improve the overall assessment of storm water outfalls and discharges.

Severe bank erosion caused by storm water discharges can be accurately identified only after identifying the average erosion condition for that particular stream reach. The USA includes a Reach Level Assessment to characterize overall conditions within each reach of the stream. Guidance is included in the USA assessment of Severe Bank Erosion to help identify locations with more severe erosion. The *Stream Visual Assessment Protocol (SVAP)* also provides useful additional guidance for making the assessment of Severe Bank Erosion.

The USA protocols assume identification of uniform stream reaches. Stream reaches will be identified and mapped prior to actual field investigations. During the field investigation the various stream reaches will be identified using GIS locators. Standard worksheets will be completed for each reach for the entire length of stream in the MS4 Area. Streams (miles) to be assessed are as follows:

- Vermilion Watershed:
  - Saline Branch Drainage Ditch (3.2 miles)
  
- Upper Kaskaskia Watershed:
  - Copper Slough (1.6 miles)
  - Phinney Branch (1.1miles)
  
- Upper Embarras Watershed
  - an unnamed tributary near Lake Park (.6 mile).

Gaining access to streams in the unincorporated MS4 Area will be a significant challenge because all of the streams are on private property.

Annual monitoring is planned to occur during August through October. Annual monitoring will note the conditions for the current year and identify changes from previous years. The results will be reported in the Annual Update.

Follow up investigations may be necessary based on observed changes.

Outfalls were identified in Year 3 per the IEPA 4/22/16 Acceptance of Response to Noncompliance Advisory Letter. Champaign County staff participated in City of Urbana staff monitoring of the Saline Branch in Year 4. Champaign County will initiate its own monitoring of relevant portions of the Saline Branch in 2018.



**SELF-ASSESSMENT OF PERMIT COMPLIANCE**

Tables 1 through 6 summarize Champaign County Unincorporated MS4 Storm Water Program activities from April 1, 2017, through March 31, 2018. Table 7 identifies BMPs that were started and still in progress and Table 8 identifies BMPs still pending.

**Table 1: Public Education and Outreach Activities 4/1/17 – 3/3/18**

BMP ID	Activities
A.1.1. - Flyers and information sheets at permit counter.	Handouts are displayed and available at Planning and Zoning permit counter.
A.2.1. - Inform business groups about MS4, NPDES, and BMPs upon request.	No requests for presentations about MS4, NPDES and BMPs were made from business groups.
A.2.2. - Inform developer, contractor, engineering, and architecture groups about MS4, NPDES, and BMPs.	No presentations were made.
A.2.4. - Inform environmental, conservation, and citizen groups about MS4, NPDES, and BMPs upon request.	No requests for presentations about MS4, NPDES and BMPs were made from environmental, conservation, and citizen groups.
A.6.1- Educational and informational material on web page.	Information about the Champaign County MS4 program and storm water management in general was added to the Champaign County website.  A new collaborative MS4 website was begun as the Champaign County Stormwater Partnership ( <a href="http://www.ccstormwater.org">www.ccstormwater.org</a> )

**Table 2: Public Participation and Involvement Activities 4/1/17 – 3/3/18**

BMP ID	Activities
B.4.1 – Comply with applicable state and local public notice requirements.	All public hearings and meetings are noticed as required by state law and local ordinances and policies.
B.6.1. - Intergovernmental Storm Water Management group meetings.	During the program year County staff attended and participated in meetings with other MS4 jurisdictions on April 11, 2017; June 20, 2017; September 12, 2017; November 13, 2017; and March 13, 2018.
B.6.2- Prepare a storm water survey that can be used to capture public comment on the MS4 Storm Water Program	The Champaign County MS4 Area Storm Water Survey is on the Champaign County website at <a href="https://docs.google.com/forms/d/e/1FAIpOLSD5hzbzMASGpKgPWU3kr8gmOJ-w0ZorXoCFWUddjbMyI8P3Mg/viewform?c=0&amp;w=1">https://docs.google.com/forms/d/e/1FAIpOLSD5hzbzMASGpKgPWU3kr8gmOJ-w0ZorXoCFWUddjbMyI8P3Mg/viewform?c=0&amp;w=1</a>
B.6.3- Hold Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC) Meeting to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program.	The Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC) Meeting was not held in March 2018 but will be held on May 10, 2018.
B.6.4- Identify Environmental Justice areas within the Champaign County Unincorporated MS4 Area and include appropriate public participation.	In April 2017 a random sample survey of the EJ population was conducted using the Champaign County Unincorporated MS4 Area Storm Water Survey with a postage-paid reply envelope. The results of that survey will be reviewed at the May 10, 2018, meeting of the Champaign County Board's Environment and Land Use Committee (ELUC) and reported in the Annual Facility Inspection Report for Year 4.
B.7.1. - Include NPDES MS4 requirements in the County's Land Resource Management Plan.	Funding for MS4 projects were included in the RPC Work Plan for FY19.



**Champaign County, Illinois**  
**MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18)**

APRIL 1, 2018

**Table 3: Illicit Discharge Detection and Elimination Activities 4/1/17 – 3/3/18**

BMP ID	Activities
C.1.1- Map drainage system outfalls into streams and rivers	The storm sewer system map for the unincorporated Champaign County MS4 Area was mapped to 100% complete. The 100% complete map can be viewed on the Champaign County website ( <a href="http://www.co.champaign.il.us">www.co.champaign.il.us</a> ) under the Department of Planning and Zoning and at the web address below: <a href="http://ccgisc.maps.arcgis.com/home/webmap/viewer.html?webmap=04d6a107dd50435c8fc65945e1358f6e">http://ccgisc.maps.arcgis.com/home/webmap/viewer.html?webmap=04d6a107dd50435c8fc65945e1358f6e</a>
C.3.1. - Establish citizen complaint phone line for illegal dumping and illicit discharges into drainage systems.	The Department of Planning and Zoning phone line is maintained for citizen complaints regarding illegal dumping and illicit discharges.
C.3.2. - Establish citizen complaint phone line for non-complying and/or non-functioning private sewage treatment systems	The Department of Planning and Zoning phone line is maintained for citizen complaints regarding non-complying and / or non-functioning private sewage treatment systems.
C.6.1. - Annual Report to the Environment and Land Use Committee (of the Champaign County Board) and the Champaign County Board.	Annual Report prepared and presented to the Environment and Land Use Committee (ELUC) and the Champaign County Board.

**Table 4: Construction Site Runoff Control Activities 4/1/17 – 3/3/18**

BMP ID	Activities
D.1.1 - Soil erosion and sediment control regulations.	Soil erosion and sediment control regulations in the Champaign County Storm Water Management and Erosion Control Ordinance were enforced for all Land Disturbance Erosion Control (LDEC) Permits.
D.2.1- Erosion and sediment control BMPs	All Land Disturbance Erosion (LDEC) Permits were reviewed for use of appropriate BMP's
D.4.1. - Develop processes and procedures to evaluate proposed construction site runoff mechanisms.	Procedures to evaluate proposed construction site runoff mechanisms are refined in the review of LDEC Permits.
D.4.2. - Training class or workshop for evaluating and inspecting construction site runoff control mechanisms.	No training occurred in Year 4.
D.6.1 - Develop procedures and processes to inspect construction sites for compliance with construction site runoff control mechanisms.	Procedures were refined as more experience was gained in the review of LDEC Permits.

**Table 5: Post-Construction Runoff Control Activities 4/1/17 – 3/3/18**

BMP ID	Activities
E.3.3 Annual training in green infrastructure and/or low impact design techniques for all MS4 employees and contractors who manage or are directly involved in the routine maintenance, repair, or replacement of public exterior surfaces.	No training occurred in Year 4.
E.4.1. - Training class or workshop for evaluating and inspecting construction site runoff control mechanisms (post-construction).	No training occurred in Year 4.



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**Table 6: Pollution Prevention / Good Housekeeping Activities 4/1/17 – 3/3/18**

BMP ID	Activities
F.1.2 Spill Response Protocol	The Champaign County Emergency Management Agency (CCEMA) conducted or participated in the following train in the program year: <b>April 19-20, 2017:</b> Assistant Coordinator attended the Midwest Emergency Preparedness and Response Conference. <b>May 19, 2017:</b> The Coordinator toured City of Champaign’s Hazardous Material Decontamination Trailer and met with City of Champaign and Pioneer Seed Company personnel regarding potential decontamination support <b>September 5-7, 2017:</b> Coordinator attended Illinois Emergency Management Agency Summit in Springfield IL including session on Local Emergency Planning Committee Update and Pipeline Emergencies. <b>November 14, 2017:</b> Attended local Pipeline luncheon training. <b>June 27, 2017; November 28, 2017; February 27, 2018:</b> Hosted Local Emergency Planning Committee meetings.
F.1.4- Hazardous material and storage management training.	All relevant hazardous materials storage and handling reviewed with Facilities Director.

**Table 7: BMPs in Progress**

BMP ID	Status
C.1.1. - Map drainage system outfalls into streams and rivers.	The storm sewer system map for the unincorporated Champaign County MS4 Area was mapped to 100% completion and the storm sewer system map for County Highways outside the MS4 Area was mapped to 40% completion. Champaign County Unincorporated MS4 Area Storm Sewer System (Web) Map (excerpt from 100% complete Draft Champaign County MS4 Area Storm Sewer System map) March 31, 2018 % completion (the goal was 20% completion). An excerpt is attached. The webmap can be viewed on the Champaign County website ( <a href="http://www.co.champaign.il.us">www.co.champaign.il.us</a> ) under the Department of Planning and Zoning and at the web address below: <a href="https://arccg.is/1SHanm">https://arccg.is/1SHanm</a>
C.2.1. - Prohibit illegal dumping and illicit discharges into drainage system.	Preliminary Ordinance language has been drafted regarding illegal dumping and illicit discharges into drainage systems and will be adopted in Year 4.
C.3.3. - Create a database of existing private sewage treatment systems and develop management plan to bring non-compliant systems into compliance.	Records of private sewage treatment systems obtained from Public Health Department, GIS database is under development.
D.3.1. - Prohibit illegal dumping and illicit discharges into storm drainage system from construction activities.	Preliminary Ordinance language has been drafted regarding illegal dumping and illicit discharges into drainage systems but has not yet been adopted. The Storm Water Management and Erosion Control Ordinance includes a prohibition of illegal dumping and illicit discharges from construction activities.
E.3.1. - Develop procedures to insure that storm water management facilities are maintained to function as designed (post-construction).	The Storm Water Management and Erosion Control Ordinance requires ongoing maintenance of storm water management facilities.
E.5.1. - Develop procedures and processes to inspect construction sites for compliance with post-construction runoff control mechanisms.	The Storm Water Management and Erosion Control Ordinance requires “as-built” documentation.



**Table 8: BMPs Pending**

BMP ID	Explanation of Pending Status
E.1.1 Implement a public education program about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from existing privately owned developed property.	New BMP to be completed in Year 4.
E.1.2- Implement a public education program about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.	New BMP to be completed in Year 4.
E.2.1. - Require annual inspections of publicly owned storm water management facilities (post-construction).	Expected to be included in SWPPP to be developed in 2017.
F.1.1. - Spill prevention protocol.	Undetermined due to lack of coordination within County Departments. Expected to be established with the development of the SWPPP.
F.2.1. - Storm water Pollution Prevention Plan (SWPPP) for County owned facilities.	Milestones changed. SWPPP expected to be completed in Year 4.
F.3.1. - Investigate feasibility and effectiveness of integrated, bio-detention and filtering for County campus redesign.	Issue was not discussed by the County Board.

**CHANGES TO BEST MANAGEMENT PRACTICES**

Attachment A reviews changes that were made in Year 4 upon receipt of the new ILR40 and changes that are proposed for 5.

**STATUS OF COMPLIANCE**

Attachment B reviews the status of compliance for all BMPs.

**INFORMATION COLLECTED AND ANALYZED IN YEAR 4**

Attachment C summarizes there were no observations or reports were made or received during the reporting year.

**STORMWATER PROGRAM ACTIVITIES PROPOSED FOR YEAR 5 (April 1, 2018–March 31, 2019)**

The activities proposed for Year 5 (April 1, 2018– March 31, 2019) are summarized in Attachment D.

**RELIANCE ON OTHER GOVERNMENTAL ENTITY**

Champaign County does, and will continue to participate in and share resources with the Cooperative MS4 Group; however, it does not rely on another governmental entity to satisfy its permit obligations.

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## **YEAR 4 CONSTRUCTION PROJECTS**

Champaign County construction projects may be authorized under the Facilities Department or the Highway Department. Projects and details are provided in Table 9.

### **ATTACHMENTS**

- A Changes to Best Management Practices**
- B Status of Compliance with N.P.D.E.S. Permit Conditions for Year 4**
- C Information Collected for Year 4**
- D Proposed NPDES Permit Activities for Year 5 (April 1, 2018 - March 31, 2019)**
- E Champaign County Unincorporated MS4 Area Storm Sewer System (Web) Map (excerpt from 100% complete Draft Champaign County MS4 Area Storm Sewer System map) March 31, 2018**
- F Champaign County Unincorporated MS4 Area Storm Water Survey Results April 2017**
- G Champaign County Unincorporated Area Environmental Justice Area Analysis for Year 5 (April 1, 2018- March 31, 2019)**

**Champaign County, Illinois**  
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APRIL 1, 2018

**Table 9: Construction Projects<sup>1</sup> from April 1, 2017 through March 31, 2018**

Section Number	Road District	Project Type	Area of Disturbance	Status
15-00028-00-BR	Champaign County C.H.16	Bridge Replacement	<1 acre	Expected completion in 2018
15-21440-00-SP	Raymond Twp.	Railroad Crossing	<1 acre	Expected completion unknown
16-00443-00-RS	Champaign County	C.I.R. Foamed Asphalt	<1 acre	Expected completion in 2018
16-00444-00-SP	Champaign County	Guardrail Replacement	>1 acre	Expected completion in 2019
17-00445-00-RS	Champaign County C.H. 13	H.I.R.	<1 acre	Expected completion in 2018
17-00446-00-SW	Champaign County	Sidewalk install	<1 Acre	2018
17-00041-00-BR 17-00042-00-BR	Champaign County	Bridge Replacement	<1 acre	Expected completion in 2018
17-16043-00-BR	Newcomb Twp.	Bridge Replacement	<1 acre	Expected completion in 2018
18-00447-00-SP	Champaign County	Stop Sign Installation	>1 acre	Expected completion in 2018
18-00049-00-BR	Champaign County C.H. 19	Culvert Replacement	<1 acre	Expected completion in 2018
18-00448-00-RS	Champaign County Staley Road	H.I.R.	<1 acre	Expected completion in 2018
18-03000-00-RS	Champaign Twp.	H.I.R.	<1 acre	Expected completion in 2018
18-00449-00-RS	Champaign County C.H. 9	Culvert Replacement	<1 acre	Expected completion in 2019
18-30001-00-SS	Urbana Twp.	Storm Sewer	<1 acre	Expected completion in 2018
18-30002-00-RS	Urbana Twp.	Resurfacing Pavement	None	Expected completion in 2018
18-27001-00-RS	St. Joseph Twp.	Resurfacing Pavement	None	Expected completion in 2018

**NOTES**

1. All construction projects during this period were roadway projects.

**1. Revise Milestones for BMP No. C.2.1 Prohibit illegal dumping and illicit discharges into drainage system through the Nuisance Ordinance.**

**BMP No. C.2.1.**

Brief Description of BMP: Prohibit illegal dumping and illicit discharges into drainage system through the Nuisance Ordinance.

Measurable Goals, including frequencies: Review existing Nuisance Ordinance and revise Ordinance to include illegal dumping and illicit discharges into drainage systems. Adopt a new Ordinance or amend existing Ordinance.

**Milestones:**

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Year 1: Review existing Ordinance and drafted new language for future adoption after public hearing at Zoning Board of Appeals. (MILESTONE ACHIEVED)

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Year 2: ~~Amend Ordinance with new language~~ MILESTONE NOT ACHIEVED

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Year 3: ~~Enforce amended Nuisance Ordinance.~~ MILESTONE NOT ACHIEVED

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Year 4: ~~Amend Nuisance Ordinance with new illicit discharge language.~~ MILESTONE NOT ACHIEVED

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Year 5: Amend Nuisance Ordinance with new language prohibiting illegal dumping and illicit discharges into drainage system.

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**2. Revise Milestones for BMP No. D.3.1 Prohibit illegal dumping and illicit discharges into drainage systems from construction activities. Implement either a new Ordinance or amend existing Ordinance.**

**BMP No. D.3.1.**

Brief Description of BMP: Prohibit illegal dumping and illicit discharges into drainage systems from construction activities in the Nuisance Ordinance .

Measurable Goals, including frequencies: Review existing Nuisance Ordinance and revise Ordinance language to include illegal dumping and illicit discharges into drainage systems from construction activities. Adopt a new Ordinance or amend existing Ordinance.

**Milestones:**

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**Year 1: Review existing Ordinance and draft new language for future adoption after public hearing at Zoning Board of Appeals. (MILESTONE ACHIEVED)**

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**Year 2: Review existing Ordinance and draft new language for future adoption after public hearing at Zoning Board of Appeals. (MILESTONE ACHIEVED)**

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**Year 3: ~~Amend or adopt Nuisance Ordinance with updates.~~ MILESTONE NOT ACHIEVED**

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**Year 4: ~~Amend Nuisance Ordinance with new illicit discharge language.~~ MILESTONE NOT ACHIEVED**

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**Year 5: Amend Nuisance Ordinance with new language prohibiting illegal dumping and illicit discharges into drainage system from construction activities.**

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**3. Add new BMP No. E.1.1 Implement a public education program about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from existing privately owned developed property.**

**BMP No. E.1.1.**

**Brief Description of BMP:** Implement a public education program about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from existing privately owned developed property.

**Measurable Goals, including frequencies:** Add a Green Infrastructure page to the Champaign County website to educate landowners about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from existing privately owned developed property.

**Milestones:**

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Year 1: NONE

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Year 2: NONE

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Year 3: NONE

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Year 4: ~~Develop and implement a Champaign County Green Infrastructure & Green Housekeeping web page~~ **MILESTONE NOT ACHIEVED**

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Year 5: Develop and implement a Champaign County Green Infrastructure & Green Housekeeping web page

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**8. Add new BMP No. E.1.2 Implement a public education program about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.**

**BMP No. E.1.2.**

Brief Description of BMP: Implement a public education program about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.

Measurable Goals, including frequencies: Add a Sustainable Lawn Care page to the Champaign County website to educate landowners about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.

Milestones:

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Year 1: NONE

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Year 2: NONE

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Year 3: NONE

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Year 4: ~~Develop and implement a Champaign County Sustainable Lawn Care web page~~ **MILESTONE NOT ACHIEVED**

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Year 5: Develop and implement a Champaign County Sustainable Lawn Care web page

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**9. Revise Milestones for BMP No. E.2.1 Require annual inspections of publicly owned storm water management facilities (post construction).**

**BMP No. E.2.1.**

Brief Description of BMP: Require annual inspections of publicly owned storm water management facilities (post construction).

Measurable Goals, including frequencies: Procedures identified for storm water facility maintenance (post-construction) in the County SWPPP.

**Milestones:**

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Year 1: NONE

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Year 2: NONE

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Year 3: ~~Develop and implement procedures in the County SWPPP.~~ **MILESTONE NOT ACHIEVED**

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Year 4: ~~Develop and implement procedures in the County SWPPP.~~ **MILESTONE NOT ACHIEVED**

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Year 5: Develop and implement procedures in the County SWPPP

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**Attachment B. Status Of Compliance With N.P.D.E.S. Permit Conditions for Year 4**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

	BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 4 Milestone	Description of Activities
1	A.1.1	Flyers and information sheets at permit counter.	<i>COMPLETE</i>	Develop and distribute an educational handout.	Distribute handout.	Handout displayed and available at the service counter.
2	A.2.1	Inform business groups about MS4, NPDES, and BMPs upon request.	<i>COMPLETE</i>	Conduct one presentation per year upon request.	Conduct one presentation upon request.	No requests for presentations about MS4, NPDES and BMPs were made from business groups.
3	A.2.2	Inform developer, contractor, engineering, and architecture groups about MS4, NPDES, and BMPs.	<i>INCOMPLETE</i>	Conduct one presentation per year.	Conduct one presentation.	NONE
4	A.2.4	Inform environmental, conservation, and citizen groups about MS4, NPDES, and BMPs upon request.	<i>COMPLETE</i>	Conduct one presentation per year.	Conduct one presentation upon request.	No requests for presentations about MS4, NPDES and BMPs were made from environmental, conservation, and citizen groups.
6	A.6.1	Educational and informational material on web page.	<i>COMPLETE</i>	Develop web page with annual updates on informational and educational materials.	Develop web page.	The MS4 Annual Facility Inspection Report was posted to the County website.  A new collaborative MS4 website was begun as the Champaign County Stormwater Partnership ( <a href="http://www.ccstormwater.org">www.ccstormwater.org</a> )
7	B.4.1	Comply with applicable state and local public notice requirements.	<i>COMPLETE</i>	Annual number of meetings with MS4 related topics	Provide notice of pending storm water regulatory changes and provide opportunity for public comment.	All public hearings and meetings are noticed as required by state law and local ordinances and policies.
8	B.6.1	Intergovernmental Storm Water Management group meetings	<i>COMPLETE</i>	Hold at least four MS4 coordination meetings year	Attend meetings	During the program year County staff attended and participated in meetings with other MS4 jurisdictions on April 11, 2017; June 20, 2017; September 12, 2017; November 13, 2017; and March 13, 2018.

**Attachment B. Status Of Compliance With N.P.D.E.S. Permit Conditions for Year 4**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

	BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 4 Milestone	Description of Activities
9	B.6.2	Prepare a storm water survey that can be used to capture public comment on the MS4 Storm Water Program	<i>COMPLETE</i>	Prepare a storm water survey that can be used to capture annual public comment on the Champaign County Unincorporated MS4 Area Storm Water Program.	Make the Champaign County Unincorporated MS4 Area Storm Water Survey available on the Champaign County website.	The Champaign County MS4 Area Storm Water Survey is on the Champaign County website at <a href="https://docs.google.com/forms/d/e/1FAIpQLSd5hbzMASGpKgPWU3kr8gmQJ-w0ZorXoCFWUddjbMyI8P3Mg/viewform?c=0&amp;w=1">https://docs.google.com/forms/d/e/1FAIpQLSd5hbzMASGpKgPWU3kr8gmQJ-w0ZorXoCFWUddjbMyI8P3Mg/viewform?c=0&amp;w=1</a>
10	B.6.3	Hold Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC) Meeting to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program.	<i>COMPLETED ON MAY 10, 2018</i>	Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at one ELUC Meeting each year.	Hold a public meeting to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program at the March 2018 regular meeting of the Champaign County Board's Environment and Land Use Committee (ELUC). Public comments will include (a) comments received from the April 2017 random sample survey of Champaign County Unincorporated MS4 Area Environmental Justice (EJ) Areas; (b) comments received from respondents of the Champaign County Unincorporated MS4 Area Storm Water Survey available on the Champaign County	The Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC) Meeting was not held in March 2018 but will be held on May 10, 2018.

**Attachment B. Status Of Compliance With N.P.D.E.S. Permit Conditions for Year 4**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

	BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 4 Milestone	Description of Activities
					<p>website during the period 4/1/17 through 3/1/18; and (c) comments made by public participation at the Public Meeting in March 2018. All public comments received in regards to the Champaign County Unincorporated MS4 Area Storm Water Program during Year 4 will be reported in the Annual Facility Inspection Report for Year 4.</p>	
11	B.6.4	Identify Environmental Justice areas within the Champaign County Unincorporated MS4 Area and include appropriate public participation.	<i>IN PROGRESS</i>	Identify Environmental Justice (EJ) areas within the Champaign County Unincorporated MS4 Area and update EJ Areas annually based on the most current US Census information and randomly sample the EJ area population for storm water concerns using the Champaign County Unincorporated MS4 Area Storm Water Survey with a postage-paid reply envelope. Review the survey results at the next Annual Public Storm Water Meeting held at a meeting of the Champaign County Board's Environment	In April 2017 a random sample survey of the EJ population was conducted using the Champaign County Unincorporated MS4 Area Storm Water Survey with a postage-paid reply envelope. The results of that survey will be reviewed at the March 2018 meeting of the Champaign County Board's Environment and Land Use Committee (ELUC) and reported in the Annual Facility Inspection Report for Year 4.	In April 2017 a random sample survey of the EJ population was conducted using the Champaign County Unincorporated MS4 Area Storm Water Survey with a postage-paid reply envelope. The results of that survey will be reviewed at the May 10, 2018, meeting of the Champaign County Board's Environment and Land Use Committee (ELUC) and reported in the Annual Facility Inspection Report for Year 4.

**Attachment B. Status Of Compliance With N.P.D.E.S. Permit Conditions for Year 4**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 4 Milestone	Description of Activities
			and Land Use Committee (ELUC).		
12	B.7.1 Include NPDES MS4 requirements in the County's Land Resource Management Plan	COMPLETE	Include NPDES MS4 requirements in the County's Land Resource Management Plan and include in annual long range work plan as required.	Include MS4 in work plan for FY17.	Funding for MS4 projects were included in the RPC Work Plan for FY18.
13	C.1.1 Map drainage system outfalls into streams and rivers.	IN PROGRESS	Update as information is available and complete a system wide updated every three years.	(1) Develop drainage system map for unincorporated MS4 Area (100% completion) by 12/31/17.  (2) Maintain drainage system map for unincorporated MS4 Area.  (3) Develop drainage system map for County Highway system outside of MS4 Area (20% completion).	The storm sewer system map for the unincorporated Champaign County MS4 Area was mapped to 100% completion and the storm sewer system map for County Highways outside the MS4 Area was mapped to 40% completion (the goal was 20% completion). An excerpt is attached. The webmap can be viewed on the Champaign County website ( <a href="http://www.co.champaign.il.us">www.co.champaign.il.us</a> ) under the Department of Planning and Zoning and at the web address below:  <a href="https://arcg.is/1SHanm">https://arcg.is/1SHanm</a>
14	C.2.1 Prohibit illegal dumping and illicit discharges into drainage system.	IN PROGRESS	Review existing Nuisance Ordinance and revise Ordinance language to include illegal dumping and illicit discharges into drainage systems. Adopt a new ordinance or amend existing ordinance.	Amend ordinance with new language.	Ordinance language has been drafted regarding illegal dumping and illicit discharges into drainage systems but has not yet been adopted.



**Attachment B. Status Of Compliance With N.P.D.E.S. Permit Conditions for Year 4**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

	BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 4 Milestone	Description of Activities
15	C.3.1	Establish citizen complaint phone line for illegal dumping and illicit discharges into drainage systems.	<i>COMPLETE</i>	Develop and maintain complaint phone line.	Maintain complaint phone line and record of complaints.	The Department of Planning and Zoning phone line is maintained for citizen complaints regarding illegal dumping and illicit discharges.
16	C.3.2	Establish citizen complaint phone line for non-complying and/or non-functioning private sewage treatment systems	<i>COMPLETE</i>	Develop and maintain complaint phone line.	Maintain complaint phone line and record of complaints.	The Department of Planning and Zoning phone line is maintained for citizen complaints regarding non-complying and / or non-functioning private sewage treatment systems.
17	C.3.3	Create a database of existing private sewage treatment systems and develop management plan to bring non-compliant systems into compliance.	<i>IN PROGRESS</i>	Create database and develop management plan. Implement plan.	Create database and develop management plan.	Records of private sewage treatment systems obtained from Public Health Department, GIS database is under development.
18	C.6.1	Annual Report to the Environment and Land Use Committee (of the Champaign County Board) and the Champaign County Board.	<i>COMPLETE</i>	Present Annual Report and place on file.	Annual Report completed.	Annual Report prepared and presented to the Environment and Land Use Committee (ELUC).
19	D.1.1	Soil erosion and sediment control regulations.	<i>COMPLETE</i>	Review existing soil erosion and sediment control regulations. Prepare draft regulations for County Board adoption. Approve revised regulations.	Enforce soil erosion and sediment control ordinance.	Soil erosion and sediment control regulations in the Champaign County Storm Water Management and Erosion Control Ordinance were enforced for all Land Disturbance Erosion Control (LDEC) Permits.
20	D.2.1	Erosion and sediment control BMPs.	<i>COMPLETE</i>	Review and evaluate existing BMPs to determine which should be included in the erosion and sediment control ordinance. Review existing regulations and develop new regulations for ordinance.	Review plans and development for appropriate use of BMP's as required by adopted ordinance.	Land Disturbance Erosion (LDEC) Permits are reviewed for use of appropriate BMP's



**Attachment B. Status Of Compliance With N.P.D.E.S. Permit Conditions for Year 4**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 4 Milestone	Description of Activities
21	D.3.1 Prohibit illegal dumping and illicit discharges into storm drainage system from construction activities.	<i>IN PROGRESS</i>	Review existing Nuisance Ordinance and revise Ordinance language to include illegal dumping and illicit discharges into drainage systems from construction activities. Implement either a new ordinance language or amend existing Ordinance.	Review existing Nuisance Ordinance and draft new Nuisance Ordinance language.	The Storm Water Management and Erosion Control Ordinance includes a prohibition of illegal dumping and illicit discharges from construction activities. Nuisance Ordinance language has been drafted regarding illegal dumping and illicit discharges into drainage systems but has not yet been adopted.
22	D.4.1 Develop processes and procedures to evaluate proposed construction site runoff mechanisms.	<i>COMPLETE</i>	Develop procedures and processes to evaluate proposed construction site runoff control mechanisms.	Implement and refine review procedures	Procedures to evaluate proposed construction site runoff mechanisms are refined in the review of LDEC Permits.
23	D.4.2 Training class or workshop for evaluating and inspecting construction site runoff control mechanisms.	<i>COMPLETE</i>	Zoning Officer (or Director's designee) attendance at training class or workshop for evaluating and inspecting construction site runoff control mechanisms.	Director's designee attends training.	No training occurred in Year 4.
24	D.6.1 Develop procedures and processes to inspect construction sites for compliance with construction site runoff control mechanisms.	<i>COMPLETE</i>	Develop procedures and processes to inspect construction sites for compliance with construction site runoff control mechanisms.	Implement and refine review procedures.	Procedures were refined as more experience was gained in the review of LDEC
25	E.2.1 Require annual inspections of publicly owned storm water management facilities (post-construction).	<i>INCOMPLETE</i>	Establish and implement procedures for annual inspections of publicly-owned storm water management facilities to insure they function as designed (post-construction) in the County SWPPP.	NONE	NONE

**Attachment B. Status Of Compliance With N.P.D.E.S. Permit Conditions for Year 4**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

	BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 4 Milestone	Description of Activities
26	E.3.1	Develop procedures to insure that storm water management facilities are maintained to function as designed (post-construction).	<i>IN PROGRESS</i>	Procedures identified for storm water facility maintenance (post-construction) in the County SWPPP.	NONE	The Storm Water Management and Erosion Control Ordinance requires ongoing maintenance of storm water management facilities.
27	E.3.3	Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training	<i>INCOMPLETE</i>	Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training	Training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces.	No training occurred in Year 4.
28	E.4.1	Training class or workshop for evaluating and inspecting construction site runoff control mechanisms (post-construction).	<i>INCOMPLETE</i>	Zoning Officer (or Director's designee) attendance at training class or workshop for evaluating and inspecting site runoff control mechanisms (post-construction).	Director's designee attends training.	No training occurred in Year 4.
29	E.5.1	Develop procedures and processes to inspect construction sites for compliance with post-construction runoff control mechanisms.	<i>COMPLETE</i>	Develop procedures and processes to inspect construction sites for compliance with approved post-construction site runoff control mechanisms.	Develop and implement procedures.	The Storm Water Management and Erosion Control Ordinance requires "as-built" documentation.

**Attachment B. Status Of Compliance With N.P.D.E.S. Permit Conditions for Year 4**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

	BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 4 Milestone	Description of Activities
30	F.1.1	Spill prevention protocol.	<i>INCOMPLETE</i>	Conduct annual spill prevention training with appropriate staff. Track meeting agenda, materials, and attendee sign-in sheet.	Training session completed.	NONE
31	F.1.2	Spill response protocol.	<i>COMPLETE</i>	Conduct annual spill response training with appropriate staff. Track meeting agenda, materials, and attendee sign-in sheet.	Training session completed.	The Champaign County Emergency Management Agency (CCEMA) conducted or participated in the following train in the program year: <b>April 19-20, 2017:</b> Assistant Coordinator attended the Midwest Emergency Preparedness and Response Conference. <b>May 19, 2017:</b> The Coordinator toured City of Champaign's Hazardous Material Decontamination Trailer and met with City of Champaign and Pioneer Seed Company personnel regarding potential decontamination support <b>September 5-7, 2017:</b> Coordinator attended Illinois Emergency Management Agency Summit in Springfield IL including session on Local Emergency Planning Committee Update and Pipeline Emergencies. <b>November 14, 2017:</b> Attended local Pipeline luncheon training. <b>June 27, 2017; November 28, 2017; February 27, 2018:</b> Hosted Local Emergency Planning Committee meetings.

**Attachment B. Status Of Compliance With N.P.D.E.S. Permit Conditions for Year 4**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

	BMP No.	Brief Description of Best Management Practice (BMP)	Status	Measurable Goal	Year 4 Milestone	Description of Activities
32	F.1.4	Hazardous material and storage management training.	<i>COMPLETE</i>	Conduct annual hazardous material and storage management training with appropriate staff. Track meeting agenda, materials, and attendee sign-in sheet. Review licensing annually.	License review and training session completed.	All relevant hazardous materials storage and handling reviewed with Facilities Director.
33	F.2.1	Storm water Pollution Prevention Plan (SWPPP) for County owned facilities.	<i>INCOMPLETE</i>	Prepare SWPPP for all County owned facilities.	Develop the Plan.	Present the Plan for adoption.
34	F.3.1	Investigate feasibility and effectiveness of integrated, bio-detention and filtering for County campus redesign.	<i>INCOMPLETE</i>	Review and develop a feasibility plan. Update feasibility plan each year, if necessary.	None identified.	NONE

There was no information collected from April 1, 2017, through March 31, 2018.

<b>Attachment D. N.P.D.E.S. Permit Activities for Reporting Year 5 (April 1, 2018 – March 31, 2019)</b> <b>CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT</b> <b>REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018</b>				
BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 4 Milestone	Year 5 Proposed Activity (4/1/18-3/31/19)
A.1.1	Flyers and information sheets at permit counter.	Develop and distribute one new educational material handout.	Distribute handout.	Distribute handout.
A.2.1	Inform business groups about MS4, NPDES, and BMPs.	Conduct one presentation per year, upon request.	Conduct one presentation, upon request.	Conduct a presentation upon request.
A.2.2	Inform developer, contractor, engineering, and architecture groups about MS4, NPDES, and BMPs.	Conduct one presentation each year.	Conduct one presentation.	Conduct one presentation.
A.2.4	Inform environmental, conservation, and citizen groups about MS4, NPDES, and BMPs upon request.	Conduct one presentation each year, upon request.	Conduct one presentation, upon request.	Conduct one presentation upon request.
A.6.1	Educational and informational material on web page.	Develop web page with annual updates on informational and educational materials.	Develop web page.	Post Annual MS4 Report to County website.
B.4.1	Comply with applicable State and local public notice requirements.	Annual number of meetings with MS4 related topics. Maintain electronic records of notices, agendas, and public participation.	Provide notice of pending stormwater regulatory changes and provide opportunity for public comment.	Post meeting announcements as required by law.
B.6.1	Intergovernmental Storm Water Management group meetings (coordination meetings for all Champaign County MS4 jurisdictions)	Hold at least four MS4 coordination meetings each year.	Attend meetings.	Attend MS4 meetings.
B.6.2	Prepare a storm water survey that can be used to capture public comment on the MS4 Storm Water Program	Prepare a storm water survey that can be used to capture annual public comment on the Champaign County Unincorporated MS4 Area Storm Water Program.	Make the Champaign County Unincorporated MS4 Area Storm Water Survey available on the Champaign County website.	Make the Champaign County Unincorporated MS4 Area Storm Water Survey available on the Champaign County website.

**Attachment D. N.P.D.E.S. Permit Activities for Reporting Year 5 (April 1, 2018 – March 31, 2019)**  
**CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT**  
**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 4 Milestone	Year 5 Proposed Activity (4/1/18-3/31/19)
B.6.3	Hold Annual Public Storm Water Meeting at the Champaign County Board Environment and Land Use Committee (ELUC) Meeting to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program.	Have the Champaign County Unincorporated MS4 Area Storm Water Program as an Agenda item at one ELUC Meeting each year.	Hold a public meeting to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program at the March 2018 regular meeting of the Champaign County Board's Environment and Land Use Committee (ELUC). Public comments will include (a) comments received from the April 2017 random sample survey of Champaign County Unincorporated MS4 Area Environmental Justice (EJ) Areas; (b) comments received from respondents of the Champaign County Unincorporated MS4 Area Storm Water Survey available on the Champaign County website during the period 4/1/17 through 3/1/18; and (c) comments made by public participation at the Public Meeting in March 2018. All public comments received in regards to the Champaign County Unincorporated MS4 Area Storm Water Program during Year 4	Hold a public meeting to receive public comments regarding the Champaign County Unincorporated MS4 Area Storm Water Program at the March 2019 regular meeting of the Champaign County Board's Environment and Land Use Committee (ELUC). Public comments will include (a) comments received from respondents of the Champaign County Unincorporated MS4 Area Storm Water Survey available on the Champaign County website during the period 4/1/18 through 3/1/19; and (c) comments made by public participation at the Public Meeting in March 2019.  All public comments received in regards to the Champaign County Unincorporated MS4 Area Storm Water Program during Year 5 will be reported in the Annual Facility Inspection Report for Year 5.

<b>Attachment D. N.P.D.E.S. Permit Activities for Reporting Year 5 (April 1, 2018 – March 31, 2019)</b> <b>CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT</b> <b>REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018</b>				
BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 4 Milestone	Year 5 Proposed Activity (4/1/18-3/31/19)
			will be reported in the Annual Facility Inspection Report for Year 4.	
B.6.4	Identify Environmental Justice areas within the Champaign County Unincorporated MS4 Area and include appropriate public participation.	Identify Environmental Justice (EJ) areas within the Champaign County Unincorporated MS4 Area and update EJ Areas annually based on the most current US Census information and randomly sample the EJ area population for storm water concerns using the Champaign County Unincorporated MS4 Area Storm Water Survey with a postage-paid reply envelope. Review the survey results at the next Annual Public Storm Water Meeting held at a meeting of the Champaign County Board's Environment and Land Use Committee (ELUC).	In April 2017 a random sample survey of the EJ population was conducted using the Champaign County Unincorporated MS4 Area Storm Water Survey with a postage-paid reply envelope. The results of that survey will be reviewed at the May 10, 2018, meeting of the Champaign County Board's Environment and Land Use Committee (ELUC) and reported in the Annual Facility Inspection Report for Year 4.	In April 2019 a random sample survey of <u>the updated EJ population for 2019</u> will be conducted using the Champaign County Unincorporated MS4 Area Storm Water Survey with a postage-paid reply envelope. The results of that survey will be reviewed at the March 2019 meeting of the Champaign County Board's Environment and Land Use Committee (ELUC) and reported in the Annual Facility Inspection Report for Year 5.
B.7.1	Fund aspects of NPDES MS4 implementation in the County's Land Resource Management Plan implementation budget including public involvement when appropriate.	Include NPDES MS4 requirements in the County's Land Resource Management Plan and include in annual long range work plan as required.	Include MS4 in work plan for FY17	Include MS4 in work plan for FY18



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**REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018**

BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 4 Milestone	Year 5 Proposed Activity (4/1/18-3/31/19)
C.1.1	Map drainage system out falls into streams and rivers.	Update as information is available and complete a system wide update every 3 years.	Develop drainage system map for unincorporated MS4 Area (50% completion)	(1) Develop drainage system map for unincorporated MS4 Area (100% completion) by 12/31/17.  (2) Maintain drainage system map for unincorporated MS4 Area.  (3) Develop drainage system map for County Highway system outside of MS4 Area (20% completion).
C.2.1	Prohibit illegal dumping and illicit discharges into drainage systems through nuisance ordinance.	Review existing Nuisance Ordinance and revise Ordinance to include illegal dumping and illicit discharges into drainage systems. Adopt a new Ordinance or amend existing Ordinance.	<del>Enforce amended Nuisance Ordinance.</del> <b>MILESTONE NOT ACHIEVED</b>	<b>REVISED. SEE BMP CHANGE:</b> Amend Nuisance Ordinance with new illicit discharge language.
C.3.1	Establish citizen complaint phone line for illegal dumping and illicit discharges into drainage systems.	Develop and maintain phone line.	Maintain complaint phone line and record of complaints.	Maintain complaint phone line and record of complaints.
C.3.2	Establish citizen complaint phone line for non-complying and/or non-functioning private sewage treatment systems	Develop and maintain complaint phone line.	Maintain complaint phone line and record of complaints.	Maintain complaint phone line and record of complaints.
C.3.3	Create a database of existing private sewage treatments systems and develop management plan to bring non-compliant systems into compliance.	Create database and develop and adopt management plan. Implement management plan.	Create database and develop management plan.	Create database and develop management plan.
C.6.1	Annual report to the Environment and Land Use Committee of the Champaign County Board.	Present Annual Report and place on file.	Annual report completed	Complete annual report.
D.1.1	Soil Erosion and Sediment Control regulations.	Review existing erosion and sediment control regulations. Prepare draft regulations for County Board adoption. Approve revised regulations.	Enforce Soil Erosion and Sediment Control regulations.	Enforce Soil Erosion and Sediment Control regulations.

Attachment D. N.P.D.E.S. Permit Activities for Reporting Year 5 (April 1, 2018 – March 31, 2019) CHAMPAIGN COUNTY, ILLINOIS MS4 ANNUAL FACILITY INSPECTION REPORT REPORTING PERIOD YEAR 4 (4/1/17 – 3/31/18) APRIL 1, 2018				
BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 4 Milestone	Year 5 Proposed Activity (4/1/18-3/31/19)
D.2.1	Erosion and Sediment Control BMPs.	Review and evaluate existing BMPs to determine which should be included in the erosion and sediment control ordinance. Review existing regulations and develop new regulations for the ordinance.	Review plans and development for appropriate use of BMPs as required by adopted ordinance and/or policy	Review Land Disturbance Erosion (LDEC) Permits for use of appropriate BMP's
D.3.1	Prohibit illegal dumping and illicit discharges into storm drainage system from construction activities.	Review existing Nuisance Ordinance and revise Ordinance language to include illegal dumping and illicit discharges into drainage systems from construction activities. Implement either a new Ordinance or amend existing Ordinance.	<del>Amend or adopt Nuisance Ordinance with updates.</del> MILESTONE NOT ACHIEVED	REVISED. SEE BMP CHANGE: Amend Nuisance Ordinance with new illicit discharge language
D.4.1	Develop procedures and processes to evaluate proposed construction site runoff mechanisms.	Develop procedures and processes to evaluate proposed construction site runoff mechanisms.	Implement and refine review procedures.	Implement and refine review procedures.
D.4.2	Training class/ workshop for evaluating and inspecting construction site runoff control mechanism.	Zoning Officer (or Director's designee) attendance at training class or workshop for evaluating and inspecting construction site runoff control mechanisms.	Director's designee attends training.	Director's designee attends training.
D.6.1	Develop procedures and processes to inspect construction sites for compliance with construction site runoff control mechanisms.	Develop procedures and processes to inspect construction sites for compliance with construction site runoff control mechanisms.	Implement and refine review procedures.	Implement and refine review procedures.
E.1.1	Implement a public education program about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from existing privately owned developed property.	Add a Green Infrastructure page to the Champaign County website to educate landowners about the benefits of green infrastructure and green housekeeping in minimizing the volume of storm water runoff and pollutants from existing privately owned developed property.	<del>Develop and implement a Champaign County Green Infrastructure &amp; Green Housekeeping web page</del> MILESTONE NOT ACHIEVED	REVISED. SEE BMP CHANGE: Develop and implement a Champaign County Green Infrastructure & Green Housekeeping web page

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BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 4 Milestone	Year 5 Proposed Activity (4/1/18-3/31/19)
E.1.2	Implement a public education program about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.	Add a Sustainable Lawn Care page to the Champaign County website to educate landowners about the water quality impacts of overuse of fertilizers and pesticides in non-agricultural uses.	<del>Develop and implement a Champaign County Sustainable Lawn Care web page</del> MILESTONE NOT ACHIEVED	REVISED. SEE BMP CHANGE: Develop and implement a Champaign County Sustainable Lawn Care web page
E.2.1	Require annual inspection of publicly-owned storm water management facilities (post- construction).	Establish and implement procedures for annual inspections of publicly-owned storm water management facilities to ensure facilities function as designed (post-construction) in the County SWPPP.	<del>Develop and implement procedures in the County SWPPP.</del> MILESTONE NOT ACHIEVED	REVISED. SEE BMP CHANGE: Develop and implement procedures in the County SWPPP
E.3.1	Develop procedures to ensure that storm water facilities are maintained to function as designed (post- construction).	Procedures identified for storm water facility maintenance (post-construction) in the County SWPPP.	Develop and implement procedures in the County SWPPP.	Develop and implement procedures in the County SWPPP.
E.3.3	Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training	Provide annual training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces. Require that contractors who are retained to manage or carry out the kinds of maintenance and relevant contractor employees also have annual training	Training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces.	Training in green infrastructure and/or low impact design techniques for all MS4 employees who manage or are directly involved in (or who retain others who manage or are directly involved in) the routine maintenance, repair, or replacement of public exterior surfaces.
E.4.1	Training class or workshop for evaluating and inspecting site runoff control mechanisms (post-construction).	Zoning Officer (or Director's designee) attendance at training class or workshop for evaluating and inspecting site runoff control mechanisms (post-construction).	Director's designee attends training.	Director's designee attends training.

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BMP No.	Brief Description of Best Management Practice (BMP)	Measurable Goal	Year 4 Milestone	Year 5 Proposed Activity (4/1/18-3/31/19)
E.5.1	Develop procedures and processes to inspect construction sites for compliance with runoff control mechanisms.	Develop procedures and processes to inspect construction sites for compliance with approved post-construction site runoff control mechanisms.	Develop and implement procedures.	Develop and implement procedures
F.1.1	Spill prevention protocol	Conduct annual spill prevention training with appropriate County staff. Track with meeting agenda, materials, and attendee sign-in sheet.	Training session completed.	Training session completed.
F.1.2	Spill response protocol	Conduct annual spill response training with appropriate County staff. Track with meeting agenda, materials and attendee sign-in sheet.	Training session completed.	Training session completed.
F.1.4	Hazardous material and storage management training.	Conduct annual hazardous material and storage management training with appropriate County staff. Track with meeting agenda, materials and attendee sign-in sheet. Review licensing annually.	License review and training session completed.	Complete a training session with appropriate staff and review relevant licenses.
F.2.1	Prepare a Stormwater Pollution Prevention Plan (SWPPP) for County owned facilities.	Prepare SWPPP for all County owned facilities.	Develop the plan.	Present the plan for adoption.
F.3.1	Investigate feasibility and effectiveness of integrated bio-detention and filtering for County campus redesign.	Review and develop a feasibility plan. Update feasibility plan each year, if necessary.	None identified.	None identified.

MSA QA

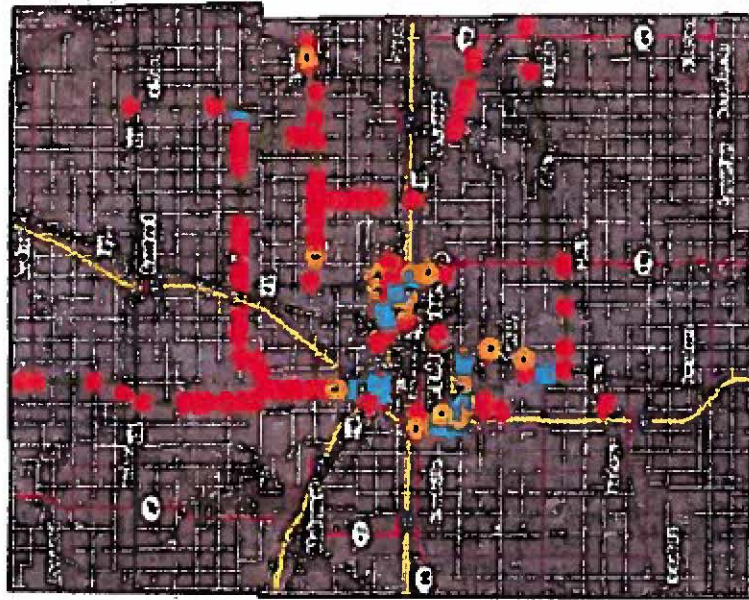
Page 1 of 1

**MSA QA**

- MSA Point Features
- Center Station
- Circle - Nec
- Flarehole
- Side Tr M

**MSA Linear Feature**

- Cable/ops
- UMCH



QA for MSA about new data collection

Acrometric C:\msa\qa\Map of GIS Consom.m

<http://esri.com/maps.aspx?home?ve=map/print.html>

5/10/2018





## Memorandum

**To:** Environment and Land Use Committee  
**From:** Susan Monte, RPC Planner  
**Date:** May 3, 2018  
**Re:** Champaign County MS4 Area Storm Water Survey Results

**Action Request:** For Information Only

### Summary

This memorandum contains information about the Champaign County MS4 Area Storm Water Survey and survey responses received. The survey was distributed in April, 2017 to a random sample of residents living within the identified Champaign County MS4 jurisdiction 'environmental justice' areas. Attachment A includes details about survey responses received. A short presentation about survey results will be provided at the May10 ELUC meeting.

### Background

*Survey Intent.* The Champaign County MS4 Area Storm Water Survey was administered to identify citizen concerns related to storm water within the Champaign County Urbanized Area. The Champaign County Urbanized Area includes Champaign, Urbana, Savoy, Tolono, and the all areas located within one half-mile of those municipalities.

The survey was conducted to satisfy the Champaign County MS4 Storm Water NPDES Annual Facility Report identified best management practice requirement regarding Public Involvement/Participation of Environmental Justice Areas within the Unincorporated MS4 Area.

*Pre-Test.* On February 28, 2017, CCRPC staff mailed a revised version of the Champaign County MS4 Storm Water Survey (Survey) and a stamped return envelope to a small (n = 10) random sample of property owners residing within the Champaign County MS4 Area.

*Study Area Population.* Champaign County's MS4 "qualifying" EJ Parcel jurisdiction is comprised of a total of 3909 parcels. Allowing a 95% confidence interval and a 5% margin of error, a random sample size of 350 is recommended for a population of 3909.<sup>1</sup>

*Survey Distribution.* On April 18, 2017, a total of 400 surveys were mailed to a randomly selected sample of recipients residing within Environmental Justice areas of the Champaign County MS4 Area. A bilingual copy (English/Spanish) of the survey is available on the Champaign County Department of Planning and Zoning Storm Water Program [webpage](#), and available upon request.

*Sample Size.* As of June 5, 2017, a total of 73 survey forms had been returned as 'not deliverable.' The random sample called for a minimum random sample size of 350. With 73 surveys not delivered, the sample size totaled 327. Subsequently Director John Hall authorized mailing of an additional 50 survey forms in order to meet the random sample size of 350.



*Response Rate.* As of June 5, 2017, a total of 67 mailed survey responses and 1 online survey response had been received. A response rate of 18 percent was reached with regard to the mailed survey. A 10%-15% response rate for a survey distributed by mail is considered an average.

A total of 13 respondents indicated they wanted to be notified about the County Board review of survey results, with 10 respondents providing contact info.

**Attachment A: Description of Survey Responses**

1) Is there a location in the Champaign County MS4 Area or Urbanized Area where you believe storm water drainage causes a problem during or after a rain event?

36% Yes      64% No

If "Yes" please describe location or nearest street intersection, and type of problem caused by storm water drainage.

Of the 26 sets of location or nearest street intersection information received,

- 3 responses were not applicable or not specific enough to understand.
- 13 location/nearest street intersections are located within the Champaign County MS4 Area. These locations are shown in blue in the table that follows.
- 9 location/nearest street intersections provided are located in either the City of Urbana or City of Champaign MS4 jurisdiction.

	Location	Within Champaign County MS4 Area ?	Type of Problem caused by Storm Water Drainage
1	Not specified	n/a	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic with any rain.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
2	511 Airport Rd	Yes	<ul style="list-style-type: none"> <li>- Storm water that causes property damage by flooding building(s) during large rain events.</li> </ul>
3	Cherry Hills Dr. & Windsor Rd. Entrance of Subdivision, right side as you leave subdivision by little house.	Yes	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic with any rain and large rain events.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> <li>- If a medium-heavy rain, the water pools up. In the winter it freezes and its a sheet of ice. Very dangerous.</li> </ul>
4	Dobbins & Campbell	Yes	<ul style="list-style-type: none"> <li>- Storm water in the street that seems to interfere with traffic during large rain events.</li> </ul>
5	In my basement (Aztec Place)	Yes	<ul style="list-style-type: none"> <li>- Storm water that causes property damage by flooding a building(s) during large rain events.</li> <li>- Storm water in the street that seems to interfere with traffic during any rain and large rain events.</li> <li>- Storm water so deep that it may be a safety concern during large rain events.</li> </ul>
6	Under bridge on Vine just south of University Ave.	No	<ul style="list-style-type: none"> <li>- Storm water in the street that seems to interfere with traffic during large rain events.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
7	Scottswood & California Ct.	Yes	<ul style="list-style-type: none"> <li>- Storm water than causes property damage by flooding a building(s) during large rain events.</li> <li>- Storm water in the street that seems to interfere with traffic during large rain events.</li> <li>- Storm water so deep that it may be a safety concern during large rain events.</li> </ul>
8	Windsor Rd. & Cherry Hills Dr.	Yes	<ul style="list-style-type: none"> <li>- Storm water than causes property damage by flooding a building(s) during any rain and large rain events.</li> <li>- Storm water in the street that seems to interfere with traffic during any rain and large rain events.</li> <li>- Storm water so deep that it may be a safety concern during any rain and large rain events.</li> <li>- Sometimes the rain freezes at this intersection and I have slid out onto Windsor Road before. This could be very dangerous.</li> </ul>



9	Perkins & High Cross	Yes	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
10	Neil St., Springfield to Windsor	No	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> </ul>
11	University at Casey's in Urbana	No	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
12	Kirby & Cobblefield	Yes	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
13	Windsor Rd. & Cherry Hills Dr.	Yes	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
14	Not specified	n/a	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
15	Corner of Dobbins & Welland	Yes	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic any rain.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
16	Railroad underpass on University Ave in Champaign	No	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> </ul>
17	Neighborhood street Home at 2803 Woodhaven Dr. Cherry Hills & Woodhaven Dr.	Yes	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> <li>- Storm water that causes property damage by flooding a building(s) during any rain.</li> </ul>
18	University Ave & Cunningham Ave.	No	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
19	All viaducts	No	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic any rain.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
20	Main St. west of Race by Urbana Park District Building	No	<ul style="list-style-type: none"> <li>- Storm water in the street that seems to interfere with traffic during large rain events.</li> </ul>
21	A few hundred feet south of Perkins Rd & High Cross Rd. on High Cross Rd.	No	<ul style="list-style-type: none"> <li>- Storm water in the street that seems to interfere with traffic during large rain events.</li> </ul>
22	East Main St, Urbana	Maybe (location not sufficiently specific)	<ul style="list-style-type: none"> <li>- Storm water in the street that seems to interfere with traffic during large rain events.</li> </ul>
23	Kirby Ave. & Neil St.	No	<ul style="list-style-type: none"> <li>- Storm water in the street that interferes with traffic during large rain events.</li> <li>- Storm water so deep it may be a safety concern during large rain events.</li> </ul>
24	Cunningham at University, Springfield	No	<ul style="list-style-type: none"> <li>- Storm water in the street that seems to interfere with traffic during any rain.</li> </ul>
25	Cobblefield Ct. & Byrnebruk	Yes	<ul style="list-style-type: none"> <li>- Storm water in the street that seems to interfere with traffic during large rain events.</li> </ul>
26	Curve where Main St. meets University Ave.	Yes	<ul style="list-style-type: none"> <li>- Storm water in the street that seems to interfere with traffic during large rain events.</li> </ul>

2) Is there any location in the Champaign County MS4 Area or Urbanized Area where you believe storm water gets polluted?

16% Yes      79% No      4% No Response

If "Yes" please describe location or nearest street intersection, and type of pollution.

Of the 11 responses received, five locations are within the Champaign County MS4 Area. These are highlighted in green on the table that follows.

Six responses received were about locations within either the City of Champaign or City of Urbana MS4 jurisdiction.

	Location	Within Champaign County MS4 Area ?	Type of Pollution
1	Not specified	n/a	- Trash on the ground or in the street that may wash into the storm sewer system.
2	Dobbins & Campbell	Yes	- Trash on ground or in the street that may wash into the storm sewer system.
3	2 Aztec Place, Champaign In my driveway.	Yes	- Trash on the ground or in the street that may wash into the storm sewer system. - A sanitary sewer that overflows onto the surface of the ground and/or empties into a stream. - Been broke down ever since I've been here.
4	Main & Cottage Grove	No	- Trash on the ground or in the street that may wash into the storm sewer system.
5	West Windsor Road & past Staley West	Maybe	- A sanitary sewer that overflows onto the surface of the ground and/or empties into a stream.
6	Underpasses	No	- Trash on the ground or in the street that may wash into the storm sewer system.
7	Dobbins & Welland	Yes	- Trash on the ground or in the street that may wash into the storm sewer system. - Yard waste, grass, leaves.
8	Prospect North of 74 and Crystal Lake Park	No	- Goose feces.
9	Carriage Estates Mobile Home Park (west side)	Yes	- Dumping of motor oil into a storm or onto the surface of the ground.
10	Jordan Dr. & Windsor Road, Champaign	No	- Culvert West of intersection - Farm field run off/trash/vegetation runs into culvert during any heavy rain.
11	Curve where Main St. meets University	Yes	- Storm water in street that seems to interfere with traffic during large rain events.

3) Do you recreate at any location in the Champaign County MS4 Area or Urbanized Area where water is a prominent feature?

21% Yes    73% No    6% No Response

If 'Yes', please describe the type of recreation at location.

If 'Yes', do you have concerns about water quality at this location?

If 'Yes', please indicate water quality concerns.

	Location	Type of Recreation	Concerned about water quality at location?	Water quality concerns
1	Tin Cup & Lake of Woods Rd.	- Camping - Walking along or near the shore	- No	n/a
2	Not specified	- Fishing	- No	n/a
3	Cherry Hills Dr. & Windsor Rd.	- Walking along or near the shore	- No	n/a
4	Copper Slough/Phinney Branch area	- Fishing from the shore - Kayak	- No	n/a
5	Crystal Lake Park	- Walking along or near the shore	- Yes	- Trash in the water that is unpleasant to see. - Trash in the water that causes pollution. - Other pollution in the water that may harm either myself or others. - Catching fish that may be unsafe to eat due to pollution.
6	Crystal Lake, Urbana	- Walking along or near the shore - Boating (paddle)	- Yes	- Trash in the water that is unpleasant to see. - Trash in the water that causes pollution. - Other pollution that is visible in the water and that harms the quality of the aquatic environment. - Other pollution in the water that may harm either myself or others who may come into contact with the pollution. - Algae.
7	Windsor Rd. & Scottsdale Dr. Valleybrook & Branch Rd.	- Walking along or near the shore	- Yes	- Trash in the water that is unpleasant to see. - Trash in the water that causes pollution. - Bank or shore erosion that harms the quality of the aquatic environment. - Other pollution that is visible in the water and that harms the quality of the aquatic environment. - Other pollution in the water than may harm either myself or others who may come into contact with the pollution.
8	Along the Phinney Branch	- Walking along or near the shore	- Yes	- Trash in the water that is unpleasant to see. - Trash in the water that causes pollution are water quality concerns.
9	Crystal Lake Park, Urbana	- Walking along or near the shore	- Yes	- Other pollution that is visible in the water and that harms the quality of the aquatic environment. Other pollution in the water that may harm either myself or others who may come into contact with the pollution.

10	Copper Slough & Lake Lincolnshire border my property	<ul style="list-style-type: none"> <li>- Walking along or near the shore</li> <li>- Wading and/or swimming</li> </ul>	- No	n/a
11	Not specified	<ul style="list-style-type: none"> <li>- Fishing from the shore</li> </ul>	- Yes	<ul style="list-style-type: none"> <li>- Catching fish that may be unsafe to eat due to pollution. But simply fish and release for enjoyment.</li> </ul>
12	Glenshire Retention Pond, Kaufman Lake, Lake of the Woods, Water Basin at Springfield & First, Lincolnshire Fields Lake	<ul style="list-style-type: none"> <li>- Walking along or near the shore</li> <li>- Fishing from the shore and from a boat</li> <li>- Boating</li> </ul>	- Yes	<ul style="list-style-type: none"> <li>- Bank or shore erosion that harms the quality of the aquatic environment,</li> <li>- Other pollution that is visible in the water and that harms the quality of the aquatic environment,</li> <li>- Other pollution in the water that may harm either myself or others who may come into contact with the pollution.</li> </ul>

4) Please feel free to add any other comments you have regarding storm water in the Champaign County MS4 Area or Urbanized Area.

Of the \_\_ responses received, \_\_ are within the Champaign County MS4 Area, and the remaining locations are within the Champaign MS4 or Urbana MS4 Areas.

1	I've noticed street flooding during and after rainfall has been an issue since I moved to Champaign in 2008.
2	The ditches around 511 Airport Rd. need to be redone so the water has some place to drain!
3	Dobbins & Campbell is much better than it used to be.
4	Residence on Fields South Road
5	I work at Fazoli's restaurant and Burger King in Savoy and also Real Estate Agency. I appreciate the survey. Cell phone 217-898-5738.
6	I am 90 years old and do not get out to observe such condition.
7	Just because I didn't mention any areas, I am a firm believer in monitoring the watershed areas that surround me.
8	Rain water does not drain well down Division Street from Thompson to Country Club Rd. in Urbana Township. Water drains down road instead of ditch. Country Club Rd. along Woodlawn Cemetery is a problem area. More of Bradley Ave. from Goodwin to 4th St. is problem area.
9	Having no problem with excess water.
10	When it rains hard Cunningham by McDonalds floods, University floods, Springfield floods. Patching up road on Cunningham is horrible! I think Champaign/Urbana road crews are the worse in the U. S. Time to leave Illinois.

5) Please indicate the nearest street intersection to your home.

A total of 54 survey participants (79%) responded to this question. Fourteen of the 68 survey participants (21%) did not respond to this question.



6) Please indicate the major watershed that you live in.

A summary of survey responses to this question follows:

Number of Survey Responders	Watershed
1	Embarras
2	Middle Wabash-Little Vermilion
17	Upper Kaskaskia
27	Vermilion
21	No response

Actual Responses from 68 Survey Participants to Survey Questions 5 and 6:

	Nearest Street Intersection to Your Home	Major Watershed That You Live In
1	West Anthony Dr. & Walters Dr.	Vermilion Watershed
2	Prairieview & Burwell	Vermilion Watershed
3	Brownfield Rd. & Johnson Ln.	Vermilion Watershed
4	no response	no response
5	Deerfield Drive & Trout Valley	Middle Wabash-Little Vermilion Watershed
6	no response	no response
7	Aztec & Campbell	Vermilion Watershed
8	Staley and Windsor Roads	Upper Kaskaskia Watershed
9	no response	no response
10	no response	no response
11	Cherry Hills Dr. & Windsor Rd.	Upper Kaskaskia Watershed
12	E. University Ave.	Vermilion Watershed
13	Aztec Place	no response
14	Byrnebruk & Trout Valley	Upper Kaskaskia Watershed
15	Cunningham & Perkins	Vermilion Watershed
16	no response	no response
17	Airport Rd. & Clifton Dr.	Vermilion Watershed
18	Aztec & Roland Dr.	Vermilion Watershed
19	Scottswood	Vermilion Watershed
20	no response	no response
21	Kirby & Staley	Upper Kaskaskia Watershed
22	Cherry Hills Dr. and Coppertree	Upper Kaskaskia Watershed
23	Dodson & Illinois	Vermilion Watershed
24	Smith Rd. & Rt. 150	Vermilion Watershed
25	no response	Vermilion Watershed
26	Cedric Dr. & Perkins Rd.	no response
27	no response	no response
28	Glenshire Dr. & Danbury Dr.	Upper Kaskaskia Watershed
29	Dodson & Nevada	Vermilion Watershed
30	Windsor Rd. & Eagle Ridge Rd.	Embarras Watershed
31	Kirby & Staley	Upper Kaskaskia Watershed
32	Main & Pfeffer	Vermilion Watershed

33	Woodfield/Byrnebruk	Upper Kaskaskia Watershed
34	Woodridge Rd. & Applewood Rd.	Upper Kaskaskia Watershed
35	Airport Rd. & Clifton Dr.	Vermilion Watershed
36	Edward & Carrie, Urbana	Vermilion Watershed
37	Windsor & Fields South Dr.	Upper Kaskaskia Watershed
38	no response	no response
39	Division St. & Greenview Dr. Urbana	Vermilion Watershed
40	no response	no response
41	Kyle & Kenneth	no response
42	no response	no response
43	CR1600 E. & University Ave.	Vermilion Watershed
44	Cove Creek Place & Coppertree Rd.	Upper Kaskaskia Watershed
45	Dobbins Drive	Vermilion Watershed
46	Kyle and Cindy Lynn	Vermilion Watershed
47	no response	no response
48	Cunningham	no response
49	no response	no response
50	Windsor Road	no response
51	Woodhaven & Lakewood	Upper Kaskaskia Watershed
52	Duncan and Windsor	Vermilion Watershed
53	Beck Drive and Brian Place	Vermilion Watershed
54	Kerr & Cunningham	Vermilion Watershed
55	1st and Windsor	no response
56	High Street & High Court, Urbana	Vermilion Watershed
57	E. Main & Dewey St, Urbana	no response
58	Kyle Sreet & High Cross	Vermilion Watershed
59	E. University Ave. & N. Smith Road	Vermilion Watershed
60	Staley & Far Hills Drive	Middle Wabash-Little Vermilion Watershed
61	Cherry Hills Drive & Lakeview Drive	Upper Kaskaskia Watershed
62	no response	Upper Kaskaskia Watershed
63	Kirby & Staley	Upper Kaskaskia Watershed
64	Cunningham	no response
65	Cobblefield & Byrnebruk	Upper Kaskaskia Watershed
66	no response	no response
67	Staley & Kirby	Upper Kaskaskia Watershed
68	High Street & Brady Lane	Vermilion Watershed

7) Would you like to be included on the mailing list?

A total of 13 respondents indicated they wanted to be notified about the County Board review of survey results, with 10 respondents providing contact info.



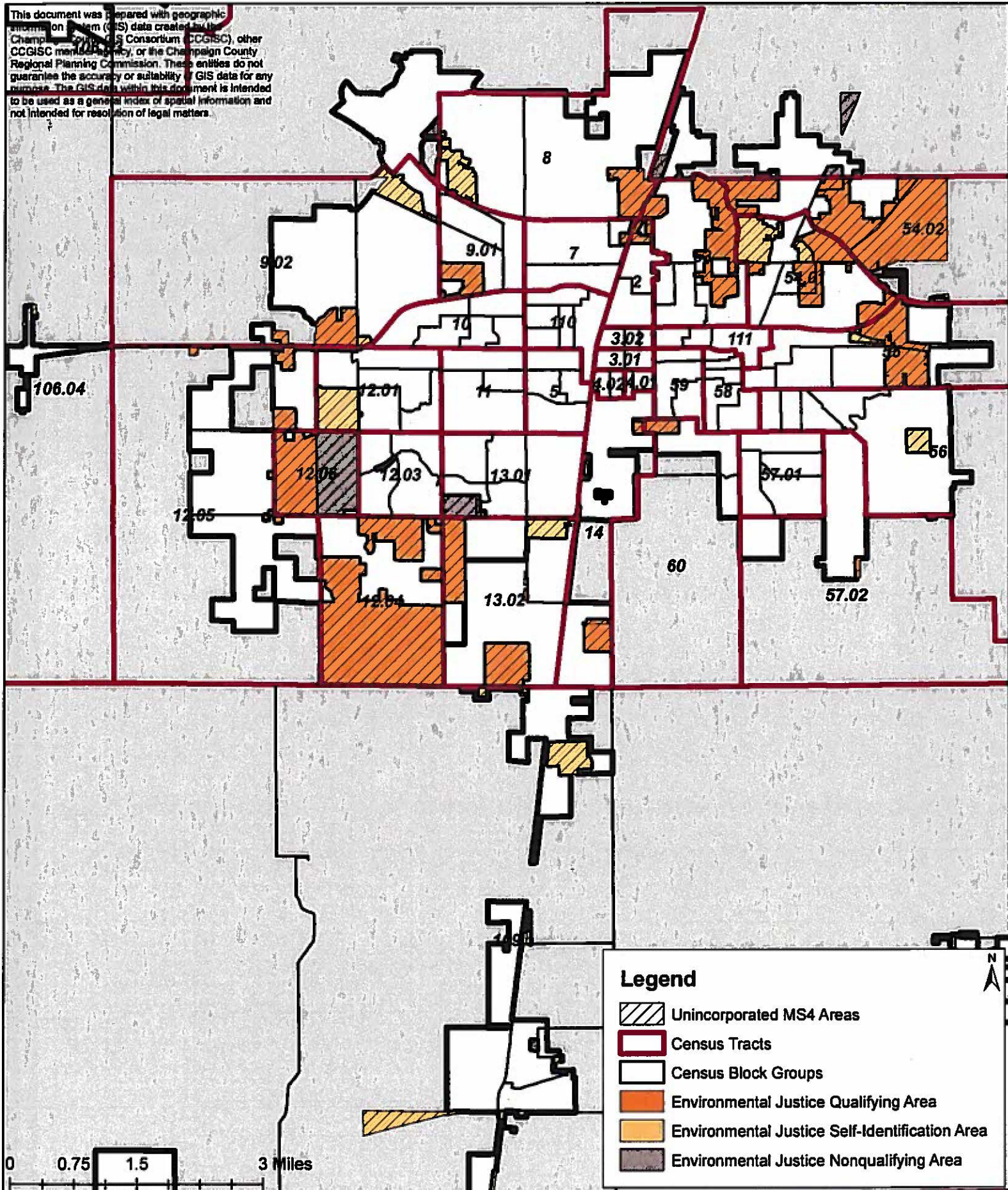
# MS4 Environmental Justice Areas: Unincorporated Champaign County

Prepared 22 January 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey



This document was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), other CCGISC member agency, or the Champaign County Regional Planning Commission. These entities do not guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this document is intended to be used as a general index of spatial information and not intended for resolution of legal matters.





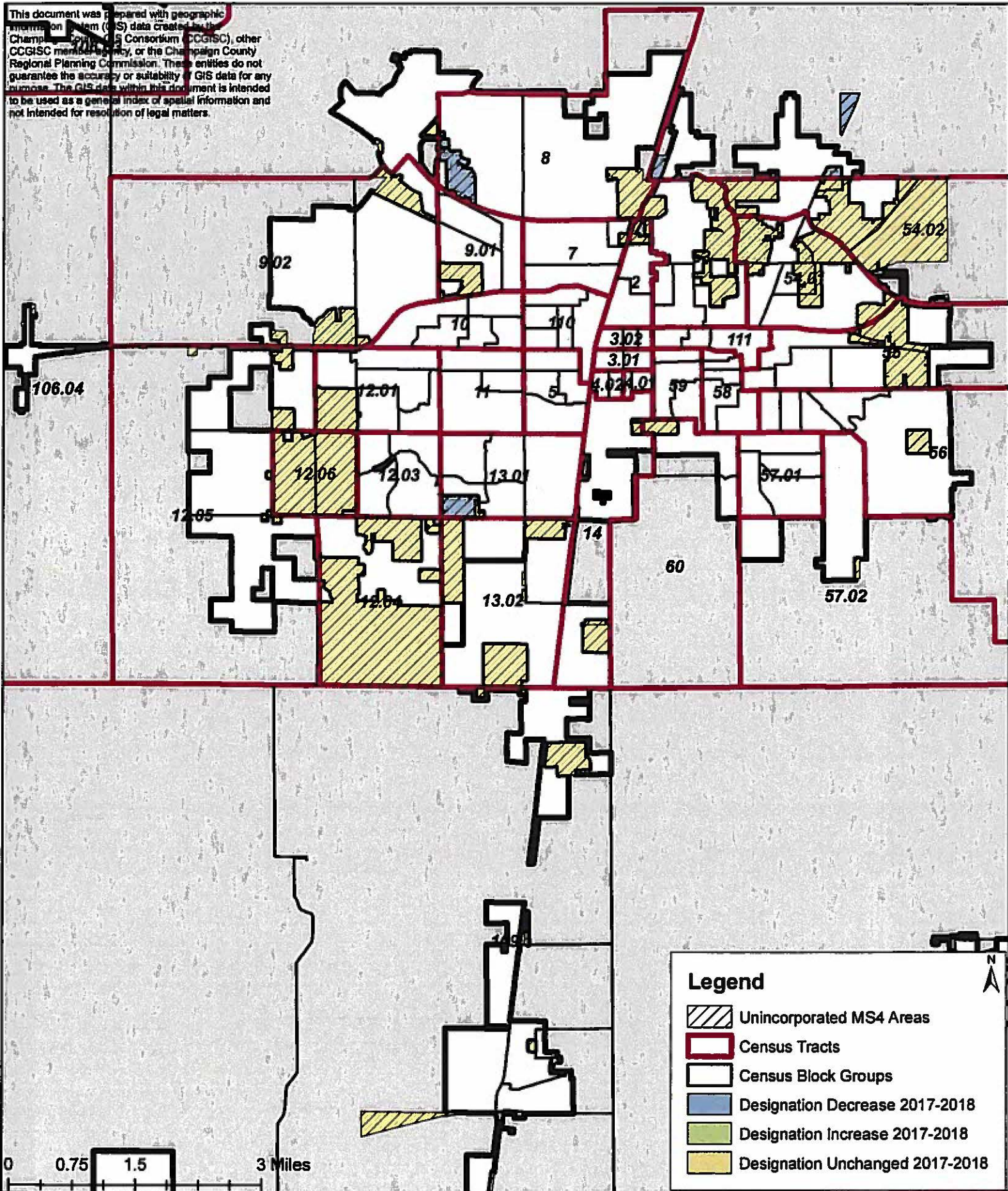
# 2017-2018 EJ Designation Change: Unincorporated Champaign County

Prepared 20 March 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey



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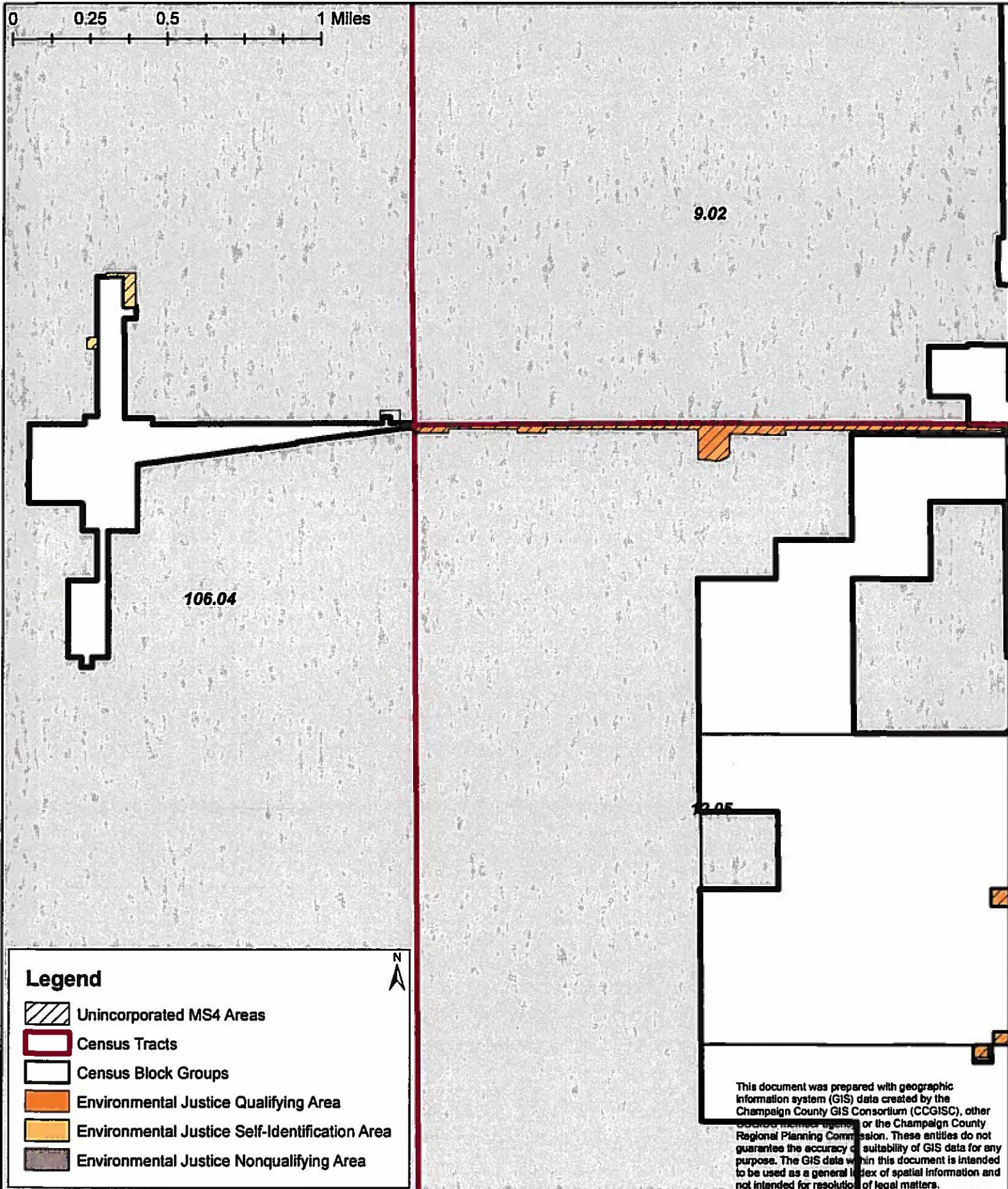




# MS4 Environmental Justice Areas: Bondville Area Detailed Map

Prepared 22 January 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey

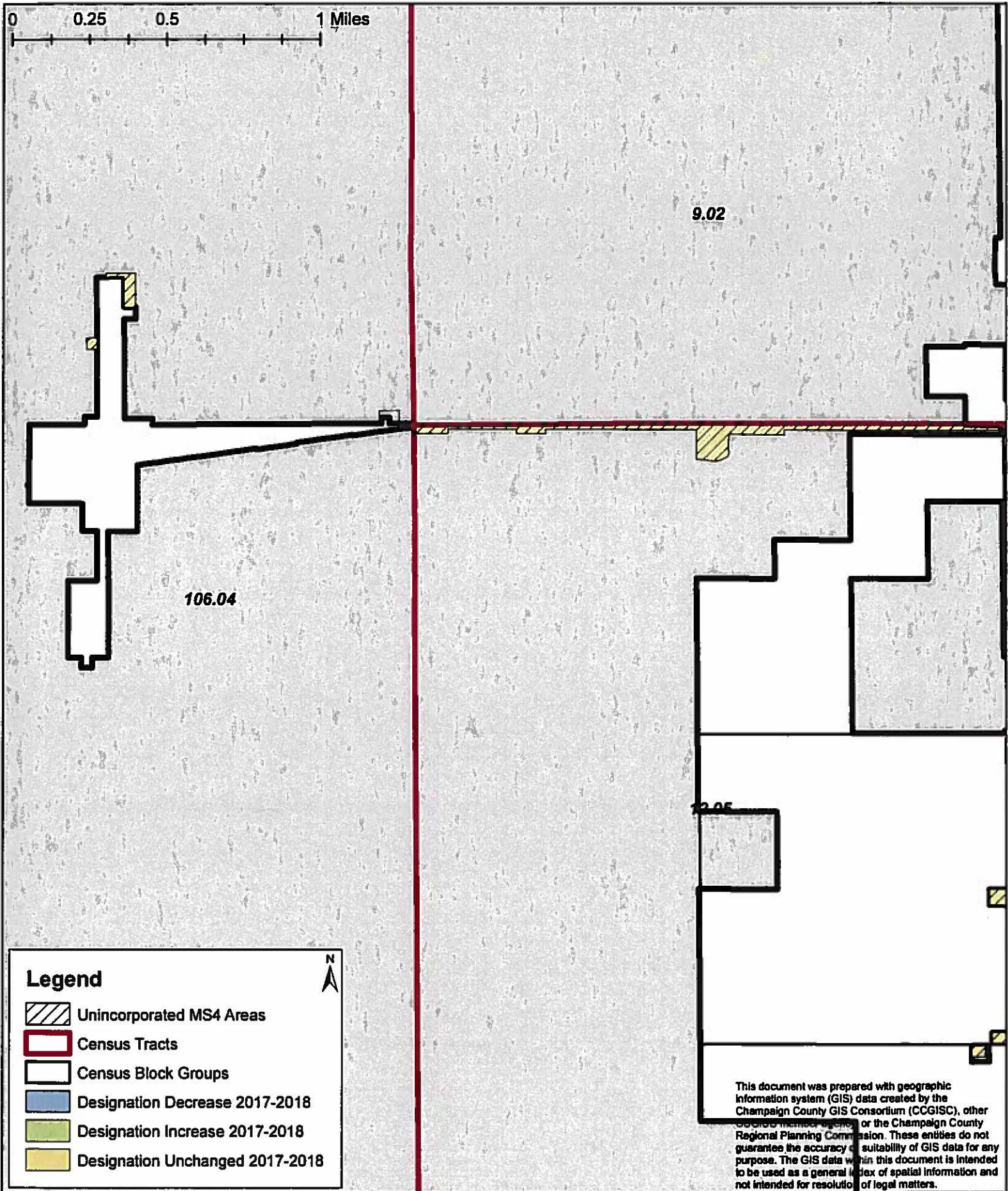




# 2017-2018 EJ Designation Change: Bondville Area Detailed Map

Prepared 20 March 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey



## Legend

- Unincorporated MS4 Areas
- Census Tracts
- Census Block Groups
- Designation Decrease 2017-2018
- Designation Increase 2017-2018
- Designation Unchanged 2017-2018

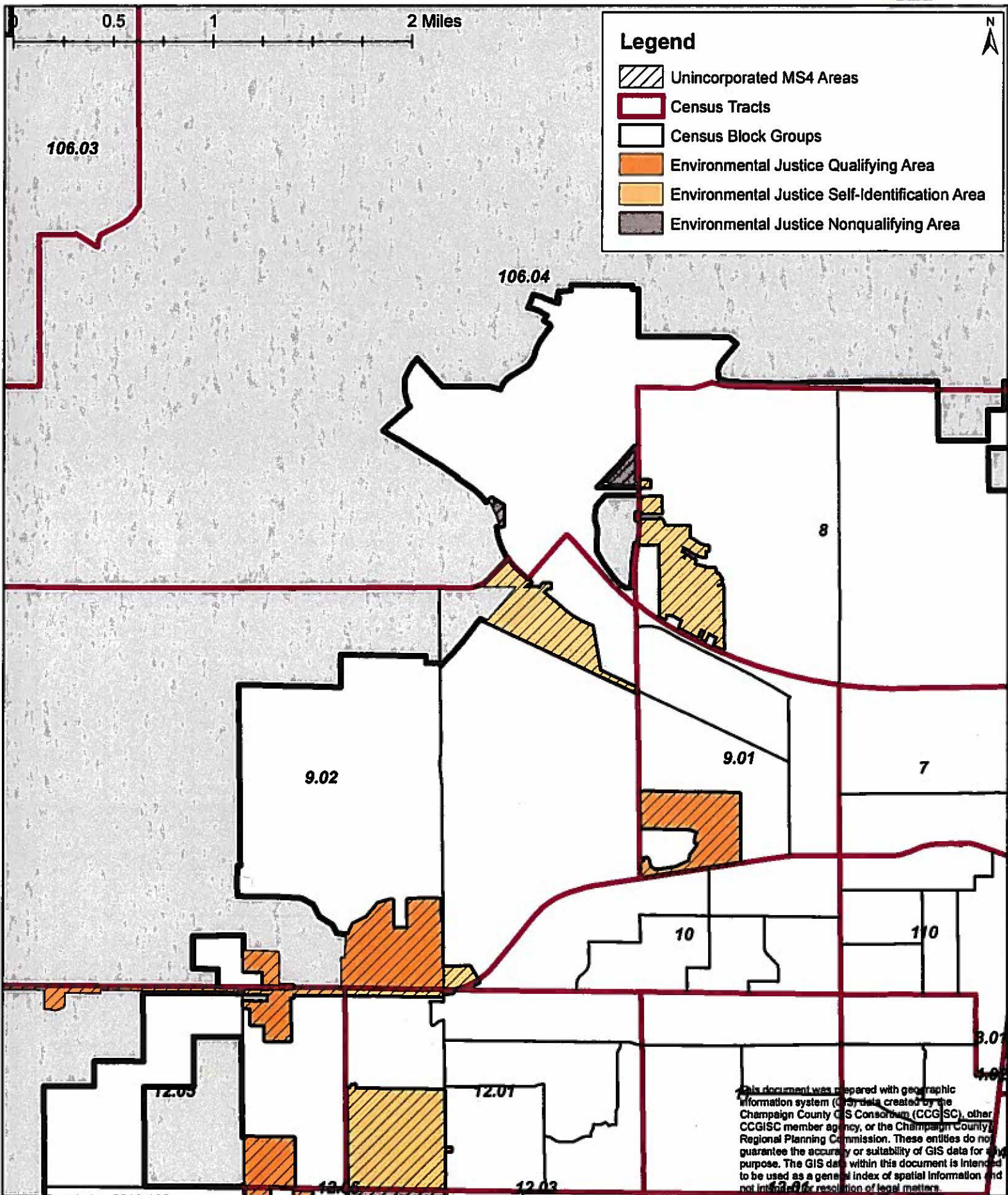
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# MS4 Environmental Justice Areas: Champaign Area Detailed Map

Prepared 22 January 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey

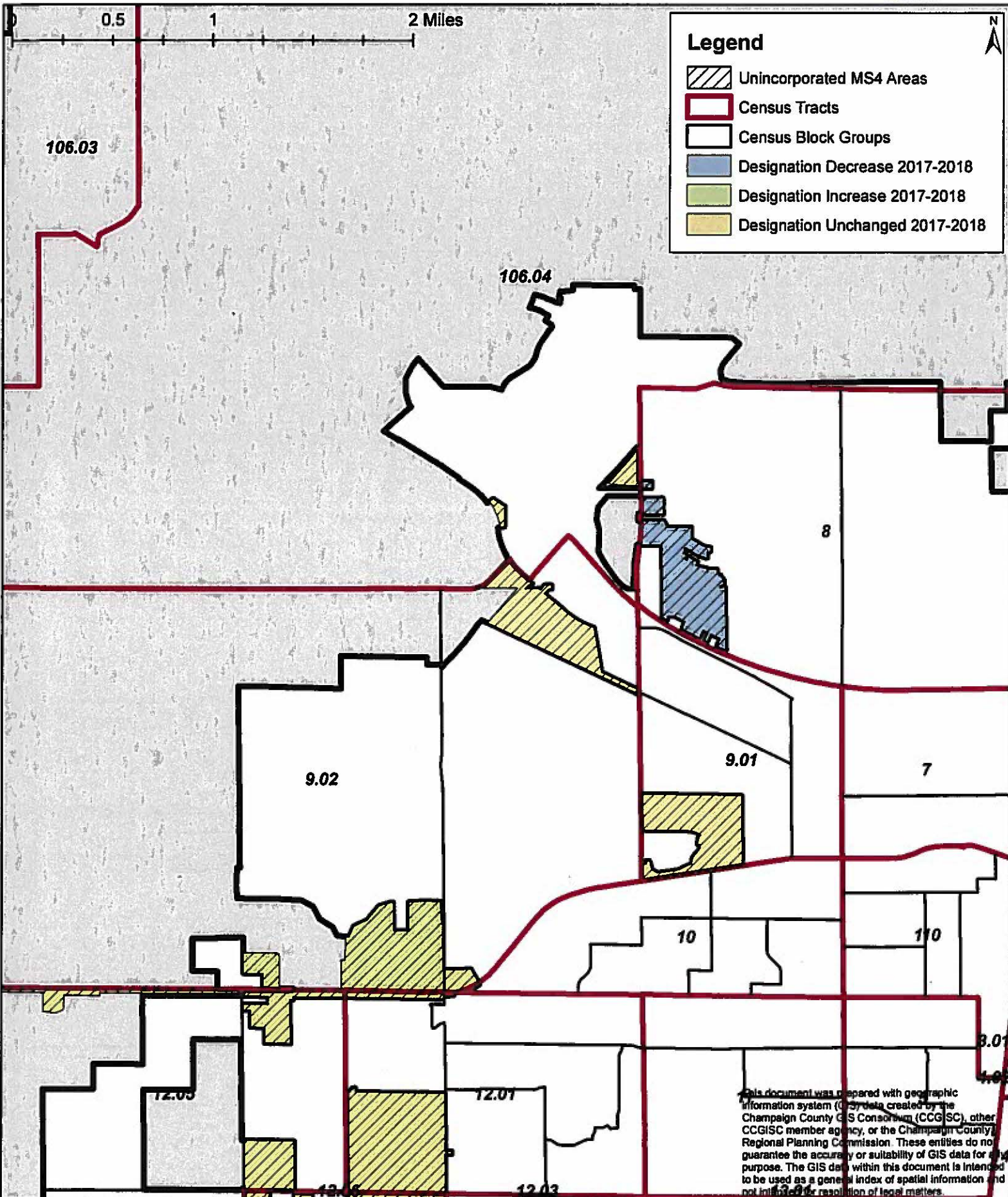




# 2017-2018 EJ Designation Change: Champaign Area Detailed Map

Prepared 20 March 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey





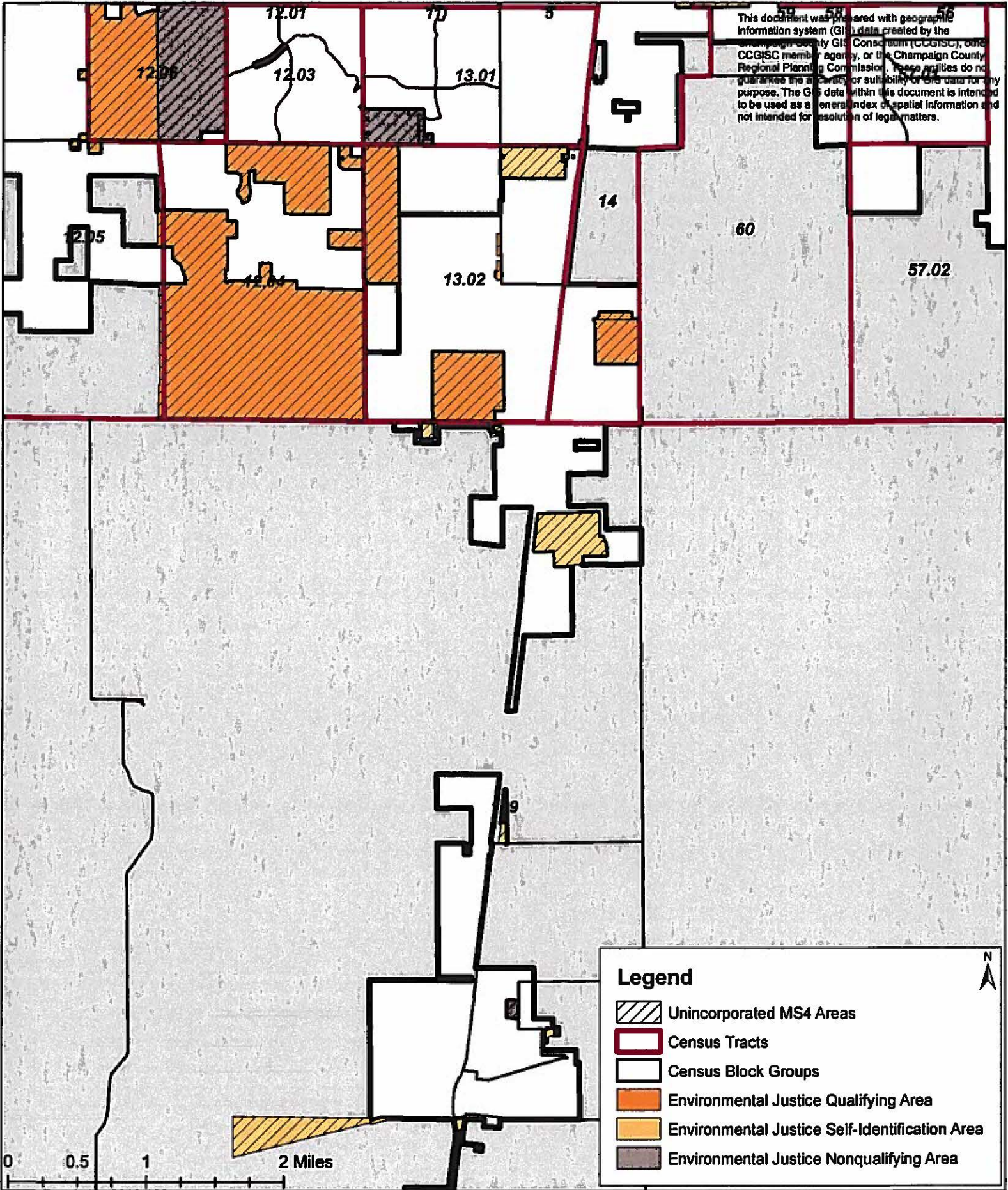
# MS4 Environmental Justice Areas: Savoy Area Detailed Map

Prepared 22 January 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey



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**Legend**

- Unincorporated MS4 Areas
- Census Tracts
- Census Block Groups
- Environmental Justice Qualifying Area
- Environmental Justice Self-Identification Area
- Environmental Justice Nonqualifying Area

N

0 0.5 1 2 Miles  
Resolution 2018-136



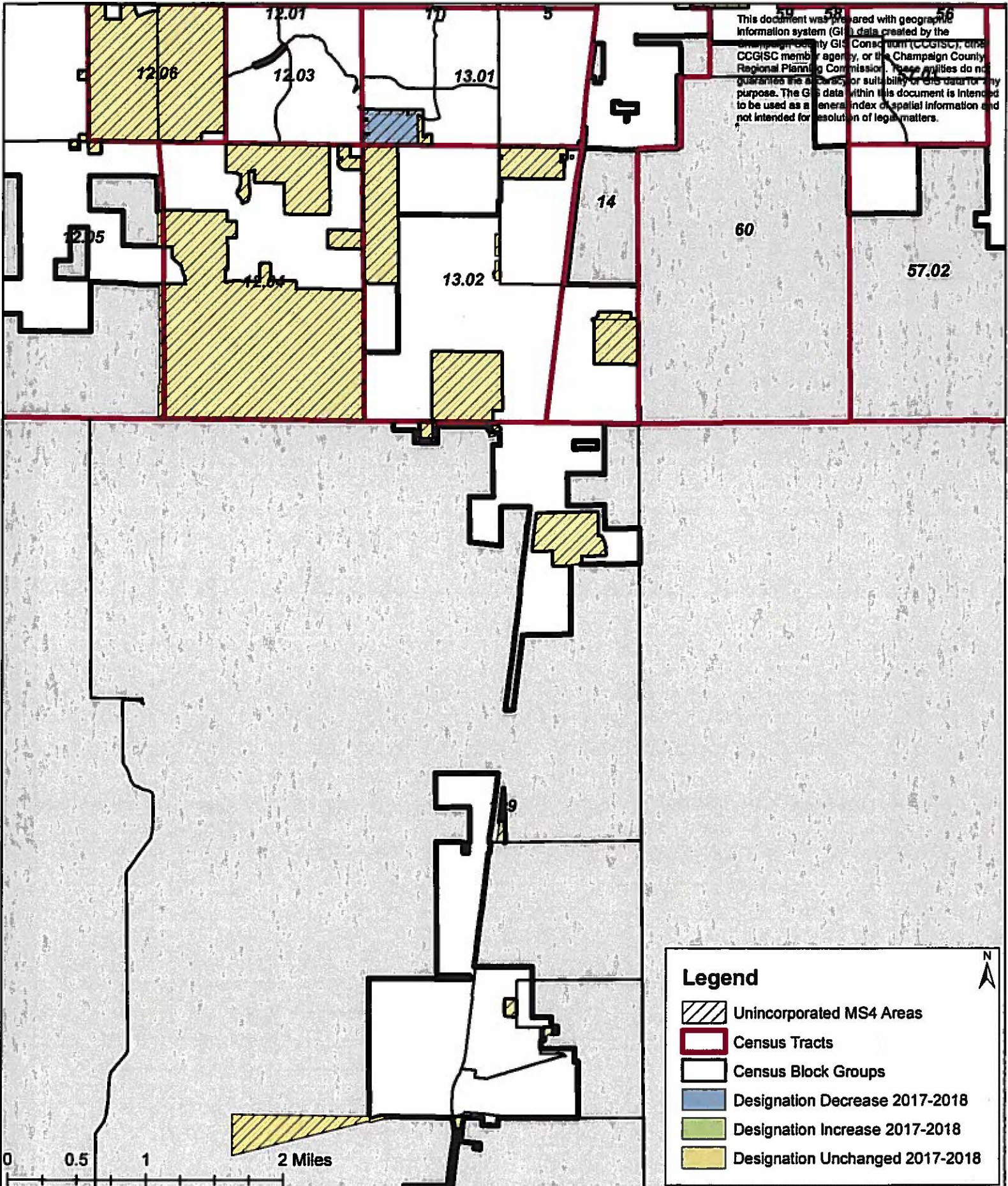
# 2017-2018 EJ Designation Change: Savoy Area Detailed Map

Prepared 21 March 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey



This document was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium (CCGIS), a CCGISC member agency, or the Champaign County Regional Planning Commission. These entities do not guarantee the accuracy or suitability of the data for any purpose. The GIS data within this document is intended to be used as a general index of spatial information and not intended for resolution of legal matters.



**Legend**

- Unincorporated MS4 Areas
- Census Tracts
- Census Block Groups
- Designation Decrease 2017-2018
- Designation Increase 2017-2018
- Designation Unchanged 2017-2018

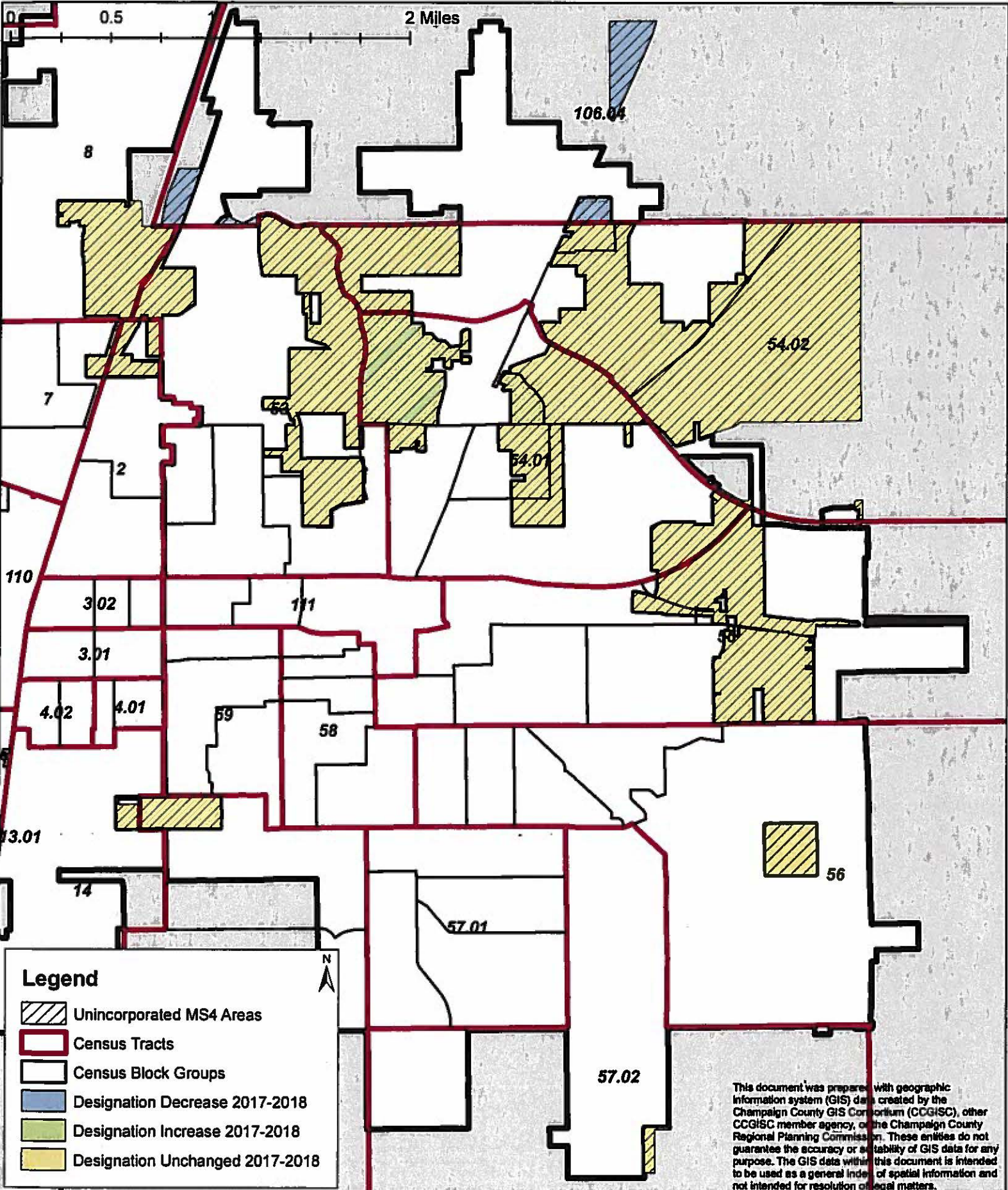
0 0.5 1 2 Miles  
Resolution 2018-136



# 2017-2018 EJ Designation Change: Urbana Area Detailed Map

Prepared 20 March 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey

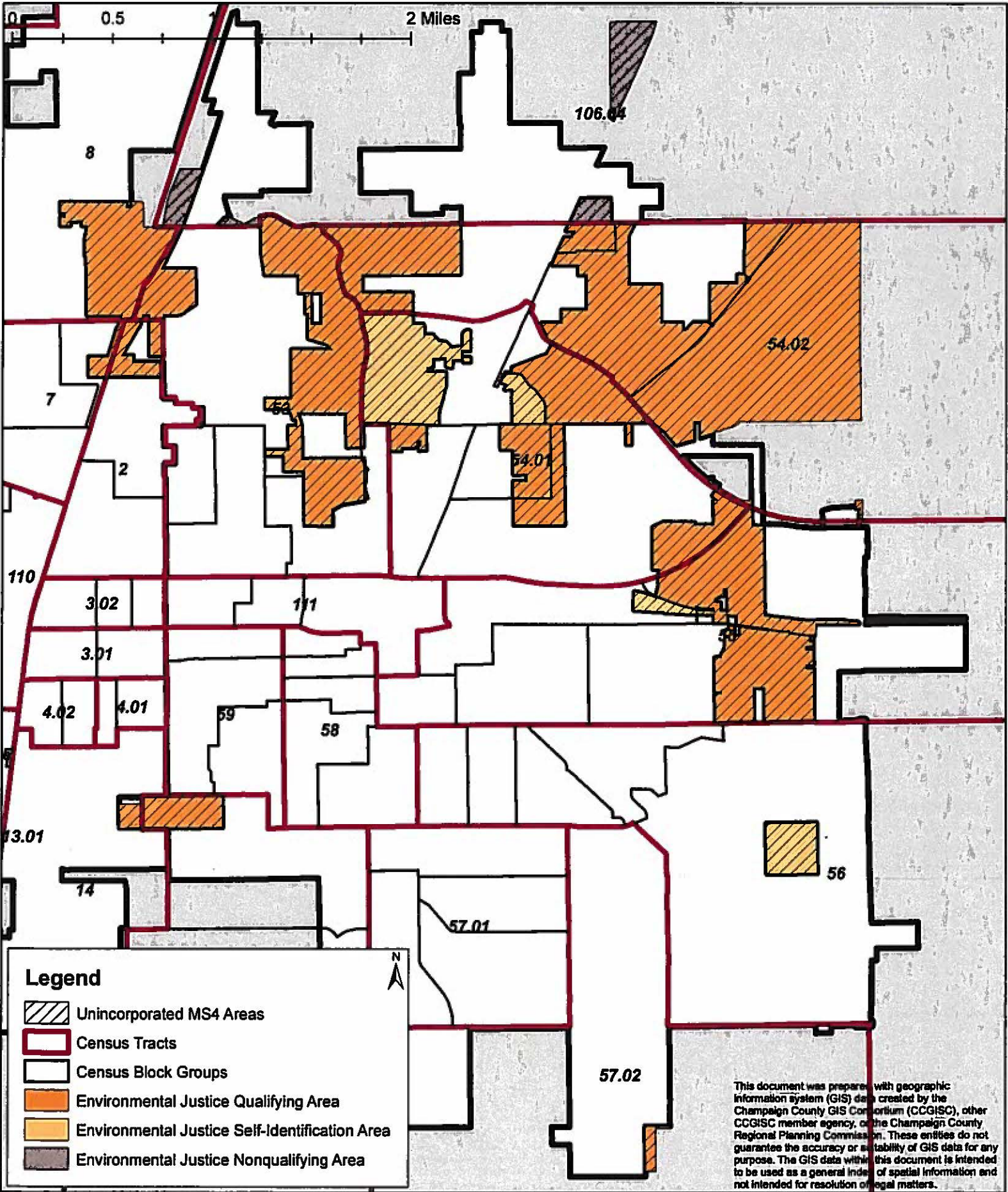




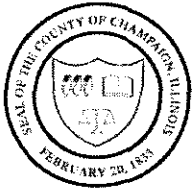
# MS4 Environmental Justice Areas: Urbana Area Detailed Map

Prepared 22 January 2018.

Source: U.S. Census Bureau; 2012-2016 American Community Survey







**CHAMPAIGN COUNTY BOARD  
HIGHWAY & TRANSPORTATION COMMITTEE  
Summary of Action Taken at the May 11, 2018 Meeting**

**MEMBERS PRESENT:** Lorraine Cowart (Chair), John Clifford, Jim McGuire, Max Mitchell, Chris Stohr,  
C. Pius Weibel  
**MEMBERS ABSENT:** Brad Clemmons, Steve Summers

<u>Agenda Item</u>	<u>Action Taken</u>
I. Call to Order	9:00 am
II. Roll Call	6 Committee members present, 2 members absent
III. Approval of Agenda/Addenda	Approved
IV. Approval of Minutes – April 6, 2018	Approved
V. Public Participation	None
VI. Communications	None
VII. County & Township Motor Fuel Tax Claims – April 2018	Approved
VIII. Bid Tab Results, CH 11 #17-00041-00-BR & #17-00042-00-BR	<i>Information Only</i>
IX. Resolution Awarding of Contract for CH 25 (Staley Rd) #18-00448-00-RS	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of Resolution Awarding of Contract for CH 25 (Staley Rd) #18-00448-00-RS</i></b>
X. Resolution Awarding of Contract for CH 19 #18-00049-00-BR	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of Resolution Awarding of Contract for CH 19 #18-00049-00-BR</i></b>
XI. Resolution for Contract Award Authority for Stop Sign Placement at Uncontrolled Intersections, #18-00447-00-SP	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of Resolution for Contract Award Authority for Stop Sign Placement at Uncontrolled Intersections, #18-00447-00-SP</i></b>
XII. Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Somer Township, #18-25052-00-BR	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund Pursuant to 605 ILCS 5/5-501, Somer Township, #18-25052-00-BR</i></b>
XIII. Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund Pursuant	<b><i>*RECOMMEND COUNTY BOARD APPROVAL of Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund</i></b>

<u>Agenda Item</u>	<u>Action Taken</u>
to 605 ILCS 5/5-501, Raymond Township, #18-21053-00-BR	<i>Pursuant to 605 ILCS 5/5-501, Raymond Township, #18-21053-00-BR</i>
XIV. Review of the Champaign County Pavement Management System 2018-2022, Maintenance and Rehabilitation Plan	<i>Information Only</i>
XV. Other Business	None
XVI. Chair's Report	None
XVII. Designation of Items to be Placed on the Consent Agenda	IX, X, XI, XII, XIII
XVIII. Adjournment	10:14 AM

\*Denotes Inclusion on the Consent Agenda

**COMMITTEE OF THE WHOLE**  
**Finance/ Policy, Personnel, & Appointments/Justice & Social Services**  
 County of Champaign, Urbana, Illinois  
 Summary of Action Taken Tuesday, May 15, 2018

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<u>Agenda Items</u>	<u>Action</u>
I. <u>Call To Order</u>	6:35 p.m.
II. <u>Roll Call</u>	19 members present
III. <u>Approval of Agenda/Addenda</u>	Approved
IV. <u>Approval of Minutes</u> A. April 10, 2018	Approved
V. <u>Public Participation</u>	Brent Frye, Jennifer Putman, Steph Corum, Lisa Benson, Kip Pope, Lindsey Yanchus, Belden Fields, Scott Tapley, Cathy Emanuel, Edra Scofield, Claudia Lennhoff, Mary Hodson, Dottie Vura-Weis
VI. <u>Communications</u>	
VII. <u>Justice &amp; Social Services</u>	
A. Champaign County Recognized as Innovator County by the Stepping Up Initiative	Information Only
B. Sheriff	
1. Request Approval of Application for, and If Awarded, Acceptance of Category 3 JMHCP Grant	<b>*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing the Application for, and If Awarded, Acceptance of Category 3 JMHCP Grant</b>
C. Monthly Reports	Reports Received and Placed on file
1. Emergency Management Agency – April 2018	
2. Head Start – April 2018	
3. Probation & Court Services – March 2018 and 1 <sup>st</sup> Quarter Statistical Report	
4. Public Defender – March 2018	
5. Veterans’ Assistance Commission – March 2018	
D. Other Business	None
E. Chair’s Report	None
F. Designation of Items to be Placed on the Consent Agenda	B1
VIII. <u>Policy, Personnel, &amp; Appointments</u>	
A. Appointments/Reappointments ( <i>*italicized name indicates incumbent</i> )	
1. Board of Review-2 Positions (1D/1R), Term June 1, 2018-May 31, 2020	<b>*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Appointing Elizabeth Burgener-Patton and Robert Zebe to the Board of Review, Terms 6/1/2018-5/31/2020</b>
• Elizabeth Burgener-Patton (D)	
• Robert (Zebo) Zebe (R)	
2. Penfield Water District-2 Positions, Term June 1, 2018 – May 31, 2023	<b>*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Appointing Robert Kettner and Randall Zindars to the</b>
• Robert Kettner	
• Randall Zindars	

*Committee of the Whole  
Finance; Policy, Personnel, & Appointments; Justice & Social Services  
Summary of Action Taken May 15, 2018  
Page 2*

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**Agenda Items**

**Action**

*Penfield Water District Board, Terms  
6/1/2018-5/31/2023*

3. Sangamon Valley Public Water District – 2 Positions, Term June 1, 2018 – May 31, 2023
  - *Robert Buchanan*
  - *Michael Melton*

**\*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Appointing Robert Buchanan and Michael Melton to the Sangamon Valley Public Water District Board, Terms 6/1/2018-5/31/2023**

4. Dewey Community Public Water District – 2 Positions, Term June 1, 2018-May 31, 2023
  - *Karen Hughey*
  - *William Roller*

**\*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Appointing Karen Hughey and William Roller to the Dewey Community Public Water District Board, Terms 6/1/2018-5/31/2023**

5. Urbana-Champaign Sanitary District 1 Position (R), Term June 1, 2018-May 31, 2021
  - *Jerry Lyke*

**RECOMMEND COUNTY BOARD APPROVAL of Resolutions Appointing Jerry Lyke to the Urbana-Champaign Sanitary District Board, Term 6/1/2018-5/31/21**

**B. County Clerk**

1. April 2018 Report

Received and Placed on File

**C. County Administrator**

1. Administrative Services Monthly Report – April 2018

Received and placed on file

**D. Other Business**

1. Appointment of Stan Harper as Chair of the County Facilities Committee
2. Appointment of Shana Crews as Vice-Chair of the County Facilities Committee

**\*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Appointing Stan Harper as Chair of the Facilities Committee and Shana Crews as the Vice-Chair of the Facilities Committee**

**E. Chair's Report**

1. County Board Appointments Expiring June 30, 2018: Various Cemetery Boards/Associations; Forest Preserve District; Board of Health; and the Developmental Disabilities Board

Information Only

**F. Designation of Items to be Placed on the Consent Agenda**

A1-4; D1-2

**IX. Finance**

**A. Budget Amendments/Transfers**

1. Budget Amendment 18-00013  
Fund 076 Tort Immunity Tax / Dept. 075 General County Appropriations: None  
Decreased Revenue: -\$48,450  
Reason: Remove Budgeted Property Tax Revenue Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.

**\*RECOMMEND COUNTY BOARD APPROVAL of Resolutions Authorizing Budget Amendments 18-00013, 18-00014, 18-00015, 18-00016, 18-00017, 18-00022, 18-00023, 18-00024, 18-00021, 18-00025, 18-00026, 18-00027, 18-00028, and Budget Transfer 18-00004**

*Committee of the Whole*  
*Finance; Policy, Personnel, & Appointments; Justice & Social Services*  
*Summary of Action Taken May 15, 2018*  
*Page 3*

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**Agenda Items**

**Action**

2. Budget Amendment 18-00014  
Fund 080 General Corporate / Dept. 075 General County  
Appropriations: None  
Decreased Revenue: -\$474,119  
Reason: Remove Budgeted Property Tax Revenue Associated with Levying to Capture New Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
3. Budget Amendment 18-00015  
Fund 089 County Public Health / Dept 049 Board of Health  
Decreased Appropriations: -\$33,641  
Decreased Revenue; -\$33,641  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
4. Budget Amendment 18-00016  
Fund 083 County Highway / Dept. 060 Highway  
Decreased Appropriations: -\$74,465  
Decreased Revenue: -\$74,465  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
5. Budget Amendment 18-00017  
Fund 084 County Bridge / Dept. 060 Highway  
Appropriations: None  
Decreased Revenue: -\$37,352  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
6. Budget Amendment 18-00022  
Fund 090 Mental Health / Dept. 053 Mental Health Board  
Decreased Appropriations: -\$138,315  
Decreased Revenue: -\$138,315  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
7. Budget Amendment 18-00023

*Committee of the Whole*  
*Finance; Policy, Personnel, & Appointments; Justice & Social Services*  
*Summary of Action Taken May 15, 2018*  
*Page 4*

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**Agenda Items**

**Action**

- Fund 108 Developmental Disability / Dept. 050  
Developmental Disability Board  
Decreased Appropriations: -\$115,402  
Decreased Revenue: -\$115,402  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
8. Budget Amendment 18-00024  
Fund 081 Nursing Home / Dept. 410 Administrative  
Decreased Appropriations: -\$37,829  
Decreased Revenue: -\$37,829  
Reason: Remove Budgeted Property Tax Revenue, and Related Budgeted Expenditure, Associated with Levying to Capture new Growth in a Potential Hospital Property Tax Case Ruling. A Ruling has not Occurred, and the County will not Receive the Additional Property Tax Revenue.
9. Budget Amendment 18-00021  
Fund 614 Recorder's Automation / Dept. 023 Recorder  
Increased Appropriations: \$6,700  
Increased Revenue: None: from Fund Balance  
Reason: to Pay for Temporary Workers for a Special Digitization Project
10. Budget Amendment 18-00025  
Fund 080 General Corporate / Dept. 028 Information Technology  
Increased Appropriations: \$19,893  
Increased Revenue: None: from Fund Balance  
Reason: Funds Needed to Cover Unexpected Purchase of Sophos Antivirus Software to Clean-up the Virus Outbreak at the Courthouse, Sheriff's Office and Adult Detention Center.
11. Budget Amendment 18-00026  
Fund 080 General Corporate / Dept. 040 Sheriff  
Increased Appropriations: \$11,025  
Increased Revenue: \$11,025  
Reason: Funds Received this FY for Totaled Squad Car (#19) to be Placed back into Automobile/Vehicle Line Item to Allow for Replacement
12. Budget Amendment 18-00027  
Fund 630 Circuit Clerk Operation & Administration / Dept. 030 Circuit Clerk  
Increased Appropriations: \$115,424  
Increased Revenue: None: from Fund Balance

*Committee of the Whole*  
*Finance; Policy, Personnel, & Appointments; Justice & Social Services*  
*Summary of Action Taken May 15, 2018*  
*Page 5*

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**Agenda Items**

**Action**

Reason: Transfer of Salary Lines from 613 Court Automation to 630 Clerk Operations to Cover 2018 Salary of Court Technology Specialist

13. Budget Amendment 18-00028  
Fund 633 St. Attorney Records Automation / Dept. 041 State's Attorney  
Increased Appropriations: \$5,000  
Increased Revenue: None: from Fund Balance  
Reason: to Pay for Data Importation and Document Management Subscriptions. Subscription is for the Carle Property Tax Case.
14. Budget Transfer 18-00004  
Fund 080 General Corporate / Dept. 075 General County  
Amount: \$101,000  
Reason: to Transfer the Funds to Pay the Nursing Home MSN Settlement Obligation

**B. Treasurer**

1. Monthly Report – April 2018
2. General Corporate Fund Cash Flow Report Presentation
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 14-03-36-305-013

Reports Received and Placed on File

***\*RECOMMEND COUNTY BOARD APPROVAL of a 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 14-03-36-305-013***

**C. Auditor**

1. Monthly Report – April 2018
2. Resolution Authorizing Inter-fund Loans from Fund Reserves to Other Funds

Received and Placed on File

***\*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Authorizing Inter-fund Loans from Fund Reserves to Other Funds***

**D. Nursing Home & County Administration**

1. April Cash Flow Report
2. Financial Statement Summary Report
3. Nursing Home Cash Flow Management Recommendation

Reports Received and Placed on File

***\*RECOMMEND COUNTY BOARD APPROVAL of a Resolution for Nursing Home Cash Flow Management***

**E. County Administrator**

1. FY2018 General Corporate Fund Budget Projection & Budget Change Reports
2. Resolution Adopting Champaign County Financial Policies

Received and Placed on File

***\*RECOMMEND COUNTY BOARD APPROVAL of a Resolution Adopting the Champaign County Financial Policies***

*Committee of the Whole  
Finance; Policy, Personnel, & Appointments; Justice & Social Services  
Summary of Action Taken May 15, 2018  
Page 6*

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<u>Agenda Items</u>	<u>Action</u>
3. Resolution Authorizing the FY2019 Budget Process a. Option A b. Option B	Resolution Option A-Amended and Resolution Option B for the FY2019 Budget Process Forwarded to County Board without Recommendation
F. Other Business	None
G. Chair's Report	None
H. Designation of Items to be Placed on the Consent Agenda	A1-14; B3; C2; D3; E2
<b>X. Other Business</b>	
A. Approval of April 10, 2018 Closed Session Minutes	Approved
B. Demonstration of the Parcel Sliver Detector GIS On-Line Application	No Action
<b>XI. Adjournment</b>	9:20 p.m.

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. 2018-139

PAYMENT OF CLAIMS AUTHORIZATION

MAY, 2018

FY 2018

WHEREAS, The County Auditor has examined the Expenditure Approval List of Claims against the County of Champaign totaling \$5,826,866.55 including warrants 574572 through 575787; and

WHEREAS, The claims included on the list were paid in accordance with Resolution No. 1743; and

WHEREAS, Claims against the Mental Health Fund do not require County Board approval and are presented for information only; and

WHEREAS, The County Auditor has recommended the payment of all claims on the Expenditure Approval List; and

WHEREAS, The County Board finds all claims on the Expenditure Approval List to be due and payable;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that payment of the claims totaling \$5,826,866.55 including warrants 574572 through 575787 is approved.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24th day of May, A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

RESOLUTION NO. 2018-140

PURCHASES NOT FOLLOWING PURCHASING POLICY

May 2018

FY2018

WHEREAS, Purchases by Champaign County offices and departments sometimes occur that are not in compliance with the Champaign County Purchasing Policy; and

WHEREAS, The Champaign County Auditor must present those purchases to the Champaign County Board for approval of payment;

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the purchases not following purchasing policy as presented by the Champaign County Auditor on May 24, 2018 are hereby approved for payment.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

PURCHASES NOT FOLLOWING THE PURCHASING POLICY, AND EMERGENCY PURCHASES

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
<b>FY2016 PAYMENTS MADE IN FY2018</b>						
** Nursing Home	081-410-534.37	VR#044-310	03/12/2018	Late fee 9/24/16	Medline Industries Inc	\$ 95.64
** Nursing Home	081-410-534.37	VR#044-318	03/12/2018	Late fee 10/22/16	Medline Industries Inc	\$ 76.51
** Nursing Home	081-410-534.37	VR#044-330	03/12/2018	Late fee 11/19/16	Medline Industries Inc	\$ 46.16
** Nursing Home	081-various	VR#044-331	03/12/2018	Medical supplies 10/26-31/2016	Uvanta of Central Illinois	\$ 30,822.04
** Nursing Home	081-410-534.37	VR#044-350	03/12/2018	Late fee 12/31/16	Medline Industries Inc	\$ 7.52
** Correctional Center	080-140-522.19	VR#140-176	05/01/2018	Uniform return 1/27-11/26/16	Ray O'Herron Co, Inc	\$ (145.00)
<b>FY2017 PAYMENTS MADE IN FY2018</b>						
** Supervisor of Assessmnt	080-025-533.95	VR#025-030	04/17/2018	Credit for Hotel room 12/17	Visa Cardmember Service	\$ (425.81)
** Regional Planning Comm	075-739-533.92	VR#029-700	05/03/2018	C-carts for Jul-Sep'17	Champaign-Urbana Mass Trans	\$ 69,835.63
** Circuit Court	080-031-533.03	VR#031-110	04/05/2018	Attorney service 8/10-12/14/17	Diana Lenik	\$ 187.50
** Sheriff	080-040-533.94	VR#040-132	04/11/2018	Towing 12/2/17	Reynolds Towing Service Inc	\$ 285.00
** Sheriff	080-040-533.94	VR#040-137	04/13/2018	Towing 12/22/17	Reynolds Towing Service Inc	\$ 252.50
** Nursing Home	081-430-533.07	VR#044-019	01/11/2018	Taxi service 12/1-28/17	Quality Limo & Taxi Inc	\$ 1,800.00
** Nursing Home	081-410-534.75	VR#044-078	02/08/2018	AA & C violation Jun 17	Illinois Dept of Public Health	\$ 5,876.11
** Nursing Home	081-410-533.85	VR#044-176	02/19/2018	Copier service Dec 17	Xerox Corporation	\$ 2,819.97
** Nursing Home	081-various	VR#044-411	03/12/2018	Drug supplies 6/30/17	Healthdirect	\$ 18,140.69
** Nursing Home	081-415-533.51	VR#044-464	03/12/2018	Compactor rental 10/15/17	Diamond Rentals	\$ 258.00
** Nursing Home	081-447-533.07	VR#044-483	03/12/2018	Respiratory therapy 10/11/17	PEL/VIP Medical Staffing	\$ 779.75
** Nursing Home	081-430-533.51	VR#044-493	03/12/2018	Equipment rental 11/13/17	Carle Medical Supply	\$ 496.50
** Nursing Home	081-415-533.51	VR#044-494	03/12/2018	Compactor rental 11/15/17	Diamond Rentals	\$ 258.00
** Nursing Home	081-420-533.91	VR#044-496	03/12/2018	Ozone laundry service 11/10/17	ELSBO	\$ 531.57
** Nursing Home	081-447-533.07	VR#044-501	03/12/2018	Respiratory therapy 11/14/17	PEL/VIP Medical Staffing	\$ 390.00
** Nursing Home	081-410-533.03	VR#044-511	03/12/2018	Attorney service 11/22/17	Polsinelli Shughart PC	\$ 2,955.50
** Nursing Home	081-410-522.93	VR#044-515	03/12/2018	Employee badges 12/12/17	Bennett Electronic Service Co	\$ 326.70
** Nursing Home	081-var-522.var	VR#044-516	03/12/2018	Laundry supplies 12/12/17	Chemical Maintenance	\$ 140.60
** Nursing Home	081-415-533.51	VR#044-518	03/12/2018	Compactor rental 12/15/17	Diamond Rentals	\$ 258.00
** Nursing Home	081-450-522.25	VR#044-519	03/12/2018	Kitchen pans 12/19/17	Direct Supply Equipment	\$ 308.91
** Nursing Home	081-450-522.10	VR#044-522	03/12/2018	Food 11/07/17	Sysco Central Illinois Inc	\$ 4,610.16
** Nursing Home	081-450-522.var	VR#044-523	03/12/2018	Food & kitchen suppl 11/10/17	Sysco Central Illinois Inc	\$ 5,053.99
** Nursing Home	081-425-533.86	VR#044-526	03/12/2018	Maintenance coverage Dec 17	Kone Inc	\$ 200.40
** Nursing Home	081-415-533.36	VR#044-527	03/12/2018	Waste service 11/30/17	LB Medwaste Services Inc	\$ 219.64
** Nursing Home	081-462-533.07	VR#044-528	03/12/2018	Professional service 10/01/17	Lifecycle Systems LLC	\$ 102.50
** Nursing Home	081-415-533.34	VR#044-530	03/12/2018	Pest control 12/1/2017	CCT-NH Advance	\$ 125.00
** Nursing Home	081-425-522.22	VR#044-531	03/12/2018	Maintenance supplies 12/19/17	Menards	\$ 75.14
** Nursing Home	081-410-533.70	VR#044-533	03/12/2018	Dec 17 advertising	Primelife Times	\$ 280.00
** Nursing Home	081-430-522.33	VR#044-534	03/12/2018	Liquid oxygen 12/04/17	Specialized Medical Services	\$ 250.43
** Nursing Home	081-430-522.33	VR#044-535	03/12/2018	Liquid oxygen 12/11/17	Specialized Medical Services	\$ 211.13
** Nursing Home	081-415-522.93	VR#044-536	03/12/2018	Antimicrobial soap 12/15/17	Supplyworks	\$ 101.52

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
** Nursing Home	081-415-522.93	VR#044-537	03/12/2018	Antimicrobial soap 12/20/17	Supplyworks	\$ 67.68
** Nursing Home	081-410-533.42	VR#044-539	03/12/2018	Identocard repair 11/30/17	Thompson Electronics	\$ 2,080.00
** Nursing Home	081-410-533.85	VR#044-544	03/12/2018	Copier service Nov'17	Xerox Corporation	\$ 774.57
** Nursing Home	081-450-522.var	VR#044-556	03/12/2018	Food kitchen suppl 11/14/17	Sysco Central Illinois Inc	\$ 5,904.83
** Nursing Home	081-450-522.var	VR#044-557	03/12/2018	Food 11/17/17	Sysco Central Illinois Inc	\$ 424.71
** Nursing Home	081-450-522.25	VR#044-558	03/12/2018	Food 11/21/17	Sysco Central Illinois Inc	\$ 399.01
** Nursing Home	081-450-522.10	VR#044-559	03/12/2018	Food 11/24/17	Sysco Central Illinois Inc	\$ 2,000.96
** Nursing Home	081-450-522.10	VR#044-560	03/12/2018	Food 11/28/17	Sysco Central Illinois Inc	\$ 2,939.80
** Nursing Home	081-450-522-10	VR#044-562	03/12/2018	Food 12/12/17	Sysco Central Illinois Inc	\$ 130.21
** Nursing Home	081-450-522.10	VR#044-564	03/12/2018	Coffee 12/18/17	Farmer Bros	\$ 1,258.63
** Nursing Home	081-430-522.33	VR#044-565	03/12/2018	Liquid oxygen 12/07/17	Specialized Medical Services	\$ 1,364.72
** Nursing Home	081-430-522.33	VR#044-566	03/12/2018	Liquid oxygen 12/13/17	Specialized Medical Services	\$ 279.85
** Nursing Home	081-415-533.34	VR#044-569	03/12/2018	Pest control 12/18/17	CCT-NH Advance	\$ 511.35
** Nursing Home	081-425-533.42	VR#044-571	03/12/2018	Fire alarm inspection 12/01/17	Thompson Electronics	\$ 167.84
** Nursing Home	081-430-522.33	VR#044-572	03/12/2018	Liquid oxygen 12/18/17	Specialized Medical Services	\$ 175.81
** Nursing Home	081-430-522.33	VR#044-573	03/12/2018	Liquid oxygen 12/26/17	Specialized Medical Services	\$ 181.27
** Nursing Home	081-450-522.var	VR#044-574	03/12/2018	Food & kitchen suppl 12/01/17	Sysco Central Illinois Inc	\$ 4,765.33
** Nursing Home	081-450-522.var	VR#044-575	03/12/2018	Food & kitchen suppl 12/05/17	Sysco Central Illinois Inc	\$ 5,149.60
** Nursing Home	081-450-522.var	VR#044-576	03/12/2018	Food & kitchen suppl 12/08/17	Sysco Central Illinois Inc	\$ 3,722.84
** Nursing Home	081-450-522.var	VR#044-577	03/12/2018	Food & kitchen suppl 12/12/17	Sysco Central Illinois Inc	\$ 4,702.12
** Nursing Home	081-450-522.var	VR#044-582	03/12/2018	Kitchen supplies 11/17/17	Sysco Central Illinois Inc	\$ 407.22
** Nursing Home	081-450-522.10	VR#044-583	03/12/2018	Food 11/17/17	Sysco Central Illinois Inc	\$ 937.71
** Nursing Home	081-450-522.10	VR#044-584	03/12/2018	Food 11/17/17	Sysco Central Illinois Inc	\$ 363.44
** Nursing Home	081-450-522.10	VR#044-585	03/12/2018	Food 11/17/17	Sysco Central Illinois Inc	\$ 2,177.77
** Nursing Home	081-450-522.var	VR#044-587	03/12/2018	Food & kitchen suppl 11/24/17	Sysco Central Illinois Inc	\$ 812.41
** Nursing Home	081-450-522.var	VR#044-588	03/12/2018	Food & kitchen suppl 11/28/17	Sysco Central Illinois Inc	\$ 527.21
** Nursing Home	081-415-534.46	VR#044-591	03/12/2018	Sanitary service 11/21-12/21/17	Urbana & Champaign Sanitary	\$ 1,455.47
** Nursing Home	081-450-522.10	VR#044-592	03/12/2018	Food 12/22/17	Prairie Farms Dairy	\$ 282.69
** Nursing Home	081-450-522.10	VR#044-593	03/12/2018	Food 12/27/17	Prairie Farms Dairy	\$ 117.61
** Nursing Home	081-450-522.10	VR#044-594	03/12/2018	Food 12/29/17	Prairie Farms Dairy	\$ 222.81
** Nursing Home	081-410-513.21	VR#044-595	03/12/2018	Pre-employment exam 12/29/17	Safeworks Illinois	\$ 70.00
** Nursing Home	081-441-533.07	VR#044-596	03/12/2018	Social work 12/31/17	Socialwork Consultation Group	\$ 561.00
** Nursing Home	081-415-522.93	VR#044-599	03/12/2018	Supplies 12/06/17	Supplyworks	\$ 318.08
** Nursing Home	081-415-522.93	VR#044-600	03/12/2018	Supplies 12/08/17	Supplyworks	\$ 133.18
** Nursing Home	081-415-522.93	VR#044-601	03/12/2018	Supplies 12/13/17	Supplyworks	\$ 1,015.98
** Nursing Home	081-415-522.93	VR#044-602	03/12/2018	Supplies 12/15/17	Supplyworks	\$ 90.56
** Nursing Home	081-415-522.93	VR#044-603	03/12/2018	Supplies 12/20/17	Supplyworks	\$ 290.08
** Nursing Home	081-450-533.07	VR#044-605	03/12/2018	Dietary services 12/31/17	Cynthia Chow & Associates LLC	\$ 1,451.73
** Nursing Home	081-430-533.51	VR#044-608	03/12/2018	Medical equipment rental 12/31	Hill-Rom Company Inc	\$ 310.00
** Nursing Home	081-415-533.36	VR#044-609	03/12/2018	Recycling service 12/30/17	Midwest Fiber Inc	\$ 486.00
** Nursing Home	081-430-522.33	VR#044-610	03/12/2018	Oxygen 12/31/17	Specialized Medical Services	\$ 198.74
** Nursing Home	081-425-533.42	VR#044-611	03/12/2018	Dishwasher repair 12/19/17	Ecolab	\$ 152.45
** Nursing Home	081-415-533.36	VR#044-612	03/12/2018	Waste service 12/31/17	LB Medwaste Services Inc	\$ 439.16
** Nursing Home	081-410-533.07	VR#044-613	03/12/2018	Shredding service Dec 17	Triad Shredding Corp	\$ 70.00
** Nursing Home	081-410-533.07	VR#044-614	03/12/2018	Shredding service Dec 17	Triad Shredding Corp	\$ 75.00
** Nursing Home	081-447-533.07	VR#044-617	03/12/2018	Respiratory therapy 7/19/17	PEL/VIP Medical Staffing	\$ 325.00
** Nursing Home	081-420-533.91	VR#044-624	03/12/2018	Ozone laundry 12/29/17	ELSBO	\$ 513.63

DEPARTMENT	APPROPRIATION #	VR#/PO#	VR/PO DATE	DESCRIPTION	VENDOR	AMOUNT
** Nursing Home	081-420-522.93	VR#044-641	03/12/2018	Supplies 11/16/17	Medline Industries Inc	\$ 2,176.38
** Nursing Home	081-430-522.var	VR#044-642	03/12/2018	Supplies 11/17/17	Medline Industries Inc	\$ 5,334.06
** Nursing Home	081-430-522.var	VR#044-643	03/12/2018	Supplies 11/22/17	Medline Industries Inc	\$ 1,953.15
** Nursing Home	081-430-522.var	VR#044-644	03/12/2018	Supplies 11/23/17	Medline Industries Inc	\$ 526.77
** Nursing Home	081-430-522.var	VR#044-645	03/12/2018	Supplies 11/28/17	Medline Industries Inc	\$ 1,736.82
** Nursing Home	081-430-522.93	VR#044-646	03/12/2018	Supplies 11/30/17	Medline Industries Inc	\$ 431.18
** Nursing Home	081-430-522.var	VR#044-647	03/12/2018	Supplies 12/06/17	Medline Industries Inc	\$ 2,434.20
** Nursing Home	081-430-522.93	VR#044-648	03/12/2018	Supplies 12/07/17	Medline Industries Inc	\$ 1,578.42
** Nursing Home	081-450-522.10	VR#044-657	03/12/2018	Bread 12/29/17	Perfection Bakeries Inc	\$ 77.18
** Nursing Home	081-425-533.42	VR#044-670	03/12/2018	Water heater repair 12/19/17	Connor Company	\$ 1,006.72
** Nursing Home	081-420-522.28	VR#044-671	03/12/2018	Laundry detergent 7/24/17	Horning's Inc	\$ 1,414.00
** Nursing Home	081-447-533.07	VR#044-674	03/12/2018	Respiratory therapy 10/24/17	PEL/VIP Medical Staffing	\$ 584.95
** Nursing Home	081-447-533.07	VR#044-675	03/12/2018	Respiratory therapy 11/07/17	PEL/VIP Medical Staffing	\$ 162.50
** Nursing Home	081-450-522.10	VR#044-691	03/12/2018	Food credit 9/15/17	Sysco Central Illinois Inc	\$ (28.56)
** Nursing Home	081-450-522.25	VR#044-698	03/12/2018	Food 11/04/17	Sysco Central Illinois Inc	\$ 34.41
** Nursing Home	081-450-522.25	VR#044-699	03/12/2018	Kitchen supplies 11/11/17	Sysco Central Illinois Inc	\$ 91.52
** Nursing Home	081-450-522.25	VR#044-700	03/12/2018	Kitchen supplies 11/17/17	Sysco Central Illinois Inc	\$ 56.24
** Nursing Home	081-450-522.25	VR#044-701	03/12/2018	Kitchen supplies 11/22/17	Sysco Central Illinois Inc	\$ 45.09
** Nursing Home	081-450-522.10	VR#044-702	03/12/2018	Food 12/02/17	Sysco Central Illinois Inc	\$ (125.00)
** Nursing Home	081-450-522.25	VR#044-703	03/12/2018	Kitchen supplies 12/06/17	Sysco Central Illinois Inc	\$ 7.98
** Nursing Home	081-430-522.93	VR#044-705	03/12/2018	Dental supplies 11/07/17	Tess Oral Health	\$ 77.68
** Nursing Home	081-410-534.75	VR#044-730	03/14/2018	2017 violation	Centers for Medicare & Medicaid	\$ 4,415.92
** Nursing Home	081-425-533.42	VR#044-755	03/14/2018	Toaster repair 12/29/17	McCormick Commercial Service	\$ 138.00
** Nursing Home	081-430-533.51	VR#044-881	04/05/2018	Equipment rental 11/30/17	Fitzsimmons Hospital Services	\$ 1,245.00
** Nursing Home	081-425-533.86	VR#044-913	04/19/2018	Dry pipe inspection 12/13/17	Geyer Fire Protection LLC	\$ 675.00
** Nursing Home	081-450-522.10	VR#044-1012	04/24/2018	Food 12/01/17	Prairie Farms Dairy	\$ 151.50
** Nursing Home	081-425-533.42	VR#044-1022	04/24/2018	Equipment repair 12/29/17	McCormick Commercial Service	\$ 1,311.45
** Nursing Home	081-425-533.86	VR#044-1029	04/25/2018	Inspection Sep'17	Geyer Fire Protection LLC	\$ 675.00
** Nursing Home	081-440-522.93	VR#044-1045	04/25/2018	Dean's prints Nov-Dec 17	Visa Cardmember Service	\$ 45.00
** Nursing Home	081-410-534.37	VR#044-1175	05/10/2018	Late fee Champion Energy 9/17	CCT-NH Advance	\$ 425.91
** County Bridge	084-060-544.10	VR#084-008	05/02/2018	Compromise Rd project 10/16/17	Cross Construction Inc	\$ 1,522.81
** County Motor Fuel Tax	085-060-544.var	VR#085-018	04/18/2018	Lincoln Ave project 9/5-12/1/17	City of Urbana	\$ 136,708.98
** County Motor Fuel Tax	085-060-533.04	VR#085-022	05/03/2018	Lincoln Ave eng 9/10-12/30/17	City of Urbana	\$ 2,163.36
** County Motor Fuel Tax	085-060-544.11	VR#085-023	05/03/2018	Lincoln Ave Proj 10/8-12/02/17	City of Urbana	\$ 136.40
** Township Bridge	087-060-544.10	VR#087-001	05/02/2018	Compromise Rd project 10/16/17	Cross Construction Inc	\$ 12,182.53
** Early childhood Fund	104-647-522.03	VR#104-823	04/23/2018	Book shipping charges 11/20/17	Loving Guidance Inc	\$ 39.00
** Self-Funded Insurance	476-118-533.20	VR#118-043	04/11/2018	Highway truck insurance 2017	IL Counties Risk Mgmt Trust	\$ 1,405.03
** Self-Funded Insurance	476-118-533.03	VR#118-046	04/12/2018	NH attorney services 12/12-27/17	Heyl, Royster, Voelker, & Allen	\$ 735.00
** Court Document Storage	671-030-522.02	VR#671-033	04/19/2018	Date stamps 11/15/2017	American Stamp & Marking Prod	\$ 52.24

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

\*\* Paid-For information only

## RESOLUTION NO. 2018-142

**RESOLUTION ESTABLISHING THE BUDGET PROCESS for CHAMPAIGN COUNTY for FY2019**

**WHEREAS**, the Champaign County Board determines it appropriate to establish a formal process for the compilation, presentation, approval and execution of the annual budget; and

**WHEREAS**, based on the anticipated receipt of revenues and expenditure appropriations for FY2018 and the need for careful study of both revenues and expenditures for FY2019, the Finance Committee recommends guidelines and policies for the process and development of the FY2019 annual budget;

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of Champaign County, Illinois, that the following guidelines are hereby adopted and shall be adhered to by County Administration and Champaign County departments in the submission, review, preparation, and implementation of the FY2019 Budget:

**FY2019 Fiscal Year and Budget Calendar**

The County's 2019 fiscal year begins on January 1 and ends on December 31.

June 13	Budget Instruction and Training Seminar for Department Budget Preparers and Instructions for Budget Submission sent to outside agencies
July 13	FY2019 Budgets DUE from Departments
July 16-27	Department Budget Reviews with County Administration
Aug. 1-10	Confirm Tax Revenues & Other Revenue Estimates
Aug. 27-28	6:00pm each evening – Legislative Budget Hearings before the County Board
Sept. 11	Report to Finance Committee FY2019 Budget Overview and Decision Points for Committee Direction
Sept. 27	Special Finance Committee of the Whole Meeting for Public Comment on the Proposed FY2019 Budget and to Provide Final Direction Regarding Tentative Budget
Oct. 9	FY2019 Tentative Budget Recommendation presented to Finance Committee to be forwarded to County Board
Oct. 18	County Board – Receive & Place on File FY2019 Tentative Budget Recommendation and County Board Truth in Taxation Public Hearing ( <i>if required</i> )
Nov. 13	Finance Committee approval of Final FY2019 Budget
Nov. 20	County Board approval of Final FY2019 Budget & FY2019 Tax Levy Ordinance

**Budget Development Process**

Department budget requests shall be performance-based and focused on goals, objectives, and performance indicators.

**Non-General Corporate Fund Budget Requests**

Non-General Corporate Fund Budgets are to be prepared as follows:

1. Presented within the County Board's definition of a balanced budget; and
2. Include revenues, expenditures, fund balance information, goal statements and an explanation for variances in ending fund balance; and

3. Document and analyze operations, and provide FY2019 strategic planning information including alignment with the County Board's Strategic Plan, and specific fund objectives and anticipated performance indicators.

#### **General Corporate Fund Budget Requests**

The sale of the Champaign County Nursing Home in FY2018 will relieve the General Corporate Fund of \$282,270 in debt services payments in FY2019; thereby, reducing the forecasted revenue to expenditure deficit. Fiscal year 2019 non-personnel expenditures will be held flat against the FY2018 budget with the exception of allowable increases based on competitively bid contracts or documented cost increases, and include at least \$50,000 in new allocations for recommendations outlined by the Racial Justice Task Force in its final report.

Budget documents will include:

1. Department operation analysis and planning documentation; and
2. Alignment to the County Board Strategic Plan; and
3. Department objectives and performance indicators; and
4. An objective and analytic projection of revenues including any recommendations for fee increases or modifications to revenue structure; and
5. Expenditures (personnel expenditures will be completed by Administrative Services based on negotiated labor contracts and County Board direction for non-bargaining salary administration).

#### **Capital Asset Replacement Fund (CARF)**

Capital asset replacement programs have an impact on the General Fund and Public Safety Sales Tax Fund. Full funding for facilities and future reserve items in the Capital Asset Replacement fund has been unattainable since 2008 due to revenue shortfalls. The County Board directs administration to prepare the Capital Asset Replacement Fund utilizing all available General Fund and Public Safety Sales Fund revenues to prioritize the County's technology and facility needs including:

1. Funding for Tax Cycle software; and
2. Upgrading Jail Management software; and
3. Priority facilities maintenance projects identified as directed by the Facilities Committee; and
4. Funding for CARF items scheduled for replacement in FY2019; and
5. An estimated calculation of full reserve funding required for future CARF replacement schedules; and
6. A forecast projecting funding required for CARF items scheduled for replacement in the subsequent four fiscal years.

#### **Contingency Appropriation**

The County Board directs that the FY2019 Contingency line item be appropriated at 0.5% of the total General Corporate Fund FY2019 appropriation.

**Property Tax Revenue**

The County Board directs the preparation of the property tax revenue for FY2019 be calculated in accordance with the Property Tax Extension Limitation Law (PTELL).

**Form of the Budget**

The final Budget document must include the following, showing specific amounts:

- Statement of financial information including prior year revenue and expenditure totals, and current year and ensuing year revenue and expenditure projections; and
- Statement of all moneys in the county treasury unexpended at the termination of the last fiscal year; and
- Statement of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year; and
- Any additional information required by state law.

**Financial Policies**

The final Budget shall further be prepared in acknowledgement of the Champaign County Board Financial Policies.

**PRESENTED, ADOPTED, APPROVED, AND RECORDED** this 24<sup>th</sup> day of May A.D. 2018.

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C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

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



## RESOLUTION NO. 2018-142

**RESOLUTION ESTABLISHING THE BUDGET PROCESS for CHAMPAIGN COUNTY for FY2019**

**WHEREAS**, the Champaign County Board determines it appropriate to establish a formal process for the compilation, presentation, approval and execution of the annual budget; and

**WHEREAS**, based on the anticipated receipt of revenues and expenditure appropriations for FY2018 and the need for careful study of both revenues and expenditures for FY2019, the Finance Committee recommends guidelines and policies for the process and development of the FY2019 annual budget;

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of Champaign County, Illinois, that the following guidelines are hereby adopted and shall be adhered to by County Administration and Champaign County departments in the submission, review, preparation, and implementation of the FY2019 Budget:

**FY2019 Fiscal Year and Budget Calendar**

The County's 2019 fiscal year begins on January 1 and ends on December 31.

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Sept. 27	Special Finance Committee of the Whole Meeting for Public Comment on the Proposed FY2019 Budget and to Provide Final Direction Regarding Tentative Budget
Oct. 9	FY2019 Tentative Budget Recommendation presented to Finance Committee to be forwarded to County Board
Oct. 18	County Board – Receive & Place on File FY2019 Tentative Budget Recommendation and County Board Truth in Taxation Public Hearing ( <i>if required</i> )
Nov. 13	Finance Committee approval of Final FY2019 Budget
Nov. 20	County Board approval of Final FY2019 Budget & FY2019 Tax Levy Ordinance

**Budget Development Process**

Department budget requests shall be performance-based and focused on goals, objectives, and performance indicators.

**Non-General Corporate Fund Budget Requests**

Non-General Corporate Fund Budgets are to be prepared as follows:

1. Presented within the County Board's definition of a balanced budget; and
2. Include revenues, expenditures, fund balance information, goal statements and an explanation for variances in ending fund balance; and

3. Document and analyze operations, and provide FY2019 strategic planning information including alignment with the County Board's Strategic Plan, and specific fund objectives and anticipated performance indicators.

In addition to the above, the County Board directs that Nursing Home Budgets be prepared with the elimination of funding and staffing for non-mandated services that do not achieve full cost recovery.

#### **General Corporate Fund Budget Requests**

The County Board directs that General Fund Budgets be prepared as follows:

1. With an appropriation to assume payment of the debt obligation for the outstanding Nursing Home accounts payable, approximately \$1.43 million per year, for a two-year period; and
2. An operating subsidy from the General Fund to the Nursing Home Fund, allowing for the continued operation of the home; and
3. Cuts to the following non-mandated services and programs
  - Youth Assessment Center, \$238,000; and
  - Re-Entry Program, \$100,000; and
4. An 8.2% cut from the General Fund personnel budget; and
5. Holding non-personnel expenditures flat against the FY2018 budget with the exception of allowable increases based on competitively bid contracts or documented cost increases.

Budget documents will include:

1. Department operation analysis and planning documentation; and
2. Alignment to the County Board Strategic Plan; and
3. Department objectives and performance indicators; and
4. An objective and analytic projection of revenues including any recommendations for fee increases or modifications to revenue structure; and
5. Expenditures (personnel expenditures will be completed by Administrative Services based on negotiated labor contracts and County Board direction for non-bargaining salary administration).

#### **Capital Asset Replacement Fund (CARF)**

Capital asset replacement programs have an impact on the General Fund and Public Safety Sales Tax Fund. Full funding for facilities and future reserve items in the Capital Asset Replacement fund has been unattainable since 2008 due to revenue shortfalls. The County Board directs administration to prepare the Capital Asset Replacement Fund utilizing all available General Fund and Public Safety Sales Fund revenues to prioritize the County's technology and facility needs including:

1. Funding for Tax Cycle software; and
2. Upgrading Jail Management software; and
3. Priority facilities maintenance projects identified as directed by the Facilities Committee; and
4. Funding for CARF items scheduled for replacement in FY2019; and
5. An estimated calculation of full reserve funding required for future CARF replacement schedules; and

6. A forecast projecting funding required for CARF items scheduled for replacement in the subsequent four fiscal years.

**Contingency Appropriation**

The County Board directs that the FY2019 Contingency line item be appropriated at 0.5% of the total General Corporate Fund FY2019 appropriation.

**Property Tax Revenue**

The County Board directs the preparation of the property tax revenue for FY2019 be calculated in accordance with the Property Tax Extension Limitation Law (PTELL).

**Form of the Budget**

The final Budget document must include the following, showing specific amounts:

- Statement of financial information including prior year revenue and expenditure totals, and current year and ensuing year revenue and expenditure projections; and
- Statement of all moneys in the county treasury unexpended at the termination of the last fiscal year; and
- Statement of all outstanding obligations or liabilities of the county incurred in any preceding fiscal year; and
- Any additional information required by state law.

**Financial Policies**

The final Budget shall further be prepared in acknowledgement of the Champaign County Board Financial Policies.

**PRESENTED, ADOPTED, APPROVED, AND RECORDED** this 24<sup>th</sup> day of May A.D. 2018.

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C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

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

RESOLUTION NO. 2018-143

RESOLUTION APPOINTING JERRY LYKE TO THE  
URBANA-CHAMPAIGN SANITARY DISTRICT BOARD

WHEREAS, C. Pius Weibel has submitted to the County Board his appointment of Jerry Lyke to the Urbana-Champaign Sanitary District Board; and

WHEREAS, Such appointment requires the advice and consent of the County Board under 70 ILCS 2405/3; and

WHEREAS, such appointment mandates that Jerry Lyke as Trustee enter a bond with security to be approved by the County Board in an amount hereby fixed as \$1,000.00 pursuant to 70 ILCS 2405/3; and

NOW, THEREFORE, BE IT RESOLVED By the Champaign County Board that the County Board does hereby advise and consent to the appointment of Jerry Lyke to the Urbana-Champaign Sanitary District Board for a term commencing June 1, 2018 and ending May 31, 2021;

BE IT FURTHER RESOLVED that Jerry Lyke shall enter a bond in an amount hereby fixed as \$1,000.00; and

BE IT FURTHER RESOLVED That the County Clerk transmit a certified copy of this resolution to: Jerry Lyke, 302 W. Hill Street, Champaign IL 61820.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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



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

As a Board Member for almost twelve years I have a thorough knowledge of the Sanitary District's operations, including, but not limited to, property holdings, management, staff and fees (the District does not collect taxes, it receives money from rate payers and connection fees).

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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:

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

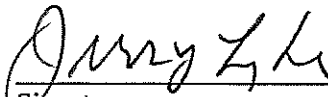
Yes  No  If no, please explain:

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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

4/4/10  
Date

**RESOLUTION NO. 2018-141**

**RESOLUTION AUTHORIZING THE SALE OF THE CHAMPAIGN COUNTY  
NURSING HOME**

**WHEREAS**, on January 9, 2018, the Champaign County Board authorized the release of RFP 2018-001 seeking proposals for the sale of the Champaign County Nursing Home; and

**WHEREAS**, on February 28, 2018, the deadline for proposals submitted in response to RFP 2018-001, Champaign County received one proposal submitted by Extended Care Clinical, LLC, an Illinois limited liability company and Altitude Health Services, Inc., an Illinois corporation, which proposal was determined as a responsive proposal under the requirements of RFP 2018-001; and

**WHEREAS**, the proposal submitted by Extended Care Clinical, LLC and Altitude Health Services, Inc. was forwarded to the RFP 2018-001 Champaign County Nursing Home Evaluation Committee, a Committee appointed by the County Board on February 22, 2018, for evaluation, review and recommendation of the submitted proposal; and

**WHEREAS**, on April 23, 2018, the RFP 2018-001 Champaign County Nursing Home Evaluation Committee, by a vote of seven votes for and two votes against, recommended the proposal by Extended Care Clinical, LLC, an Illinois limited liability company and Altitude Health Services, Inc., an Illinois corporation, to the County Board for its consideration, should the County Board vote to sell the Champaign County Nursing Home, and to initiate negotiations for the sale of Champaign County Nursing Home consistent with the Terms Designated in RFP 2018-001; and

**WHEREAS**, the terms for the sale of the Champaign County Nursing Home to Extended Care Clinical, LLC an Illinois limited liability company and Altitude Health Services, Inc., an Illinois corporation, are further documented, pursuant to the terms of RFP 2018-001, in the Asset Purchase Agreement and Operations Transfer Agreement, included as Attachments to this Resolution;

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Champaign County, Illinois, that the sale of the Champaign County Nursing Home to Extended Care Clinical, LLC, an Illinois limited liability company and Altitude Health Services, Inc., an Illinois corporation is hereby approved; and

**BE IT FURTHER RESOLVED** that the conditions and terms of the sale are subject to the Asset Purchase Agreement and Operations Transfer Agreement, included as Attachments to this Resolution, and hereby approved by the County Board as documented.

**PRESENTED, ADOPTED, APPROVED and RECORDED** this 24<sup>th</sup> day of May A.D. 2018.

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C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

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



**ASSET PURCHASE AGREEMENT**

by and between

**THE COUNTY OF CHAMPAIGN, ILLINOIS,**  
a public body corporate and politic of the State of Illinois,  
as Seller

and

**[PURCHASER, LLC],**  
an [Illinois limited liability company],  
as Purchaser

May\_\_\_\_, 2018

**Champaign County Nursing Home**  
**500 South Art Bartell Road**  
**Urbana, Illinois 61802**

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## **SCHEDULES AND EXHIBITS**

Schedule 9(c)	Permitted Title Exceptions
Schedule 13(h)	Litigation
Exhibit A	Legal Description of Facility
Exhibit B	Strict Joint Order Escrow Agreement
Exhibit C	Operations Transfer Agreement

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "*Effective Date*") by and between THE COUNTY OF CHAMPAIGN, ILLINOIS, a public body corporate and politic of the State of Illinois ("*Seller*"), as seller, and [PURCHASER, LLC], an [Illinois limited liability company] ("*Purchaser*"), as purchaser.

### RECITALS

A. Seller owns and is the licensed operator of that certain 220 bed nursing facility, which is licensed for 243 skilled nursing beds, commonly known as Champaign County Nursing Home, 500 South Art Bartell Road, Champaign, Illinois 61802 (the "*Facility*"), including (i) the land on which the Facility is located, which is legally described on **Exhibit A**, attached hereto and made a part hereof, together with all easements, hereditaments, privileges and appurtenances appurtenant thereto (collectively, the "*Land*"), (ii) the buildings and improvements located on the Land, including the Facility and any patios, courtyards, fences, parking areas and storage structures (the "*Improvements*"), and (iii) the furniture, fixtures, equipment and systems located in the Improvements and used in connection with the ownership and operation of the Facility (the "*FF&E*").

B. Seller desires to sell and transfer the Property (as hereinafter defined) to Purchaser and Purchaser desires to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

C. Concurrent with the closing of the transactions contemplated herein, Purchaser may, as lessor, enter into a new lease agreement for the Facility with [New Operator, LLC], an [Illinois limited liability company] ("*New Operator*"), pursuant to which New Operator, as lessee, shall be the new licensed operator of the Facility.

D. Certain operational matters related to the transfer of the operations of the Facility from Seller to New Operator not otherwise addressed herein shall be handled pursuant to the terms of a separate operations transfer agreement (the "*OTA*") to be entered into by and among Seller, New Operator and SAK Management Services, LLC ("*Manager*"), which shall govern with respect to the transfer of the operations of the Facility from Seller and Manager to New Operator and shall provide for a closing thereunder concurrent with the Closing (as hereinafter defined) under this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the Purchase Price (as hereinafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **PURCHASE AND SALE.** On the terms and conditions set forth herein, (a) Seller shall sell, assign, transfer, convey and deliver fee simple title in the Real Property to Purchaser on the Closing Date and Purchaser shall purchase the Real Property from Seller free and clear of all liens other than Permitted Exceptions (as defined herein), (b) Seller shall sell, assign, transfer, convey

and deliver the Personal Property to Purchaser and Purchaser shall purchase, receive and accept the Personal Property from Seller free and clear of all liens, and (c) Seller shall assign, transfer, convey and deliver the Intangible Property to Purchaser, and Purchaser shall purchase, receive and accept the Intangible Property from Seller free and clear of all liens.

2. **THE PROPERTY.** The "*Property*" shall collectively be the following:

a. **Real Property.** The real property shall consist of all of Seller's right, title and interest in: (i) the Land, (ii) the Improvements, (iii) the FF&E, (iv) any other interest of Seller in all easements, if any, to the extent of any such interest of Seller and (v) any other structure or improvements located on the Land (collectively, the "*Real Property*").

b. **Personal Property.** The personal property shall consist of all of Seller's right, title and interest in the computer hardware, telephones and telephone systems, non-proprietary marketing and promotional materials relating to the Facility, including data from websites or internet domains associated with the Facility, non-proprietary stationery, kitchen equipment, resident room furnishings in the possession of Seller or relating to the Real Property or the Improvements and all other tangible property and assets (except for FF&E) that is located on the Real Property and utilized in connection with the owning, operating or managing of the Facility (collectively, the "*Personal Property*").

c. **Intangible Property.** The intangible property being assigned, set over and transferred by Seller to Purchaser shall consist of: (i) any special use permits from the city or municipality, (ii) any certificate of need, (iii) goodwill associated with the business and the reputation of the Facility, and (iv) any third party warranties or guaranties associated with the Property, all to the extent related specifically to the Facility and as assignable by law (collectively, the "*Intangible Property*").

3. **EXCLUDED PROPERTY.** Notwithstanding those items set forth in Section 2 above, the following shall be excluded from the sale by Seller to Purchaser hereunder (collectively, the "*Excluded Property*"): (a) cash and cash equivalents, short-term investments and third-party payor settlements, (b) Seller's rights under this Agreement and the agreements to be executed in connection herewith, (c) Seller's organizational documents, (d) personal property owned by residents of the Facility and not by Seller, (e) personal property owned by third party vendors and leased to Seller or any entity providing services at the Facility for use in connection with the operations of the Facility as indicated on Schedule 3, except to the extent Seller's interest in such leased property is legally transferable and expressly assumed by Purchaser or New Operator under this Agreement or the OTA as listed on Schedule 3, (f) any confidential or proprietary information of Seller or Seller's affiliates that is primarily used or held in connection with the Facility, (g) any accounts receivable, accounts payable or liabilities associated with the operation of the Facility prior to the Closing Date, and (h) any items transferred pursuant to the terms of the OTA.

4. **CLOSING.**

a. **Closing Date.** The closing of the purchase and sale pursuant to this Agreement (the "*Closing*") shall take place through an escrow (the "*Closing Escrow*") to be

established with First American Title Insurance Company (the "*Title Company*"), pursuant to escrow instructions that conform to the terms hereof, on July 31, 2018, provided however Purchaser shall have the option to extend the Closing Date for two additional one-month periods, to be effective at 12:01 a.m. on the following day (the "*Closing Date*"), provided that all other conditions to close as set forth herein have been satisfied or waived pursuant to the terms of this Agreement prior to the Closing Date.

b. **Possession.** All FF&E and Personal Property shall be located at the Facility on the Closing Date. After the Closing, Purchaser shall have free and clear title to the Property, subject to the Permitted Exceptions, and be entitled to possession of the Property, subject only to the possessory rights of the residents at the Facility in accordance with ordinary course operation of the Facility.

## 5. PURCHASE PRICE.

a. **Purchase Price.** In consideration for the conveyance of the Property, Purchaser shall pay to Seller the amount of **ELEVEN MILLION DOLLARS (\$11,000,000.00)** (the "*Purchase Price*"), payable in immediately available funds on the Closing Date, plus or minus the credits and prorations set forth in this Agreement.

b. **Escrow Deposit.** Purchaser previously deposited with Seller the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), as earnest money (the "*Initial Escrow Deposit*"). Within one (1) business days after the Effective Date, Seller and Purchaser shall execute the Strict Joint Order Escrow Instructions in the form of Exhibit B. Within three (3) business days of the execution of this Agreement, Seller shall transfer the Initial Escrow Deposit into the escrow established with the Title Company and Purchaser shall deposit with Title Company the additional amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) (the "*Additional Escrow Deposit*" and, collectively with the Initial Escrow Deposit, the "*Escrow Deposit*"). The Escrow Deposit and any interest earned thereon shall be credited to Purchaser against the Purchase Price at Closing and transferred to the Closing Escrow for disbursement as provided herein.

c. **Purchase Price Allocation.** Prior to the Closing, the parties to this Agreement expressly agree to use best efforts to allocate the Purchase Price of the Property and among the real, personal and intangible property for all tax purposes. Purchaser's proposal for an allocation shall be delivered to Seller at least five (5) business days prior to the Closing Date. Any such agreed upon allocation shall be memorialized in writing prior to the Closing. After the Closing, the parties shall make consistent use of the agreed upon allocation, fair market value and useful lives for all tax purposes and in all filings, declarations and reports with the IRS in respect thereof, including the reports required to be filed under Section 1060 of the Internal Revenue Code. In any proceeding related to the determination of any tax, neither party shall contend or represent that such allocation is not a correct allocation.



6. **COSTS AND CREDITS.**

- a. **Purchaser's Charges.** On the Closing Date, Purchaser shall be responsible for the cost of the Title Commitment, Lender's Title Policy (both as hereinafter defined) and endorsements to such Title Policy and recording fees for the Deed.
- b. **Seller's Charges.** On the Closing Date, Seller shall be responsible for the cost of recording fees for the Removable Exceptions (as hereinafter defined) and Survey Defects (as hereinafter defined) which Seller is obligated or agreed to correct per Section 9(d) and for the owner's Title Policy.
- c. **Attorney's Fees.** Except as otherwise expressly set forth herein, each party hereto shall each pay their own attorney's and other professional fees in connection with this matter.
- d. **Escrow Fees.** Seller and Purchaser shall equally pay any Closing escrow fees.
- e. **Additional Fees.** Except as expressly provided otherwise in this Agreement, all other transaction costs shall be allocated between Seller and Purchaser in the manner customary for transactions in the location of the Facility.

7. **PRORATIONS.** The following shall be prorated as of the Closing Date (so that Purchaser receives all of the benefits and revenues, and is responsible for all of the expenses, commencing on the Closing Date and thereafter) and shall be settled by a credit or debit against the Purchase Price at the Closing:

- a. **Real Estate Taxes.** The parties acknowledge there are no real estate taxes accrued, due or payable for the period prior to the Closing Date so there shall be no proration of real estate taxes made at Closing.
- b. **Utilities.** Seller shall pay all utility charges attributable to the Property through and including the Closing Date that are not otherwise paid or prorated by Seller pursuant to the terms of the OTA. Charges and deposits for water, fuel, gas, oil, heat, electricity and other utility and operating charges and prepaid service contracts will be based upon the last available invoice. Seller will attempt to obtain final utility meter readings as close as possible to the Closing Date.
- c. **Operational Prorations.** The operational prorations shall occur pursuant to the terms of the OTA, including without limitation, revenues and expenses pertaining to the Facility, utility charges for the billing period in which the Closing Date occurs, assumed contracts, utilities, prepaid income and expenses, bed taxes, security deposits, employee accruals, resident trust funds and other related items of revenue or expense attributable to the Facility, if any, which shall be prorated as of the Closing Date per the terms of the OTA.

8. **DUE DILIGENCE.**

a. **Due Diligence Items.** Purchaser and Seller acknowledge that prior to the Effective Date, Seller has provided Purchaser with access to an online data room containing copies of due diligence materials in Seller's possession.

b. **Third Party Reports.** Purchaser shall have forty-five (45) days from the Effective Date ("*Inspection Period*") to conduct due diligence. Seller shall permit Purchaser and its representatives, lender and lender's representatives, contractors, land surveyors, environmental companies and other agents ("*Representatives*") access to the Real Property in connection with the Purchaser's third party reports and due diligence, provided that such access rights are not disruptive to the operations at the Facility, provided Purchaser has delivered proof of insurance to Seller, and further provided that Purchaser and its Representatives are at all times in compliance with all state and federal laws governing the rights of the residents of the Facility.

c. **Indemnification.** Purchaser agrees to indemnify, defend, protect and hold harmless Seller, and Seller's respective affiliates, members, officers, directors and agents from and against any loss, injury, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising from or related to the access rights exercised by Purchaser or its employees, consultants, agents or Representatives under this Agreement. Purchaser shall carry, and shall cause any of its agents or representatives entering onto the Real Property to carry, workers' compensation and general liability insurance in the amount of \$1,000,000 per occurrence, which insurance shall name Seller as an additional insured. Purchaser shall keep the Property free and clear of any mechanic's or materialmen's liens arising out of any entry onto or inspection of the Property by or on behalf of Purchaser.

d. **Notice of Termination.** Purchaser shall have the right, in its sole discretion, to terminate this Agreement by written notice to Seller, at any time before the end of the Inspection Period ("*Inspection Termination Notice*"), in which event Seller shall promptly direct the Title Company to refund the Escrow Deposit to Purchaser, and all further rights and obligations of the parties hereto shall cease and terminate without any further liability of either party to the other (except those obligations which expressly survive such termination as provided in this Agreement). If Purchaser does not provide an Inspection Termination Notice on or before the end of the Inspection Period, this specific right of termination shall be itself terminated and, thereafter, Purchaser shall not have any right to terminate this Agreement based on any due diligence and the Escrow Deposit shall be nonrefundable except as otherwise expressly provided in this Agreement.

## 9. TITLE AND SURVEY.

a. **Title Policy.** With 10 days of execution of this Agreement, Seller shall delivered to Purchaser a commitment to issue standard Owner's Title Insurance Policy for the Property (the "*Title Commitment*") from the Title Company showing title to the Real Property vested in Seller. Seller covenants to reasonably cooperate with Purchaser to have the Title Company at Closing issue a title policy from the Title Commitment ("*Title Policy*") or a markup or proforma of the Title Commitment, subject only to the Permitted

Exceptions (as hereinafter defined).

b. **Survey.** With 10 days of execution of this Agreement, Seller shall delivered to Purchaser a proposed Plat of Subdivision for the Property that it intends to have recorded on or prior to the Closing Date. Purchaser may order a new ALTA Survey for the Real Property (the "**Survey**") at its cost.

c. **Permitted Exceptions and Removable Exceptions.** The term "**Permitted Exceptions**" shall mean: (i) the liens of real estate taxes that are not yet due and payable on the Closing Date; (ii) those items set forth on Schedule B to the Title Commitment and set forth on **Schedule 9(c)(ii)**; (iii) those easements and covenants described on **Schedule 9(c)(iii)** that the Seller intends on recording at or prior to the Closing; (iv) matters disclosed by the Survey (other than Survey Defects) or that are otherwise accepted by Purchaser per the terms of this Agreement; and (v) the rights of residents in possession. The term "**Removable Exceptions**" shall mean title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that Seller will remove by the payment of money on the Closing Date.

d. **Correction of Survey Defects.** Within thirty (30) days after the Effective Date (the "**Objection Deadline**"), Purchaser shall notify Seller in writing if it objects to an item disclosed on the Plat of Subdivision or a Survey ("**Survey Defects**"). After receipt of notice from Purchaser, Seller shall have five (5) business days to provide written notice to Purchaser as to whether Seller elects to: (a) correct such Survey Defects before the Closing, (b) have the Title Company commit to insure over the Survey Defect, or (c) not remove or correct any such Survey Defects. If Seller fails to timely respond or elects not to remove or correct any such Survey Defects, then Purchaser may elect within five (5) business days with written notice to Seller to (x) take the Property as it then is; or (b) terminate this Agreement by written notice to Seller (which shall be deemed a termination pursuant to **Section 20(a)(i)** of this Agreement) and in which event the Escrow Deposit shall be returned to Purchaser.

## 10. PRE-CLOSING COVENANTS.

a. **Seller's Covenants.** Seller hereby agrees and covenants to Purchaser that between the Effective Date and the Closing Date, except as otherwise contemplated by this Agreement or with the prior written consent of Purchaser:

i. Seller shall use its best efforts to timely obtain any necessary third party consents for the valid conveyance, transfer, assignment or delivery of the Property being transferred per this Agreement.

ii. Seller shall notify the Illinois Department of Revenue (the "**IDR**") and shall request tax clearance certificates from IDR. No later than ten (10) business days prior to the Closing Date, Seller shall (1) obtain either a full release of claims from the IDR with respect to all debts owed by Seller or a statement setting forth all IDR debts owed by Seller and (2) provide Purchaser with a statement setting forth the

amount owed by Seller with respect to all Illinois and federal payroll, assessment and other taxes and all license fees, including supporting materials.

iii. Seller shall maintain all of its books and records related to the Facility in accordance with past practices.

iv. Seller shall pay when due all taxes, assessments and charges imposed upon Seller with respect to the Facility.

v. Seller will satisfy and discharge or contest in good faith all claims, liens, security interests and encumbrances on the Property, except for the Permitted Exceptions.

vi. Seller shall deliver the Property to Purchaser on the Closing Date in substantially the same condition and repair as on the Effective Date, ordinary wear and tear excepted.

vii. Seller will not sell any items of machinery, equipment, or other assets or Property used in connection with the Facility, other than in the ordinary course of business.

viii. Seller shall not make any capital expenditures on the Facility, except (A) in the event of a casualty or condemnation as permitted per the terms of this Agreement, (B) to make ordinary and necessary repairs to the Facility, or (C) to comply with a governmental or Life Safety Code regulation.

ix. Seller shall not change employment terms for the Facility employees, or institute, amend, or terminate its employment benefit plans, except for normal and customary raises or amendments consistent with prior business practices.

x. Seller shall maintain in force and renew as necessary on commercially reasonable terms the existing insurance policies as are now in effect for the Property.

xi. From the Effective Date until through the earliest of the Closing Date or the termination of this Agreement, Seller has not and shall not, directly or indirectly, (a) enter into negotiations with any party other than Purchaser regarding the sale of the Property, or (b) provide information to any party other than Purchaser regarding the sale of the Property.

b. **Purchaser's Covenants.** Purchaser hereby agrees and covenants that between the Effective Date and the Closing Date, Purchaser will (i) require New Operator to make all required applications, file such notices and pay such fees as are necessary in connection with New Operator's efforts to obtain the IDPH Licenses (collectively, the "*Facility Licenses*"), and (ii) cooperate with all reasonable requests from Seller with respect to obtaining any other consents or authorizations related to the sale of the Facility.

c. **General Joint Covenants.** Each party shall promptly notify the other party of any information delivered to or obtained by such party which would impair or prevent the consummation of the transactions contemplated hereby.

11. **CONVEYANCES.** Conveyance of the Real Property to Purchaser shall be by Special Warranty Deed (the "**Deed**"), containing full warranties of title for matters affecting title that occurred during Seller's ownership of the Property, free and clear of all liens, encumbrance and security interests, also containing the covenants set forth in Section 22, subject only to the Permitted Exceptions. Conveyance of the FF&E and Personal Property shall be by Bill of Sale (the "**Bill of Sale**") from Seller to Purchaser containing full warranties of title free and clear of all liens, encumbrances and security interests other than the Permitted Exceptions. Conveyance of the Intangible Property shall be by General Assignment (the "**General Assignment**") from Seller to Purchaser, containing full warranties of title and free and clear of all liens, encumbrances and security interest other than the Permitted Exceptions. Purchaser agrees that the presence of the Personal Property at the Facility on the Closing Date shall constitute delivery thereof.

## 12. **CLOSING DELIVERIES**

a. **Purchaser's Closing Deliveries.** On or before the Closing Date, Purchaser agrees that it will deliver into the Closing Escrow (except as otherwise set forth below) executed originals of the following documents, in form and substance reasonably satisfactory to counsel for Seller and Purchaser ("**Purchaser's Closing Deliveries**"):

i. Deposit by wire transfer into the Closing Escrow, the balance of the Purchase Price due at Closing after crediting the Escrow Deposit, plus or minus the prorations and credits due at Closing.

ii. Such documents, certifications and statements as may be required by the Title Company to issue the Title Policy including, without limitation, a Title Company Disbursement Statement signed by Purchaser approving each and every one of the payments and disbursements made by the Title Company through the Closing Escrow.

iii. A Certificate of Good Standing or similar document for Purchaser from the Secretary of State of the state in which such Purchaser is organized, and certified copies of the resolutions of Purchaser authorizing the execution, delivery and consummation of this Agreement and the execution, delivery and consummation of all other agreements and documents executed in connection herewith, including all instruments required hereunder, sufficient in form and content to meet the requirements of law relevant to such transactions and certified by the managers of Purchaser as adopted and in full force and effect and unamended as of Closing.

iv. The Escrow Holdback Agreement.

v. A date-down certificate dated as of the Closing Date certifying that all of the representations and warranties made and given by Purchaser in this Agreement are true and correct as of the Closing Date.

vi. Such further instruments and documents as are reasonably necessary to complete the transfer of the Property to Purchaser in accordance with the terms of this Agreement.

b. **Seller's Closing Deliveries.** On or before the Closing Date, Seller will deliver into the Closing Escrow (except as otherwise set forth below) executed originals of the following documents, in form and substance reasonably satisfactory to counsel for Purchaser and Seller ("**Seller's Closing Deliveries**"):

i. The Deed conveying the Real Property from Seller to Purchaser, executed by Seller.

ii. The Bill of Sale for the FF&E and Personal Property at the Facility from Seller to Purchaser.

iii. The General Assignment for the Intangible Property, from Seller to Purchaser.

iv. Resolutions of the Champaign County Board (the "**Board**") authorizing Seller to execute the closing documents, sufficient in form and content to meet the requirements of law relevant to such transactions, which resolutions shall be certified to be true copies by the Clerk of the Board.

v. Such documents, certifications and statements as may be required by the Title Company to issue the Title Policy including, without limitation, a copy of the Title Company Disbursement Statement signed by Seller approving the payments and disbursements made by the Title Company.

vi. Any statement, affidavit or undertaking required by the Title Company in order to give Purchaser good and clear title to the Property per the requirements of this Agreement.

vii. Real Estate Transfer Tax Declarations for the Real Property, if any.

viii. A date-down certificate certifying that all of the representations and warranties made and given by Seller in this Agreement are true and correct as of the Closing Date.

ix. Copies of any payoff letters or releases with respect to any Removable Exceptions and any other mortgage secured by the Property.

x. The Escrow Holdback Agreement.

xi. Such further instruments and documents as are reasonably necessary to complete the transfer of the Property to Purchaser in accordance with the terms of this Agreement.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Purchaser that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date:

a. **Status.** Seller is a public body corporate and politic under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.

b. **Authority.** Seller has the full right, power and authority to enter into this Agreement.

c. **Necessary Action.** Seller has taken all action required under its organizational documents necessary to enter into this Agreement. This Agreement has been duly executed and delivered by Seller.

d. **Compliance with Agreements.** The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein, and all related documents will not result in a default under any deed of trust, mortgage, note, agreement, organizational document, or other instrument or obligation to which Seller is a party or by which the Property may be bound or affected and which will not be released, paid off or otherwise satisfied in connection with or prior to the Closing.

e. **Binding Agreement.** This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller and are and will be enforceable against Seller in accordance with the respective terms hereof and thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

f. **Title.** Seller has fee simple title to the Real Property, free and clear of all liens, encumbrances, covenants, conditions, restrictions, leases, tenancies, licenses, claims and options, except for the Permitted Exceptions.

g. **No Default.** To the best of Seller's knowledge, there is no default by Seller with respect to any obligations under any mortgage, contract, lease or other agreement affecting or relating to the Property.

h. **Litigation.** There are no lawsuits, investigations or other proceedings pending or, to Seller's knowledge, threatened against the Seller related to the Facility or Seller's right to own the Property or Seller's right to enter into this Agreement, other than as set forth in **Schedule 13(h)**. To Seller's knowledge, there are no ongoing audits of the Facility's billing by any third-party payor.

i. **AS IS.** Purchaser acknowledges and agrees that neither Seller nor any agent or representative of Seller have made, and Seller is not liable or responsible for or bound in any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the physical



condition of the Property, and specifically, the Facility, including all environmental matters, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the structural and mechanical condition of the buildings, structures and improvements situated thereon, the plumbing, heating, air conditioning, electric and ventilating systems serving the Property and any other matter or thing whatsoever with respect thereto. Purchaser acknowledges, agrees, represents and warrants that it has and shall have the opportunity to inspect the Property and all matters comprising the Property, including the Facility, and has or shall have access to information and data relating to all of same as Purchaser deems necessary, prudent, appropriate or desirable for the purposes of this transaction. Purchaser acknowledges that it is fully familiar with the Property and Purchaser expressly agrees to accept the Property “AS IS, WHERE IS AND WITH ALL FAULTS”, in its current condition, subject to reasonable wear and tear. In addition to, and without limiting the foregoing, Purchaser further acknowledges and agrees that the Property is conveyed in its “AS IS” condition with respect to environmental matters, and Purchaser hereby assumes the risk that adverse past, present or future conditions may not be revealed in its inspection or investigation.

j. **Financial Statements.** To the best of Seller’s knowledge, the financial statements furnished to New Operator and Purchaser are true, correct and complete in all respects, fairly represent the financial condition of New Operator and are not misleading in any respect.

k. **Survival of Representations or Warranties.** The representations and warranties of Seller under this Agreement shall survive the Closing of the transaction contemplated hereunder for the period of eighteen (18) months after the Closing Date; provided, however, that the representations and warranties set forth in **Section 13(a)** (Status) and **Section 13(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Closing and continue in full force and effect for the maximum period permitted by applicable law.

14. **PURCHASER’S REPRESENTATIONS AND WARRANTIES.** Purchaser hereby warrants and represents to Seller that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date:

a. **Status.** Purchaser is a [limited liability company] duly formed and validly existing under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.

b. **Authority.** Purchaser has full right, power and authority to enter into this Agreement.

c. **Necessary Action.** Purchaser has taken all action required under its organizational documents necessary to enter into this Agreement. This Agreement has been duly executed and delivered by Purchaser.

d. **Survival of Representations and Warranties.** The representations and warranties of Purchaser under this Agreement shall survive the closing of the transactions completed hereunder for a period of eighteen (18) months after the Closing Date; provided, however, that the representations and warranties set forth in **Section 14(a)** (Status of Seller) and **Section 14(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Closing and continue in full force and effect for the maximum period permitted by applicable law.

15. **CONDITIONS TO PURCHASER'S OBLIGATIONS.** Purchaser's obligations under this Agreement, including the obligation to pay the Purchase Price and close this transaction, are contingent and subject to fulfillment of each of the following conditions prior to the Closing Date, any one of which may be waived by Purchaser in writing (collectively, "**Purchaser's Conditions Precedent**"):

a. **Certification.** Between the Effective Date and the Closing Date, there shall not have been any material adverse change in the regulatory status or condition of any of Seller's certifications for the Facility's participation in the Medicare and Medicaid reimbursement programs.

b. **Seller's Representations, Warranties and Covenants.** Seller's representations, warranties and covenants contained in this Agreement or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true as of the Closing Date as though such representations, warranties and covenants were then again made.

c. **Seller's Performance.** Seller shall have performed all of its obligations and covenants under this Agreement that are to be performed prior to or at Closing.

d. **Closing Deliveries.** Seller shall have executed and delivered all of Seller's Closing deliveries per **Section 12(b)**.

e. **Title Insurance.** On the Closing Date, Seller shall deliver insurable fee simple title to the Real Property, subject only to the Permitted Exceptions.

f. **Change in Ownership.** There has been no change in the ownership, operation or control of the Property (or any portion thereof) between the Effective Date and the Closing Date.

g. **Absence of Litigation.** No action or proceeding has been instituted or, to Seller's knowledge, threatened before any court or governmental body or authority the result of which is reasonably likely to prevent the acquisition by Purchaser of the Property, or the consummation of the transaction contemplated hereby. There are no orders which are entered after execution of this Agreement and prior to Closing and which shall result in the immediate forced closing of the Facility prior to the Closing Date.

h. **No Material Adverse Change.** Since the end of the Inspection Period, there shall have been no material adverse change in the physical condition of the Property. For

purposes of this Agreement “material adverse change” shall mean any event, occurrence or change that is materially adverse to the physical condition of the Property, when taken as a whole, but shall exclude any adverse effect resulting from, arising out of or relation to (A) war or terrorism, (B) acts of God; (C) changes affecting the Illinois senior housing industry generally, (D) changes in business or economic conditions in the United States generally, (E) actions made pursuant to the terms of this Agreement, the OTA or with Seller’s express written consent; or (F) any announcement or disclosure of the pendency of the transactions set forth herein or in the OTA.

i. **Removal of Personal Property Liens.** The Property shall be free and clear of all liens, claims and encumbrances other than those expressly permitted herein or that will be paid or otherwise satisfied by Seller on the Closing Date.

j. **Zoning.** Purchaser shall receive zoning compliance letters reflecting the Property’s compliance with respect to the Facility and permitting the continued operation by Purchaser or New Operator of the Facility on the Property as a skilled nursing facility, provided, Purchaser timely requested the same. There shall not be any change in the use of the Facility since the issuance of the zoning compliance letters to Purchaser.

k. **New Licenses.** Provided New Operator timely applied to IDPH and used best efforts to submit a correct and complete application, New Operator shall have received adequate assurance of obtaining the IDPH License, which may occur by receipt of a letter or email from IDPH stating that the License shall be issued upon notification of the Closing.

l. **Personal Property; FF&E.** All FF&E and other Personal Property shall be located at the Facility on the Closing Date. Unless specifically permitted pursuant to the terms of this Agreement, Seller shall not have removed any FF&E or Personal Property from the Facility.

m. **Licenses and Census.** To the extent required by law, as of the Closing Date:

i. The Facility is licensed by IDPH, which license shall on the Closing Date be in good standing and full force and effect, permitting the operation of the Facility as a skilled nursing facility with 243 skilled nursing beds (the “*Licensed Beds*”).

ii. The Facility is not subject to a denial for payment of new admissions.

iii. The Facility shall be in substantial compliance with and certified for participation in Medicaid and Medicare programs, which certifications shall on the Closing Date be in good standing and full force and effect, subject to no waivers and limitations.

iv. On the date of the Closing, the census of residents at the Facility (based upon the immediately preceding seven (7) days prior to Closing Date) with verified payor sources shall be not less than 87.5% of the census of residents at the Facility (based upon the immediately preceding seven (7) days prior to the Effective Date) with verified payor sources.

n. **Code Violations.** There shall be no outstanding Life Safety Code or IDPH violations that have not been corrected at least three (3) business days prior to the Closing Date.

o. **Schedules and Exhibits.** Purchaser shall have approved of any Exhibits or Schedules added hereto, or updated, following the Effective Date.

p. **Operations Transfer Agreement.** Seller and New Operator shall have entered into the OTA in the form of **Exhibit C**. All conditions precedent required for the consummation of the transactions set forth in the OTA shall have been met, except for the Closing hereunder.

q. **Accuracy of Representations and Warranties of Seller.** No representation or warranty by or on behalf of Seller contained in this Agreement, and no statement by or on behalf of Seller in any certificate, list, exhibit or other instrument furnished or to be furnished to Purchaser by or on behalf of Seller pursuant hereto, contains any materially untrue statement, or omits or will omit to state any fact which is material and necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading in a material way. For the avoidance of doubt, and notwithstanding anything herein to the contrary, Seller shall have no liability for any inaccuracy or breach of any representation or warranty if Purchaser had knowledge of said inaccuracy or breach or the underlying facts giving rise to such inaccuracy or breach, before the Closing.

r. **Special Use Permit.** The City of Urbana, Illinois shall have issued such opinions and/or new permits, if needed, allowing a non-governmental entity to own and operate the Property.

s. **Board Approval.** The Board shall have approved the disposition of the Property by a vote of a two-thirds majority of the full Board.

16. **CONDITIONS TO SELLER'S OBLIGATIONS.** All obligations of Seller under this Agreement are subject to fulfillment of each of the following conditions prior to the Closing Date (or on the Closing Date where so indicated), any one or all of which may be waived by Seller in writing (collectively, "***Seller's Conditions Precedent***"):

a. **Purchaser's Representations, Warranties and Covenants.** Purchaser's representations, warranties and covenants contained in this Agreement or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true at the Effective Date and as of the date of Closing as though such representations, warranties and covenants were then again made.

b. **Purchaser's Performance.** Purchaser shall have performed its obligations and covenants under this Agreement that are to be performed prior to or at Closing, including but not limited to application for all appropriate licenses and delivery of all of Purchaser's Closing deliveries.

- c. **Absence of Litigation.** No action or proceeding shall have been instituted, nor any judgment, order or decree entered by any court or governmental body or authority preventing the acquisition by Purchaser of the Property or the acquisition by Purchaser of the Personal Property or the consummation of any other transaction contemplated hereby.
- d. **Closing Deliveries.** On the Closing Date, Purchaser shall have executed and delivered to Seller all of Purchaser's Closing Deliveries under **Section 12(a)**.
- e. **Board Approval.** The Board shall have approved the disposition of the Property by a vote of two-thirds majority of the full Board.
- f. **Special Use Permit.** The City of Urbana, Illinois shall have issued such opinions and/or new permits, if needed, allowing a non-governmental entity to own and operate the Property.

17. **ACCESS TO RECORDS.**

- a. **Facility Records.** On the Closing Date, Seller shall leave at the Facility for Purchaser or New Operator all of Seller's records for the existing Facility employees and residents.
- b. **Seller's Access to Records.** Subsequent to the Closing Date, Purchaser and New Operator shall grant Seller and its respective agents and representatives access to (upon reasonable prior notice and during normal business hours), including the right to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Closing Date, at Seller's own expense, to, among other things, enable Seller to investigate and defend audits, claims, litigation or to file or defend cost reports.
- c. **Purchaser's and New Operator's Access to Records.** Subsequent to the Closing Date, Seller shall grant Purchaser, New Operator and their respective agents and representatives reasonable access to (upon reasonable prior notice and during normal business hours), including the right to make copies of, books and records and supporting material of the Facility relating to the three (3) year period prior to the Closing Date, at Purchaser's or New Operator's own expense and to the extent reasonably necessary to enable Purchaser and New Operator to investigate and defend audits, claims, litigation or to file or defend cost reports.

18. **CASUALTY/CONDEMNATION.**

- a. **Notice.** Seller shall promptly notify Purchaser of any casualty damage it becomes aware of, or notice of condemnation that Seller receives prior to the Closing Date.
- b. **Non-Substantial Damage from Casualty.** If: (A) any portion of the Property is damaged by fire or casualty after the Effective Date and is not repaired and restored substantially to its original condition prior to Closing, and (B) at the time of Closing the estimated cost of repairs is Two Hundred Fifty Thousand Dollars (\$250,000) or less, as

determined by an independent adjuster engaged by Seller, and (C) for other reasons Purchaser has not otherwise elected to terminate pursuant to **Section 20(a)(ii)**, Purchaser shall be required to purchase the Property in accordance with the terms of this Agreement, and at Seller's option, (i) Purchaser shall receive a credit at Closing of the estimated cost of repairs determined by the aforesaid independent adjuster and Seller shall retain all insurance claims and proceeds with respect thereto; or (ii) at Closing, Seller shall: (1) assign to Purchaser, without recourse, all insurance claims and proceeds with respect thereto (less sums theretofore expended in connection with such fire or casualty, if any, by Seller, including for temporary repairs or barricades) (in which event Purchaser shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage), and (2) credit Purchaser at Closing with an amount equal to Seller's insurance deductible. Seller shall have no liability or obligation with respect to the quantity or condition of the Property to the extent affected by such fire or casualty and shall be released from any representation and warranty regarding same to the extent affected by such fire or casualty. Notwithstanding the foregoing, Purchaser shall not be obligated to purchase the Property as set forth in this section in the event that such casualty materially interferes with the ability to operate the Facility as a skilled nursing facility with the Licensed Beds, in the sole discretion of Purchaser.

c. **Substantial Damage from Casualty.** If, at the time of Closing, the estimated cost of repairing such damage is more than Two Hundred Fifty Thousand Dollars (\$250,000) with respect to the Facility, as determined by such independent adjuster, Purchaser may, in its sole discretion: (i) terminate this Agreement by notice to Seller within ten (10) days after receipt of notice of such casualty (which shall be deemed a termination pursuant to **Section 20(a)(ii)** of this Agreement); or (ii) proceed to Closing in accordance with **Section 18(b)**.

d. **Condemnation.** If, prior to Closing, a "material" portion of the Property is taken by eminent domain, then Purchaser shall have the right, within fifteen (15) days after receipt of notice of such material taking, to terminate this Agreement (which shall be deemed a termination pursuant to **Section 20(a)(i)** of this Agreement). If Purchaser elects to proceed and to consummate the purchase despite said material taking (such election being deemed to have been made unless Purchaser notifies Seller in writing to the contrary within fifteen (15) days after notice from Seller to Purchaser of any taking), or if there is less than a material taking prior to Closing, there shall be no reduction in or abatement of the Purchase Price, Purchaser shall be required to purchase the Property in accordance with the terms of this Agreement and Seller shall assign to Purchaser, without recourse, all of Seller's right, title and interest in and to any award made or to be made in the eminent domain proceeding (in which event Purchaser shall have the right to participate in the adjustment and settlement of such eminent domain proceeding). For the purpose of this section, the term "material" shall mean any taking of in excess of ten percent (15%) of the square footage of the Facility or twenty percent (20%) of the Real Property associated with the Facility that would: (i) adversely affect Purchaser's or New Operator's ability after said taking to operate the Facility in compliance with the IDPH License; or (ii) eliminate after said taking a means of egress and ingress to and from the Facility to a public right of way; or (iii) cause the use of the Facility after said taking to no longer be in compliance with all

applicable zoning and building rules, regulations and ordinances.

19. **INDEMNIFICATION.**

a. **Indemnification by Purchaser.** Subject to the first dollar Basket and Ceiling described below, Purchaser agrees to indemnify and hold harmless Seller from and against all liabilities, claims, losses, demands and causes of action of any nature whatsoever (collectively, "**Losses**") arising out of: (i) any breach by Purchaser of its obligations, representations, warranties or covenants hereunder, (ii) injury to or death of persons or loss of or damage to property occurring on the Property or at the Facility on or after the Closing Date, (iii) any Third Party Claims (as hereinafter defined) or (iv) any liability which may arise from ownership, use or condition of the Property after the Closing Date to the extent it relates to the ownership or use of the Property on or after the Closing Date. Purchaser further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Seller of any such Losses (as hereinafter defined).

b. **Indemnification by Seller.** Subject to the first dollar Basket and Ceiling described below, Seller hereby agrees to indemnify and hold harmless Purchaser from and against all Losses arising out of: (i) any breach by Seller of its obligations, representations, warranties or covenants hereunder, (ii) injury to or death of persons or loss of or damage to property occurring on or at the Facility prior to the Closing Date or in any manner growing out of or connected with the use or occupancy of the Facility or the condition thereof, or the use of any adjoining sidewalks, streets or ways on or prior to the Closing Date, (iii) any Third Party Claims, or (iv) any liability which may arise from ownership, use or condition of the Property before the Closing Date to the extent it relates to the ownership or use of the Property before the Closing Date. Seller further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Purchaser of any such Losses.

c. **Indemnification Claims.** In the event that any liability, claim (including any Third Party Claim), demand or cause of action which is indemnified against by or under any term, provision, section or paragraph of this Agreement ("**Indemnitee's Claim**") is made against or received by any indemnified party (hereinafter "**Indemnitee**") hereunder, said Indemnitee shall notify the indemnifying party (hereinafter "**Indemnitor**") in writing within twenty one (21) calendar days of Indemnitee's receipt of written notice of said Indemnitee's Claim; provided, however, that Indemnitee's failure to timely notify Indemnitor of Indemnitee's receipt of an Indemnitee's Claim shall not impair, void, vitiate or invalidate Indemnitor's indemnity hereunder nor release Indemnitor from the same, which duty, obligation and indemnity shall remain valid, binding, enforceable and in full force and effect so long as Indemnitee's delay in notifying Indemnitor does not, solely by itself, directly and materially prejudice Indemnitor's right or ability to defend the Indemnified Claim. Upon its receipt of any or all Indemnitee's Claim(s), Indemnitor shall diligently and vigorously defend, compromise or settle said Indemnitee's Claim at Indemnitor's sole and exclusive cost and expense and shall promptly provide Indemnitee evidence thereof within twenty one (21) calendar days of the final, unappealable resolution of said Indemnitee's Claim, provided such claim is for litigation only. In the event of an Indemnitee's Claim unrelated to litigation (e.g., Medicaid takeback), Indemnitor shall be



responsible for any damages, costs or expenses to Indemnitee, including, but not limited to, attorneys' fees incurred as a result of the indemnification event to be paid to Indemnitee within thirty (30) days of written demand for the same. Upon the receipt of the written request of Indemnitee, Indemnitor shall within fourteen (14) calendar days provide Indemnitee a true, correct, accurate and complete written status report regarding the then-current status of said Indemnitee's Claim. Indemnitee may not settle or compromise an Indemnitee's Claim without Indemnitor's prior written consent. Failure to obtain such consent shall be deemed forfeiture by Indemnitee of its indemnification rights hereunder.

d. **Third Party Claim.** As used herein, "*Third Party Claim*" shall mean any claim, suit, or proceeding that is instituted against an Indemnitee by a person or entity other than an Indemnitor and which, if prosecuted successfully, would result in a Loss for which such Indemnitee is entitled to indemnification hereunder.

e. **Basket.** Neither Seller nor Purchaser shall have the right to assert any Indemnitee's Claim unless the claim, in the aggregate with any other claims proposed to be asserted by such Indemnitee, exceeds Fifty Thousand Dollars (\$50,000) (the "*Basket*"), provided, however, that if and when such threshold is reached and thereafter, any and all claims shall be payable from the first dollar of such Losses, provided, however, the Basket shall not apply to indemnification for any Losses related to Recapture claims.

f. **Ceiling** The maximum amount of liability that any party shall have to the other in all circumstances for any and all Losses or any other indemnification obligation related to this Agreement shall not exceed in the aggregate, an amount equal to One Million Dollars (the "*Ceiling*").

g. **Escrow Holdback** On the Closing Date, Seller shall deposit in an interest-bearing escrow account with the Title Company the total sum equal to three percent (3%) of the Purchase Price (the "*Escrow Holdback*"). The Escrow Holdback shall be held by the Title Company and distributed in accordance with the terms of an escrow holdback agreement to be entered into by and among the Seller, Purchaser and New Operator (the "*Escrow Holdback Agreement*"). The purpose of the Escrow Holdback shall be to provide Purchaser and New Operator with readily available funds for satisfaction of all payment of any amounts due with respect to any of the Seller's indemnification obligations pursuant to this Agreement and to New Operator under the OTA, in all instances made before the three (3) year anniversary of the Closing Date (the "*Escrow Release Date*"). On the one (1) year anniversary of the Closing Date, a portion of the Escrow Holdback shall be released to Seller such that the balance of the funds remaining in the Escrow Holdback shall be equal to two percent (2%) of the Purchase Price. On the two (2) year anniversary of the Closing Date, a portion of the Escrow Holdback shall be released to Seller such that the balance of the funds remaining in the Escrow Holdback shall be equal to One Percent (1%) of the Purchase Price. On the Escrow Release Date, the Title Company shall deliver to Seller all amounts remaining in the Escrow Holdback, provided that on such date there does not exist a pending or unresolved Escrow Claim, in which event the amount of such pending or unresolved claim shall remain in the Escrow Holdback until paid to either Seller, Purchaser or New Operator in connection with the resolution of such claim.

**h. Indemnification Survival**

i. The representations and warranties in **Section 13** and **Section 14** and the parties' obligations under this **Section 19** shall survive the Closing and remain effective for a period of for a period of eighteen (18) months from the Closing Date, except for those related to the representations and warranties specifically surviving the Closing until barred by applicable law (collectively, the "*Survival Period*").

ii. Notwithstanding any provision herein to the contrary, no claim may be asserted from the breach of any representation, warranty, covenant, or agreement contained herein after the expiration of the Survival Period as set forth in **Section 19(c)(i)**. Notwithstanding any limitation set forth in **Section 19(c)**, neither party shall be precluded from continuing to seek a remedy for claims initiated prior to the expiration of the Survival Period or other deadline for the making of claims or for filing claims or counterclaims that arise out of claims made prior to the expiration of the Survival Period or other deadline for the making of claims.

**20. TERMINATION.**

a. **Termination.** This Agreement may be terminated at any time prior to the Closing under the following circumstances:

i. the mutual written consent of all parties hereto;

ii. by Purchaser, if Seller is unable to meet a condition precedent prior to the Closing Date (as the same may be extended) as required by the terms of this Agreement or is in breach of its obligation to consummate the transaction contemplated by this Agreement pursuant to the terms hereof, and such breach has not been (A) waived in writing by Purchaser or (B) cured by Seller within ten (10) days after notice to Seller of such breach; provided, however, that in lieu of the termination rights offered under this clause (b), Purchaser may instead seek specific performance of this transaction; or

iii. by Seller, if Purchaser is unable to meet a condition precedent prior to the Closing Date (as the same may be extended) as required by the terms of this Agreement, including, specifically Seller's receipt of Board approval per **Section 16(e)**, or if Purchaser is in breach of its obligation to consummate the transaction contemplated by this Agreement pursuant to the terms hereof, and such breach has not been (A) waived in writing by Seller or (B) cured by Purchaser within ten (10) days after notice to Purchaser of such breach.

**b. Effect of Termination .**

i. In the event this Agreement is terminated in accordance with the terms of **Section 20(a)**, the provisions of this Agreement shall immediately become void and of no further force and effect, except with respect to this **Section 20** and as otherwise specifically provided for in this Agreement.

ii. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(i)** (including provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be delivered to Purchaser and each party will thereafter be relieved of any obligation to the other party with respect to this Agreement, except as otherwise specifically provided for in this Agreement.

iii. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(ii)** (or provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be returned to Purchaser and Purchaser shall be entitled to reimbursement from Seller of all of Purchaser's out of pocket costs and expenses related to the potential acquisition of the Facility, including, without limitation, legal fees and fees paid to third parties in connection with Purchaser's Due Diligence Review.

iv. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(iii)** (or provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be delivered to Seller as Seller's sole and exclusive remedy.

v. Notwithstanding the foregoing, in the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(iii)** as a result of the Board failing to approve the transaction as required by **Section 16(e)** or the failure of the City of Urbana to issue the Special Use as required by **Section 16(f)**, the entire Escrow Deposit shall be returned to Purchaser.

## 21. LIABILITIES.

a. **Seller's Liabilities.** Except as otherwise set forth in this Agreement, Purchaser does not assume, and shall not be liable for, any debts, liabilities or obligations of Seller including, but not limited to, any (i) liabilities or obligations of Seller to its creditors, (ii) liabilities or obligations of Seller with respect to any acts, events or transactions occurring after the Closing Date, (iii) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Seller or the assets or business of Seller, or applicable to, incurred by and accrued or assessed against the Facility for periods on or prior to the Closing Date, (iv) contingent liabilities or obligations of Seller, whether known or unknown by Seller, Purchaser or New Operator, (v) any liabilities with respect to the Facility prior to the Closing Date or (vi) any other liabilities resulting from any act or failure to act by Seller on or prior to the Closing Date.

b. **Purchaser's Liabilities.** Except as otherwise set forth in this Agreement, Seller does not assume, and shall not be liable for, any debts, liabilities or obligations of Purchaser including, but not limited to, any (i) liabilities or obligations of Purchaser to its creditors, (ii) liabilities or obligations of Purchaser with respect to any acts, events or transactions occurring on or after the Closing Date, (iii) liabilities or obligations of Purchaser for any federal, state, county or local taxes applicable to or assessed against Purchaser or the assets

or business of Purchaser, or applicable to, incurred by and accrued or assessed against the Facility on or after the Closing Date, (iv) contingent liabilities or obligations of Purchaser, whether known or unknown by Purchaser, New Operator or Seller, or (v) any other liabilities resulting from any act or failure to act by Purchaser after the Closing Date.

c. **Anti-Sandbagging.** Notwithstanding anything herein to the contrary, neither party shall have liability for any inaccuracy or breach of any representation or warranty if, before the closing, the other party had actual knowledge of said inaccuracy or breach or the underlying facts giving rise to such inaccuracy or breach.

## 22. POST-CLOSING COVENANTS.

a. **Use Covenants.** Purchaser hereby covenants that beginning on the Closing Date and continuing through December 31, 2027:

i. **Property Use .** The Facility shall be operated as a skilled nursing facility with at least 220 licensed beds. The Facility shall not be used for any purpose except as a skilled nursing facility, geriatric center, long-term care facility or assisted living facility, provided it complies with **Section 22(a)(iii)** in all instances.

ii. **Residents.** All persons who are residents of the Facility on the Commencement Date shall continue to be residents after the Commencement Date. New Operator shall not transfer any existing resident to another facility unless: (i) the resident has provided written consent; (ii) there is a medical necessity as determined by a medical professional in accordance with standard industry practice; (iii) the resident does not have a payor source, or (iv) the resident is a danger to the facility, the employees of the facility, and/or the other residents as determined by a medical professional in accordance with standard industry practice.

iii. **Medicaid Beds.** At least fifty percent (50%) of the licensed beds shall be primarily reserved and certified for Medicaid Managed Eligible Participants to the extent allowed by law and New Operator will use commercially reasonable efforts to accept all Medicaid Managed Eligible Participants. Medicaid Managed Eligible Participants means those individuals that are eligible to participate in the Illinois Medicaid as determined by HFS and/or other applicable governmental agencies.

iv. **Priority to County Residents.** New Operator shall provide priority for admissions to residents of Champaign County, Illinois where there are insufficient beds for both individuals within Champaign County, Illinois and outside of Champaign County, Illinois.

b. **Employees.** Purchaser shall ensure that New Operator: (i) re-hires all of the current employees at the Facility on the Closing Date who pass a background check, (ii) does not terminate 10% or more of the current employees within the first 60 days following the Closing Date and (iii) does not terminate 20% or more of the current employees during the first 6 months after the Closing Date. Nothing in this paragraph, however, shall create any



Urbana, Illinois 61082  
Email: [cweibel@co.champaign.il.us](mailto:cweibel@co.champaign.il.us)

Champaign County Board  
c/o Debra Busey, Intermin County Adminstator  
1776 East Washington Street  
Urbana, Illinois 61082  
Email: [dbusey@co.champaign.il.us](mailto:dbusey@co.champaign.il.us)

with a copy to: Polsinelli PC  
150 N. Riverside Plaza, Suite 3000  
Chicago, IL 60606  
Attention: Charles Sheets, Esq.  
Email: [CSheets@Polsinelli.com](mailto:CSheets@Polsinelli.com)

If to Manager: SAK Management Sevices, LLC  
One Northfield Plaza, Suite 210  
Northfield, IL 60093  
Attn: Suzanne Koenig  
Email: [skoenig@sakmgmt.com](mailto:skoenig@sakmgmt.com)

If to Purchaser: [ ]  
[ ]  
[ ]  
Attention: [ ]  
Email: [ ]

with a copy to: Gutnicki LLP  
4711 Golf Road, Suite 200  
Skokie, IL 60076  
Attention: Stacy J. Flanigan  
Email: [sflanigan@gutnicki.com](mailto:sflanigan@gutnicki.com)

Each such notice and other communication under this Agreement shall be effective or deemed delivered or furnished (a) if given by mail, on the third business day after such communication is deposited in the mail; (b) if given by electronic mail, when such communication is transmitted to the email address specified above if sent before 5:00 p.m. (Central), otherwise on the following business day; and (c) if given by hand delivery, when left at the address specified above, and (d) if sent by recognized overnight carrier, then on the next business day immediately following the day sent. The above addresses may be changed by notice of such change, delivered as provided herein, to the last address designated.

25. **BROKERS** Seller hereby represents, covenants, and warrants to Purchaser that, except for Marcus & Millichap, it has employed no broker with respect to the transactions contemplated under this Agreement, and Seller hereby indemnifies Purchaser with respect to any claims of brokers claiming to represent Seller with respect to the transactions contemplated under this Agreement. Purchaser hereby represents, covenants, and warrants to Seller that it has employed no broker with respect to the transactions contemplated under this Agreement, and Purchaser hereby indemnifies Seller with respect to any claims of brokers claiming to represent Purchaser with respect to the transactions contemplated under this Agreement.

26. **CONSENT.** Whenever the consent of a party is required hereunder, such consent shall not be unreasonably withheld, delayed or conditioned, unless this Agreement provides that such consent is given at the sole discretion of a party or as otherwise expressly provided for herein to the contrary.

27. **ASSIGNMENT.** Seller may not assign its rights hereunder without the prior written consent of Purchaser, and Purchaser may not assign its rights hereunder without the prior written consent of Seller.

28. **CONSENT.** Whenever the consent of a party is required hereunder, such consent shall not be unreasonably withheld, delayed or conditioned, unless this Agreement provides that such consent is given at the sole discretion of a party or as otherwise expressly provided for herein to the contrary.

29. **EXHIBITS AND SCHEDULES.** Each Recital, Exhibit and Schedule shall be considered incorporated into this Agreement.

30. **TIME IS OF THE ESSENCE.** Time shall be of the essence in this Agreement.

31. **AMENDMENTS; SOLE AGREEMENT.** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and the parties acknowledge and understand that, upon completion, all such Schedules and Exhibits shall be deemed to be made a part collectively hereof.

32. **SUCCESSORS.** Subject to the limitations on assignment set forth above, all the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereto.

33. **CAPTIONS.** The captions and table of contents of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.



34. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws' provisions. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be brought exclusively in the state courts located in Champaign County, Illinois, or the federal courts located in the Central District of Illinois, and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the address set forth in the notice section hereof, such service to become effective three (3) business days after such mailing.

35. **SEVERABILITY.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

36. **USAGE.** All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require. "Any" or "any" when used in this Agreement shall mean "any and all". The word "including" when used in this Agreement, means "including, without limitation".

37. **HOLIDAYS.** Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or nationally recognized legal holiday, such time for performance shall be extended to the next business day.

38. **COUNTERPARTS; .PDF SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. Signatures exchanged by email in .pdf format shall be treated as original signatures of the parties for the purposes hereto.

39. **NO JOINT VENTURE.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this Agreement.

40. **NO STRICT CONSTRUCTION.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

41. **ATTORNEYS FEES.** If any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

**42. WAIVER OF JURY TRIAL EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HEREWITH OR HEREAFTER AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

[Signature Page Follows]

IN WITNESS WHEREOF, the hereto have caused this Agreement to be signed by persons authorized to do so on behalf of each of them respectively as of the day and year first above written.

**SELLER:**

THE COUNTY OF CHAMPAIGN,  
ILLINOIS, a public body corporate and  
politic of the State of Illinois

Attest:

By: \_\_\_\_\_  
C. Pius Weibel, County Board Chair

By: \_\_\_\_\_  
Gordy Hulten, County Clerk

**PURCHASER:**

[PURCHASER, LLC], an [Illinois  
limited liability company]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Schedule 9(c)(ii)

**PERMITTED TITLE EXCEPTIONS**

1. The land lies within the boundaries of St. Joseph Drainage District No. 3 and the Thomas Paine Sub-District thereof and is subject to assessments thereunder.
2. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
3. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes. This includes but is not limited to the dedications recorded September 18, 1956 as Document 573410 and 71R11777.
4. Easement in favor of Illinois Power Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded December 8, 1989 in Book 1666 at page 815 as document no. 89R24240.
5. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded June 6, 2005 as document no. 200515058.
6. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded May 7, 2009 as document no. 2009R12976.
7. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded March 14, 2011 as document no. 2011R05489.

[NTD: Update upon receipt of new title commitment.]

**Schedule 9(c)(iii)**

**PERMITTED EXCEPTIONS – EASEMENTS AND COVENANTS TO BE RECORDED**

1. Declaration of Covenants and Restrictions dated as of even date herewith by the County of Champaign for the benefit of the Property.

**Schedule 13(h)**

**LITIGATION**

None.

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 1 of Champaign County Nursing Home Subdivision, a part of the City of Urbana, Illinois, per plat recorded \_\_\_\_\_, 2018 as Document No. \_\_\_\_\_, in Champaign County, Illinois.

Common Address: 500 South Art Bartell Road, Urbana, Illinois 61802

Parcel No.: [92-21-16-200-\_\_\_\_\_]



**EXHIBIT B**

**Strict Joint Order Escrow**

**EXHIBIT C**

**Operations Transfer Agreement**

**OPERATIONS TRANSFER AGREEMENT**

by and among

**THE COUNTY OF CHAMPAIGN, ILLINOIS,**

as Seller,

**SAK MANAGEMENT SERVICES, LLC,**

as Manager,

and

**[NEW OPERATOR, LLC],**

as New Operator

May \_\_, 2018

**Champaign County Nursing Home**

**500 South Art Bartell Road**

**Urbana, Illinois 61802**

## OPERATIONS TRANSFER AGREEMENT

This **OPERATIONS TRANSFER AGREEMENT** (this “**Agreement**”) is entered into as of the \_\_\_ day of May, 2018 by and among The County of Champaign, Illinois, a public body corporate and politic of the State of Illinois (“**Seller**”), SAK Management Services, LLC, an Illinois limited liability company (“**Manager**”), and [New Operator, LLC], an [Illinois limited liability company] (“**New Operator**”).

### RECITALS

A. Seller is the owner and licensed operator of that certain 220 bed skilled nursing facility, which is licensed for 243 skilled nursing beds, commonly known as Champaign County Nursing Home, 500 South Art Bartell Road, Champaign, Illinois 61802 (the “**Facility**”).

B. Seller and Manager have entered into a Services Agreement dated June 22, 2017 (“**Management Agreement**”).

C. Seller has or will be entering into that certain Asset Purchase Agreement (the “**Purchase Agreement**”) with [Purchaser, LLC], an [Illinois limited liability company] (“**Purchaser**”), pursuant to which the Facility and its real and personal property shall be sold to Purchaser.

D. Concurrent with the closing of the transactions contemplated under the Purchase Agreement and this Agreement, on the Commencement Date, New Operator shall be the new licensed operator of the Facility.

E. In order to ensure a smooth transition of the operations of the Facility from Manager to New Operator, the parties desire to enter into this Agreement.

### AGREEMENT

**NOW, THEREFORE**, for the mutual promises, representations, warranties and covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the parties hereto, the parties hereto agree as follows:

1. **COMMENCEMENT DATE.** Although this Agreement shall be effective as of the date first written above, the transfer of operations contemplated by this Agreement shall commence and be effective on and as of the Closing Date, as defined in the Purchase Agreement (the “**Commencement Date**”). Manager and New Operator agree to cooperate with each other to affect an orderly transfer of the operations of the Facility as of the Commencement Date.

2. **CONDITIONS PRECEDENT.**

a. New Operator’s obligation to consummate the transactions contemplated in this Agreement shall be subject to the following conditions precedent on and as of the Commencement Date to the reasonable satisfaction of New Operator or the written waiver thereof by New Operator:

- i. Seller and Manager shall have duly and timely materially performed and fulfilled all of their material duties, obligations, promises, covenants and agreements hereunder, shall not be in breach of any term of this Agreement and the representations and warranties given by Seller to New Operator hereunder shall be materially true and correct, as of such date.
- ii. Delivery by Seller of a fully executed Bill of Sale for the Supplies (as hereinafter defined) of the Facility.
- iii. Delivery by Seller of a fully executed General Assignment of the Intangible Property (as hereinafter defined) of the Facility.
- iv. Delivery by Seller of a date-down certificate certifying that all of the representations and warranties made and given by Seller in this Agreement are true and correct as of the Commencement Date.
- v. Consummation of the transactions contemplated under the Purchase Agreement.
- vi. New Operator shall have obtained all necessary government approvals that are required to operate the Facility as a skilled nursing facility under Illinois law (the "License"), which may be evidenced by a comfort letter from the Illinois Department of Public Health ("IDPH") approving the transfer of ownership of the Facility contingent upon submission to IDPH of a recorded deed.
- vii. Seller or Manager shall notify the Illinois Department of Revenue (the "IDR") and shall request tax clearance certificates from the IDR. No later than three (3) business days prior to the Commencement Date, Seller or Manager shall (A) obtain either a full release of claims from the IDR with respect to all debts owed by Seller or a statement setting forth all IDR debts owed by Seller and (B) provide New Operator with a statement setting forth the amount owed by Seller with respect to all Illinois and federal payroll, assessment and other taxes and all license fees, including supporting materials.
- viii. No action or proceeding shall have been instituted, nor any judgment, order or decree entered by any court or governmental body or authority preventing the consummation of the transaction contemplated by this Agreement or the Purchase Agreement, or which could materially and adversely affect New Operator's ability to operate the Facility as a skilled nursing facility with the same number and type of beds and units as are operating at the Facility on the date hereof.
- ix. Since the end of the Inspection Period (as defined in the Purchase Agreement), there shall have been no material adverse change in the condition of the business operations of the Facility. For purposes of this Agreement "material adverse change" shall mean any event, occurrence or change that is materially adverse to the condition of the business operations of the Facility, when taken as a whole, but shall exclude any adverse effect resulting from, arising out of or relation to (A) war or terrorism, (B) acts of God; (C) changes affecting the Illinois senior

housing industry generally, (D) changes in business or economic conditions in the United States generally, (E) actions made pursuant to the terms of this Agreement, the Purchase Agreement or with New Operator's express written consent; or (F) any announcement or disclosure of the pendency of the transactions set forth herein or in the Purchase Agreement.

x. The Facility is not in an open survey cycle for any IDPH survey violations (neither that deficiencies were found in a survey, but the Facility has not yet determined to be in substantial compliance with all survey requirements nor that has survey has occurred but the Facility has not yet received the violation notice).

b. Seller's and Manager's obligations to consummate the transaction contemplated in this Agreement shall be subject to the following conditions precedent on and as of the Commencement Date to the reasonable satisfaction of Seller or the written waiver thereof:

i. New Operator shall have duly and timely materially performed and fulfilled all of its material duties, obligations, promises, covenants and agreements hereunder, shall not be in breach of any term of this Agreement and the representations and warranties given by New Operator to Seller hereunder shall be materially true and correct as of such date.

ii. Delivery by New Operator of a date-down certificate certifying that all of the representations and warranties made and given by New Operator in this Agreement are true and correct as of the Commencement Date.

iii. Consummation of the transactions contemplated under the Purchase Agreement.

iv. Delivery by New Operator of Certificates of Good Standing from the State of Illinois Secretary of State, certified copies of the Articles of Organization of New Operator and any amendments thereto and a certified copy of the resolutions of New Operator, authorizing the execution, delivery and consummation of this Agreement and the execution, delivery and consummation of all other agreements and documents executed in connection herewith, including all instruments required hereunder, sufficient in form and content to meet the requirements of Illinois law relevant to such transactions and certified by an officer or manager of New Operator as adopted and in full force and effect and unamended as of the Commencement Date.

v. New Operator shall have obtained the License required to operate the Facility as a skilled nursing facility under Illinois law or the comfort letter described in Section 2(a)(vi).

### **3. CONVEYANCE OF PERSONAL PROPERTY, SUPPLIES AND INTANGIBLE PROPERTY.**

a. The property being transferred by Seller to New Operator hereunder (the "Property"), which specifically excludes the Excluded Property (as hereinafter defined),

shall consist of all of Seller's right, title and interest in and to the following:

i. All supplies used in the operation of the Facility and not otherwise transferred to Purchaser pursuant to the terms of the Purchase Agreement, but specifically excluding all personal property owned by residents of the Facility and all Personal Property and FF&E (as each are defined in the Purchase Agreement) and transferred to Purchaser thereunder) that are located at the Facility and utilized in connection with the operating or managing of the Facility (collectively, the "**Supplies**"). A list of any and all vehicles used in connection with the operation of the Facility is attached hereto and made a part hereof as **Schedule 3(a)(i)**, which shall be transferred from Seller to New Operator on the Commencement Date.

ii. To the extent assignable, the rights of Seller in the Assumed Contracts (as hereinafter defined).

iii. To the extent assignable by Seller, all licenses, permits (including any special use permits from any municipality or county where the Facility is located), certificates of need, accreditations, Medicaid and Medicare provider agreements and certificates of occupancy issued by any federal, state, municipal or local governmental authority relating to the use, maintenance, management or operation of the Facility, running to or in favor of Seller ("**Assumed Licenses**").

iv. All intangible property used in connection with the operation of the Facility, including: (A) all telephone numbers presently in use at the Facility, all telephone listings and any website data; (B) all books, files and records of the for current residents of the Facility in its possession ("**Resident Records**"), (C) all books, files and records of current employees of the Facility in its possession (the "**Employee Records**"); (D) any third party warranties associated with the Facility or the Property, to the extent assignable; (E) the rights of Seller under any provider agreements with any private third-party payor programs (excluding the right to any payments, reimbursement and/or recoupment accrued before the Commencement Date), but only to the extent assignable by Seller; (F) all policy and procedure manuals regarding the Facility; (G) the business and the goodwill associated with the business and the reputation of the Facility (collectively, along with the Assumed Contracts, Assumed Licenses, Warranties and Resident Agreements (each as defined herein), the "**Intangible Property**").

b. On the Commencement Date, Seller shall deliver to New Operator, at no cost to New Operator, a Bill of Sale for the Supplies of the Facility, which shall convey to New Operator good and marketable right, title and interest in and to the Supplies, free of all liens, encumbrances and security interests of any kind (the "**Bill of Sale**"). New Operator agrees that the presence of the Supplies at the Facility on the Commencement Date shall constitute delivery thereof.

c. On the Commencement Date, Seller shall deliver to New Operator, at no cost to New Operator, a General Assignment for the Intangible Property of the Facility, which shall convey to such New Operator good and marketable right, title and interest in and to



the Intangible Property free of all liens, encumbrances and security interests of any kind (the “**General Assignment**”).

4. **EXCLUDED PROPERTY.** Notwithstanding the foregoing, the following shall be excluded from the transfer by Seller to New Operator hereunder (the “**Excluded Property**”): (a) any of Seller’s accounts receivable, accounts payable or liabilities associated with the operation of the Facility prior to the Commencement Date; (b) cash and cash equivalents and third party payor settlements; (c) Seller’s rights under this Agreement and the agreements to be executed in connection herewith; (d) Seller’s organizational documents; (e) personal property owned by residents of the Facility and not by Seller; (f) the Rejected Contracts (as hereinafter defined) and any other contract, agreement, commitment, lease or other arrangement to which Seller is a party or that affects the Facility and that is not assumed by New Operator; (g) any confidential or proprietary information of Seller or any of its affiliates that is not primarily used or held in connection with the Facility, (h) all software that cannot be legally assigned and other nontransferable licenses; and (i) personal property owned by third party vendors and leased to Seller or any entity providing services at the Facility for use in connection with the operations of the Facility as listed on Schedule 4.

5. **TRANSFER OF RESIDENT TRUST FUNDS.**

a. On or prior to the Commencement Date, Manager shall provide to New Operator a true, correct and complete accounting (properly reconciled so that there are no negative balances), certified as being true, correct and complete by Manager, of any resident trust funds and an inventory of all residents’ property, if any, held by Manager for residents at the Facility (collectively, the “**Resident Trust Funds**”).

b. Manager hereby agrees to transfer to New Operator the Resident Trust Funds on the Commencement Date. Manager shall comply with all governmental statutes, rules and regulations with respect to the transfer of such Resident Trust Funds. New Operator hereby agrees that it will accept the Resident Trust Funds in trust for the residents, in accordance with applicable statutory and regulatory requirements, provided, however, such transfer shall not relieve Seller or Manager of their custodial and fiduciary responsibilities for such funds and property to the beneficiaries thereof for the period prior to the Commencement Date.

c. Seller will indemnify, defend and hold New Operator harmless from all liabilities, claims, demands and causes of action of any nature whatsoever, including reasonable attorneys’ fees, in the event the amount of funds, if any, transferred to New Operator did not represent the full amount of the funds delivered to Seller as custodian or with respect to any Resident Trust Funds delivered, or claimed to have been delivered, to Manager, but which were not delivered by Manager to New Operator, or for claims which arise from actions or omissions of Seller or Manager with respect to the Resident Trust Funds prior to the Commencement Date.

d. New Operator will indemnify, defend and hold Seller harmless from all liabilities, claims, demands and causes of action of any nature whatsoever, including reasonable attorneys’ fees, in the event a Resident Trust Funds claim is made against Seller or Manager

for funds that were transferred to New Operator pursuant to the terms hereof or relating to a Resident Trust Funds claim which arises from actions or omissions of New Operator after the Commencement Date.

6. **CHANGE OF OWNERSHIP APPROVAL.** At least thirty (30) days before the Commencement Date, New Operator shall execute and file any and all forms, notices, consents and applications as may be necessary to obtain the Licenses and, if allowed, the necessary government approvals that are required to receive reimbursement under Medicaid and the issuance of a Medicaid contract to New Operator upon transfer of ownership (collectively, the “**Government Approvals**”) prior to the Commencement Date, including any application with IDPH for approval to become the licensee of the Facility, and any application with the Illinois Department of Healthcare and Family Services (“**HFS**”) to become a Medicaid enrolled provider. Seller and Manager shall cooperate with New Operator as necessary in the preparation of these applications. Each party hereto agrees to use its best efforts to prepare and deliver to each other party all appropriate information and documents necessary for governmental applications for approval of a change of ownership for the Facility. New Operator’s obligations under this Section 6 shall be at its sole cost and expense, Seller shall be reimbursed by New Operator for any out of pocket expenses reasonably incurred in connection with Seller’s obligations under this Section 6.

7. **MEDICARE AND MEDICAID PROVIDER NUMBERS; FINAL COST REPORTS; RECAPTURE; TAXES AND FEES; CIVIL MONETARY PENALTIES.**

a. Effective on the Commencement Date, Seller shall sell, assign and convey to New Operator the Medicare provider number in use at the Facility (the “**Existing Medicare Provider Number**”), subject to the approval of the United States Department of Health and Human Services Centers for Medicare and Medicaid Services (“**CMS**”), by way of New Operator’s submitted 855A Medicare Enrollment Application. Provided New Operator is using commercially reasonable efforts to become Medicare certified and subject in all cases to applicable law, New Operator shall be permitted to bill under the Existing Medicare Provider Number during the period commencing on the Commencement Date and ending on the date of the issuance of the Medicare tie-in-notice, but in no event longer than seven (7) months (the “**Transition Period**”). Seller shall execute any and all documents necessary to and will otherwise cooperate in connection with the assignment of the Existing Medicare Provider Number. Promptly after the Commencement Date, New Operator will promptly complete its Medicaid Application with HFS to obtain an assignment of the existing Medicaid provider number (the “**Medicaid Provider Number**”). Notwithstanding the foregoing, Seller shall retain any and all rights relating to the Existing Medicare Provider Number and Medicaid Provider Number for all services rendered prior to the Commencement Date.

b. Manager shall prepare and file with the appropriate Medicare and Medicaid agencies its final cost reports with respect to the operation of the Facility prior to the Commencement Date prior to the deadline for the filing under the applicable third party payor program.

c. New Operator shall notify Seller and Manager, and Seller and Manager shall notify New Operator, within five (5) business days after receipt of any notice of any claim by the

United States Department of Health and Human Services, Office of Inspector General (“OIG”), CMS, IDPH, HFS or any other governmental or quasi-governmental agency or contractor for withholding, recoupment, repayment, recapture or recovery of or penalty related to any civil monetary penalty, any alleged overpayment by Medicaid or Medicare or related to any audit, including any alleged underpayment of any tax and/or assessment, if any (“Provider Tax”), or for bed taxes or assessments or any associated penalties (all of the foregoing, collectively, “Recapture”) for services rendered for the periods prior to the Commencement Date. In the event that the federal or state agencies making payments to New Operator for services performed at the Facility on or after the Commencement Date make any claim for Recapture for any period ending before the Commencement Date, then Seller shall save, indemnify, defend and hold New Operator harmless from and against any loss, damage, injury or expense incurred by New Operator arising from or related to any such claim. In connection with the foregoing indemnification obligation, in the event that OIG, CMS, IDPH, HFS or any other governmental or quasi-governmental authority, contractor or agency or other third party payor source withholds amounts from New Operator’s reimbursement checks as a result of any Recapture claim, Seller shall pay such amounts to New Operator within thirty (30) days following New Operator’s demand therefor. Seller and Manager shall be entitled to challenge any Recapture claim and if all or any part of such challenge is successful, New Operator will reimburse Seller for the amount received by New Operator from Seller related to the successfully challenged Recapture amount within thirty (30) days of receipt of credit or funds resulting from the successful challenge. Notwithstanding the foregoing, New Operator’s failure to timely notify or make demand on Seller with respect to any Recapture claim shall not void, vitiate or invalidate Seller’s obligations hereunder nor release Seller from any such duty or obligation. The provisions of this subsection shall survive the Commencement Date for a period of three (3) years.

d. Seller shall be and remain obligated for and shall pay on or before the date due thereof all fees, taxes or assessments, including all amounts of Illinois assessment tax or Illinois license fees/taxes accrued through the Commencement Date, including but not limited to the Illinois licensed bed tax, occupied bed tax and any other bed tax or Provider Tax or assessment, it being acknowledged that bed taxes are based on the assessment month and not the month of reporting. If Seller or Manager fail to make said payments on a timely basis and New Operator is required to make said payments or funds are withheld from New Operator’s reimbursement payments, Seller shall pay such amounts and any interest or late fees to New Operator within thirty (30) days following New Operator’s demand therefor. New Operator shall be and remain obligated for and shall pay on or before the date due thereof all fees, taxes and assessments accrued on and after the Commencement Date, including but not limited to any Provider Tax.

## 8. **CONTRACTS.**

a. New Operator acknowledges Seller or Manager has made available to it true, accurate and complete copies of all written equipment leases, service or maintenance contracts and agreements or other agreements affecting the Facility, including any pharmacy, therapy, managed care, service and employment contracts (collectively, the “Contracts”). A schedule of Contracts for the Facility is attached hereto as **Schedule 8(a)**.

After execution of this Agreement, Seller or Manager shall provide contact information for all third party managed care and insurance providers to allow New Operator to make arrangements for the execution of assignments of contracts or new contracts with such providers.

b. Notwithstanding anything contained herein to the contrary, on the Commencement Date, New Operator shall assume and be bound by the following union contracts (collectively, the “**Union Contracts**”): (i) the Agreement dated as of July 12, 2018 by and between Seller and the American Federation of State, County, and Municipal Employees (AFSCME) Council 31 AFL-CIO for its Affiliated Local 900 (The Nursing Home); and (ii) the Agreement dated as of July 12, 2018 by and between Seller and the American Federation of State, County, and Municipal Employees (AFSCME) Council 31 AFL-CIO for its Affiliated Local 900 (The Nursing Home Nurses’ Unit). Neither Seller nor Manager will modify, amend or make any additional agreements with respect to the Union Contracts after the Effective Date without New Operator’s written consent.

c. Concurrent with the Commencement Date, this Agreement shall be deemed an assignment of the rights, title and interest by Seller, and an assumption of the duties and obligations by New Operator, of each of the Contracts set forth on **Schedule 8(b)**, (the Contracts assumed hereunder, collectively with the Resident Agreements and the Warranties (as each are hereinafter defined), are herein referred to as the “**Assumed Contracts**”, and the Contracts not assumed by New Operator shall be referred to as the “**Rejected Contracts**”). If New Operator desires to assume any Contract that is not an Assumed Contract and delivers to Seller notice of the same within ten (10) business days of the date of this Agreement, then Schedule 8(b) shall be updated accordingly. Seller shall remain responsible for all liabilities and obligations (i) under the Rejected Contracts, (ii) under the Assumed Contracts to the extent such liabilities and obligations accrue or arise prior to the Commencement Date, and (iii) for services that were performed or rendered prior to the Commencement Date.

d. To the extent any third party consent is required in connection with the assignment and assumption of the Assumed Contracts, Seller and Manager hereby covenant to request such third party consent prior to the Commencement Date, New Operator acknowledging that the failure to obtain such consent shall not be a default hereunder.

e. On the Commencement Date, Seller shall transfer, convey and assign to New Operator pursuant to the General Assignment all existing agreements with residents and, to the extent assignable, any guarantors thereof (“**Resident Agreements**”) and to the extent assignable, any warranties presently held by Seller with respect to the Facility, including any warranties on the heating, ventilation and air conditioning systems and the roof and foundation of the Facility (the “**Warranties**”).

## 9. ASSUMPTION OF LIABILITIES.

a. Except as otherwise set forth in this Agreement, New Operator shall not assume or be liable for any debts, liabilities or obligations of Seller, Manager or with respect to the Facility prior to the Commencement Date, including any (i) liabilities or obligations of

Seller or Manager to their creditors, (ii) liabilities or obligations of Seller or Manager with respect to the Contracts for the period prior to the Commencement Date, (iii) liabilities or obligations of Seller or Manager with respect to Rejected Contracts, (iv) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Manager, Seller, their assets or business, or the Property for periods prior to the Commencement Date, (v) Recapture, penalties, adjustments, overpayments, assessments or charges with respect to Seller's Medicaid Provider Number or Medicare Provider Number for the period prior to the Commencement Date; (vi) any legal actions related to services provided before the Commencement Date, including any matters relating to cost reports, collections, audits, hearings or legal action arising therefrom; or (viii) any other liabilities resulting from any act or failure to act by Seller prior to the Commencement Date.

b. Except as otherwise set forth in this Agreement, Seller does not assume and shall not be liable for any debts, liabilities or obligations of New Operator or with respect to the Facility on or after the Commencement Date, including any (i) liabilities or obligations of New Operator to its creditors, (ii) liabilities or obligations of New Operator with respect to Assumed Contracts for services rendered on or after the Commencement Date, (iii) liabilities or obligations of New Operator for any federal, state, county or local taxes applicable to or assessed against New Operator or the assets or business of New Operator, or applicable to, incurred by and accrued or assessed against the Facility after the Commencement Date, (iv) Recapture, penalties, adjustments, overpayments, assessments or charges with respect to Seller's or New Operator's Medicaid Provider Numbers or Medicare Provider Numbers for the period on or after the Commencement Date; (v) any legal actions related to services provided on or after the Commencement Date; or (vi) any other liabilities resulting from any act or failure to act by New Operator on or after the Commencement Date.

**10. ACCOUNTS RECEIVABLE; ACCOUNTS PAYABLE.**

a. Seller and Manager shall retain the right to collect all unpaid accounts receivable as of 11:59 p.m. on the day prior to the Commencement Date with respect to the Facility to the extent that such accounts receivable relate to services rendered prior to the Commencement Date.

b. To the extent Seller, Manager or New Operator receives any payments for accounts receivable and the accompanying remittance advice or other payer designation does not indicate the period to which a payment relates or if there is no accompanying remittance advice or other payer designation and if the parties do not otherwise agree as to how to apply such payment, then, the parties will be deemed to have agreed that: (i) any undesignated payments received during the first forty-five (45) days after the Commencement Date shall be applied first to pre-Commencement Date balances for such resident until such balances have been reduced to zero, and any remaining portion shall be applied to post-Commencement Date balances, (ii) any undesignated payments received after the forty-fifth (45th) day, but before the ninetieth (90th) day after the Commencement Date, shall be split one-half to each of pre-Commencement Date balances and one-half to post-Commencement Date balances; and (iii) any undesignated payments received after

the ninetieth (90th) day after the Commencement Date shall be applied first to post-Commencement Date balances for such resident until such balances as of the date of funds' application have been reduced to zero, with any remaining portion applied to pre-Commencement Date balances, to the extent such resident has a pre-Commencement Date balance.

c. If at any time after the Commencement Date, Seller or Manager shall receive any payment from any federal or state agency for services rendered at the Facility on or after the Commencement Date, then Seller or Manager, as applicable, shall remit such payments (or an amount equal to such payments) to New Operator within ten (10) business days from identifying such payments. If at any time after the Commencement Date New Operator shall receive any payment from any federal or state agency for services rendered at the Facility prior to the Commencement Date, then New Operator shall remit such payments (or an amount equal to such payments) to Seller within ten (10) business days from identifying such payments.

d. To the extent either party receives payments for accounts receivable of the other party, both parties acknowledge that the party receiving the payment belonging to the other party shall hold the payment in trust, that neither party shall have any right to offset with respect to such accounts receivable, and that the party erroneously receiving the payment shall have no right, title or interest whatsoever in the payment and shall remit the same to the other within ten (10) business days from identifying such payments.

e. To the extent accounts payable have been accrued for a period that includes time both before and after the Commencement Date, the parties hereto shall apportion the responsibility for payment of the same on a pro rata basis based on number of days. Prior to the Commencement Date, Seller, Manager and New Operator agree to cooperate with each other to setup new accounts for utilities in New Operator's name and to notify the merchants, suppliers or other third parties that New Operator bears responsibility for accounts payable of the Facility with respect to the post-Commencement Date services related to the Assumed Contracts and utilities.

## 11. EMPLOYEES.

a. Seller shall terminate the employment of all employees providing services at the Facility (the "**Employees**") as of the Commencement Date. Except for the Union Contracts, New Operator shall not be bound by or required to assume any employment contracts to which Seller may be a party. Neither Seller nor Manager shall make any material changes in the compensation or benefits of any employee at the Facility prior to the Commencement Date, except with respect to Employees covered by the Union Contracts, in accordance therewith, and except with respect to Employees not subject to the Union Contracts, raises on such dates and in such amounts as are consistent with past practices.

b. Subject in all instances to the terms and conditions set forth in Section 19(b), New Operator shall rehire or offer to rehire all Employees as of the Commencement Date at wages and benefits sufficient to avoid the applicability of the Workers Adjustment and

Retraining Notification Act, 29 U.S.C. § 2101.

c. Seller shall pay the salaries due to Employees for the period prior to the Commencement Date during its regular payroll cycle.

d. Concurrent with the payment of the salaries post-commencement date, Seller shall pay the Employees the amount of any of their vacation pay that will have accrued prior to the Commencement Date. [NTD: can we get this as a credit or is payout a county requirement?]

e. At least seven (7) days prior to the Commencement Date, Seller or Manager shall provide New Operator with a schedule of all the Employees' accrued sick pay plus the associated payroll taxes and all other related payroll obligations including but not limited to all FICA, withholding, unemployment, worker's compensation or other employment related taxes, as well as any insurance premium obligations of Seller or Manager, vested or unvested ("Accrued Sick Pay"), which schedule shall include the value of the Accrued Sick Pay for the fully vested Employees based on their then applicable wages. Seller may update the schedule at anytime prior to Commencement Date with the updated amounts then becoming the Accrued Sick Pay amounts. The parties acknowledge that certain Accrued Sick Pay will not be due and owing by New Operator to the Employees. On the Commencement Date, Seller shall pay to New Operator an amount equal to 80% of the Accrued Sick Pay, as if there was no termination set forth in **Section 11(a)**. New Operator shall assume responsibility for the payment of all of the Accrued Sick Pay in accordance with Union Contracts, but shall not pay the Employees any Accrued Sick Pay outside the ordinary course of business. The Accrued Sick Pay shall not be subject to adjustments as set forth in **Section 14(c)**. The provisions of this **Section 11(e)** shall survive Commencement Date.

12. **RECORDS.** Seller and Manager shall leave at the Facility either the originals or full and complete copies of all Resident Records and Employee Records.

13. **ACCESS.**

a. Prior to the Commencement Date, with Manager's written consent after receipt of written notice from New Operator delivered two business days prior, Manager shall permit New Operator reasonable access to the Facility and any information reasonably requested in connection with New Operator's due diligence, provided that such access rights are not disruptive to the operations at the Facility and are at all times in compliance with all state and federal laws governing the rights of the residents of the Facility.

b. After the Commencement Date, New Operator shall allow Seller, Manager and their agents and representatives reasonable access to (upon reasonable prior notice and during normal business hours) and to make copies of the books and records and supporting material of the Facility relating to the period prior to the Commencement Date, at Seller's or Manager's expense, as applicable, to allow Seller or Manager to investigate and defend malpractice, employee or other claims, and to file or defend cost reports and tax returns.

14. **PRORATIONS.**



a. On and as of the Commencement Date, Seller and New Operator shall prorate revenues and expenses pertaining to the Facility, utility charges for the billing period in which the Commencement Date occurs, Assumed Contracts, Employee salaries, prepaid income and expenses, Illinois bed taxes or assessments, personal property taxes, provider taxes and other related items of revenue or expense attributable to the Facility.

b. All prorations between the parties shall be made on the basis of actual days elapsed in the relevant accounting or revenue period and shall be based on the most recent information available to the parties hereto. Utility charges which are not metered and read on the Commencement Date shall be estimated based on prior charges, and shall be re-prorated within five business days after receipt of statements therefor. Seller and New Operator shall jointly arrange for the turnover of the utility services.

c. Except as otherwise set forth herein, all amounts owing from one party hereto to the other party hereto that require adjustment after the Commencement Date shall be settled within thirty (30) days after the Commencement Date or, in the event the information necessary for such adjustment is not available within said thirty (30) day period, within five (5) business day of such information being available, but no later than nine (9) months after the Commencement Date.

15. **POLICY AND PROCEDURE MANUALS.** Seller and Manager agree to leave one (1) copy of its policy and procedure manual at the Facility, except for those that are proprietary to Seller or Manager, to be retained by New Operator for historical purposes only (and not for ongoing operations) and which may not be duplicated or disseminated by New Operator. Neither Seller nor Manager make any representation relating to the accuracy or completeness of the policy and procedure manual and any reliance upon the same shall be at New Operator's sole risk and liability.

16. **INDEMNIFICATION.**

a. In addition to any other indemnity set forth herein, but subject to the Basket and Ceiling described below, New Operator hereby indemnifies and agrees to defend and hold Seller, Manager and their successors, assigns, affiliates, managers, members, directors, officers, agents and employees harmless from and against any and all claims, demands, obligations, losses, liabilities, damages, recoveries and deficiencies (including interest, penalties and reasonable attorneys' fees, costs and expenses) (collectively, "Losses") which any of them may suffer as a result of:

i. the untruth of the representations or the breach of any of the warranties of New Operator herein or given pursuant hereto, if the survival period for the same has not lapsed;

ii. any default by New Operator in the performance of any of its commitments, covenants or obligations under this Agreement;

iii. any suits, arbitration proceedings, administrative actions or investigations to the extent relating to the operations at the Facility by New Operator on or after the Commencement Date;

iv. claims which arise after the Commencement Date and relate to periods on or after the Commencement Date with respect to Resident Trust Funds; and

v. any liability which may arise from operations at, or use or condition of, the Facility on or after the Commencement Date to the extent it relates to the operations at, or use or condition of, the Facility on or after the Commencement Date.

Within thirty (30) days after notice of a claim pursuant to **Section 16(c)**, New Operator shall promptly pay to Seller a sum of money sufficient to pay in full such claim or demand, or promptly cure such breach or contest such claim in accordance with **Section 16(c)** hereof.

b. In addition to any other indemnity set forth herein, but subject to the Basket and Ceiling described below, Seller hereby indemnifies and agrees to defend and hold New Operator and its successors, assigns, affiliates, managers, members, agents, servants and employees harmless from and against any and all Losses which any of them may suffer as a result of any of the following events:

i. the untruth of any of the representations or the breach of any of the warranties of Seller herein or given pursuant hereto, if the survival period for the same has not lapsed;

ii. any default by Seller or Manager in the performance of any of their commitments, covenants or obligations under this Agreement;

iii. any suits, arbitration proceedings, administrative actions, investigations or penalties to the extent relating to the operations at the Facility prior to the Commencement Date;

iv. for claims with respect to the Resident Trust Funds which arise prior to the Commencement Date or relate to period prior to the Commencement Date;

v. any obligations under any Contracts that shall accrue or relate to periods prior to the Commencement Date or for services that were performed or rendered prior the Commencement Date;

vi. any claim for Recapture; and

vii. any liability which may arise from operations at, or use or condition of, the Facility prior to the Commencement Date to the extent it relates to the operations at, or use or condition of, the Facility prior to the Commencement Date.

Within thirty (30) days after notice of a claim pursuant to **Section 16(c)**, Seller shall promptly pay to New Operator a sum of money sufficient to pay in full such claim or demand, or promptly cure such breach or contest such claim in accordance with **Section 16(c)** hereof.

c. In the event that any liability, claim, demand or cause of action which is indemnified against by or under any term, provision, section or paragraph of this Agreement (“**Indemnitee’s Claim**”) is made against or received by any indemnified party (“**Indemnitee**”) hereunder, said Indemnitee shall notify the indemnifying party (“**Indemnitor**”) in writing within twenty one (21) calendar days of Indemnitee’s receipt of written notice of said Indemnitee’s Claim, provided, however, that Indemnitee’s failure to timely notify Indemnitor of Indemnitee’s receipt of an Indemnitee’s Claim shall not impair, void, vitiate or invalidate Indemnitor’s indemnity hereunder nor release Indemnitor from the same, which duty, obligation and indemnity shall remain valid, binding, enforceable and in full force and effect so long as Indemnitee’s delay in notifying Indemnitor does not, solely by itself, directly and materially prejudice Indemnitor’s right or ability to defend the Indemnitee’s Claim. Upon its receipt of any or all Indemnitee’s Claim(s), Indemnitor shall diligently defend, compromise or settle said Indemnitee’s Claim at Indemnitor’s sole and exclusive cost and expense and shall promptly provide Indemnitee evidence thereof within twenty one (21) calendar days of the final, unappealable resolution of said Indemnitee’s Claim, provided such claim is for litigation only. Notwithstanding any other provision hereof, in the event of an Indemnitee’s Claim unrelated to litigation (e.g., Medicaid takeback), Indemnitor shall be responsible for any damages, costs or expenses to Indemnitee, including attorney’s fees incurred as a result of the indemnification event, to be paid to Indemnitee within thirty (30) days of written demand for the same. Upon the receipt of the written request of Indemnitee, Indemnitor shall within fourteen (14) calendar days provide Indemnitee a true, correct, accurate and complete written status report regarding the then current status of said Indemnitee’s Claim.

d. Indemnitee may not settle or compromise an Indemnitee’s Claim without Indemnitor’s prior written consent. Failure to obtain such consent shall be deemed a forfeiture by Indemnitee of its indemnification rights hereunder.

e. Neither Seller nor New Operator shall have the right to assert any Indemnitee’s Claim unless the claim, in the aggregate with any other claims proposed to be asserted by such Indemnitee, exceeds Fifty Thousand Dollars (\$50,000) (the “**Basket**”), provided, however, that if and when such threshold is reached and thereafter, any and all claims shall be payable from the first dollar of such Losses, provided, however, the Basket shall not apply to indemnification for any Losses related to Recapture claims or Losses related to claims related to Patient Trust Funds.

f. The maximum amount of liability that any party shall have to the other in all circumstances for any and all Losses or any other indemnification obligation related to this Agreement shall not exceed in the aggregate, an amount equal to One Million Dollars (the “**Ceiling**”).

g. New Operator’s indemnification claims shall be partially secured by the Escrow Holdback (as defined and described in the Purchase Agreement). New Operator agrees to execute and deliver to Seller an escrow holdback agreement in form and substance consistent with the terms described in the Purchase Agreement.

h. The indemnification obligations under this **Section 16** shall survive the

Commencement Date for a period of three (3) years.

17. **REPRESENTATIONS AND WARRANTIES OF NEW OPERATOR.** As an inducement to Seller to enter into this Agreement, New Operator covenants and makes the following representations and warranties set forth below, which are true and correct as of the date hereof and which shall be true and correct on the Commencement Date:

- a. Status. New Operator is a [limited liability company], duly organized and validly existing in good standing under the laws of the State of [Illinois].
- b. Authority. New Operator has the full right, power and authority to enter into this Agreement.
- c. Survival of Representations or Warranties. The representations and warranties of New Operator under **Section 17(a)** (Status) and **Section 17(b)** (Authority) shall survive the Commencement Date of the transaction contemplated hereunder for the maximum period permitted by applicable law.

18. **REPRESENTATIONS AND WARRANTIES OF SELLER.** As an inducement to New Operator to enter into this Agreement, Seller covenants and makes the following representations and warranties, which are true and correct as of the date hereof and which shall be true and correct as of the Commencement Date:

- a. Status. Seller is a public body corporate and politic under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.
- b. Authority. Seller has the full right, power and authority to enter into this Agreement.
- c. Litigation. There are no lawsuits, investigations or other proceedings pending or, to Seller's knowledge, threatened against the Seller specifically related to the Facility or Seller's right to own the Property or Seller's right to enter into this Agreement, other than as set forth in **Schedule 18(d)**. To Seller's knowledge, there are no ongoing audits of the Facility's billing by any third-party payor.
- d. Contracts. Seller has made available to New Operator a copy of each written Contract that affects the Facility. To Seller's knowledge, each of the Contracts is legal, valid, binding and enforceable. Seller knows of no reason why it would be in default under any Contracts related to the Facility.
- e. Property and Supplies. Unless specifically permitted pursuant to the terms of this Agreement, Seller has not removed any items of personal property or Supplies from the Facility. Except for the Resident Trust Funds, Seller does not have possession of any other personal property owned by any resident of the Facility. There are currently sufficient Supplies to operate the Facility as it has been operated by Manager since July 1, 2017.
- f. AS IS. New Operator acknowledges and agrees that neither Seller nor any agent or representative of Seller have made, and Seller is not liable or responsible for or bound

in any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the physical condition of the Supplies, Property or the Facility, including the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the structural and mechanical condition of the buildings, structures and improvements situated thereon, the plumbing, heating, air conditioning, electric and ventilating systems serving the Property and any other matter or thing whatsoever with respect thereto. Purchaser acknowledges, agrees, represents and warrants that it has and shall have the opportunity to inspect the Property and all matters comprising the Property, including the Supplies and Facility, and has or shall have access to information and data relating to all of same as Purchaser deems necessary, prudent, appropriate or desirable for the purposes of this transaction. Purchaser acknowledges that it is fully familiar with the Property and Purchaser expressly agrees to accept the Supplies, Property and the Facility **"AS IS, WHERE IS AND WITH ALL FAULTS"**, in its current condition, subject to reasonable wear and tear.

g. Life Care Contracts. The Facility is not a party to any life care contract with any resident of the Facility.

h. Audits. There are no current desk audits or full audits by OIG, CMS, IDPH, HFS or any other applicable governmental or quasi-governmental regulatory agency in connection with any cost reports filed by Seller.

i. Licensure. The Facility is and shall be on the Commencement Date licensed by IDPH as a skilled nursing facility with 243 skilled nursing beds. Such license is unrestricted, unconditional, in good standing and in full force and effect and subject to no waivers or limitations. There are no outstanding Life Safety Code deficiencies or violations cited by IDPH, CMS or any state or local building, fire safety or health authorities that have not been corrected as of the date of this Agreement.

j. Certification. The Facility is certified for participation in the Medicare and Medicaid reimbursement programs. Such certifications are in good standing and full force and effect and subject to no restrictions or limitations. There are no written claims, demands or other notices of or action alleging the overpayment of Medicare, Medicaid or other governmental or quasi-governmental reimbursements or demands for the return of such alleged overpayments by any third party payor with respect to the Facility.

k. Violations. Seller has not received notice that with respect to the Facility it has been charged or implicated in any violation of any state or federal statute or regulation involving false, fraudulent or abusive practices relating to its participation in state or federally sponsored reimbursement programs, including but not limited to false or fraudulent billing practices. The Facility is not in an open survey cycle (i.e., received violations but not yet found to be in substantial compliance). Seller has not received notice of, nor is aware of facts that may give rise to, any action that has been threatened, taken or recommended by any government authority to revoke, withdraw or suspend its license to operate the Facility or to terminate or decertify any participation of the Facility in the

Medicaid or Medicare programs.

l. Surveys. Seller has furnished New Operator with true, accurate and complete copies of all surveys, inspection reports and similar examination reports related to the Facility in its possession as of the date of this Agreement (collectively, the "Surveys"). Any violations on the Surveys have been cured and addressed by a plan of corrective action.

m. Utilities. All utility services, including heat, air conditioning, hot and cold water, telephones, gas and electricity are available at the Facility in quantities sufficient for the present use of the Property. The Facility has not experienced any material disruptions to its operations arising out of any recurring loss of electrical power, flooding, limitations to access to public sewer and water or restrictions on septic service.

n. Permits. To the best of Seller's knowledge, all of the licenses and permits are valid and in full force and effect, and Seller has not received any notice of any violation of such permit or license.

o. Survival of Representations or Warranties. The representations and warranties of Seller under this Agreement shall survive the Commencement Date of the transaction contemplated hereunder for the period of eighteen (18) months after the Closing Date; except the representations and warranties set forth in **Section 18(a)** (Status) and **Section 18(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Commencement Date and continue in full force and effect for the maximum period permitted by applicable law.

19. **POST-COMMENCEMENT DATE COVENANTS.**

a. Use Covenants New Operator hereby covenants that beginning on the Commencement Date and continuing through December 31, 2027:

i. Property Use . The Facility shall be operated as a skilled nursing facility with at least 220 licensed beds. The Facility shall not be used for any purpose except as a skilled nursing facility, geriatric center, long-term care facility or assisted living facility, provided it complies with Section 19(a)(iii) in all instances.

ii. Residents. All persons who are residents of the Facility on the Commencement Date shall continue to be residents after the Commencement Date. New Operator shall not transfer any existing resident to another facility unless: (i) the resident has provided written consent; (ii) there is a medical necessity as determined by a medical professional in accordance with standard industry practice; (iii) the resident does not have a payor source, or (iv) the resident is a danger to the facility, the employees of the facility, and/or the other residents as determined by a medical professional in accordance with standard industry practice.

iii. Medicaid Beds. At least fifty percent (50%) of the licensed beds shall be primarily reserved and certified for Medicaid Managed Eligible Participants to the extent allowed by law and New Operator will use commercially reasonable efforts to accept all Medicaid Managed Eligible Participants. Medicaid Managed

Eligible Participants means those individuals that are eligible to participate in the Illinois Medicaid as determined by HFS and/or other applicable governmental agencies.

iv. Priority to County Residents. New Operator shall provide priority for admissions to residents of Champaign County, Illinois where there are insufficient beds for both individuals within Champaign County, Illinois and outside of Champaign County, Illinois.

b. Employees. New Operator shall: (i) re-hire all of the current employees at the Facility on the Commencement Date who pass a background check, (ii) not terminate 10% or more of the current employees within the first 60 days following the Commencement Date and (iii) not terminate 20% or more of the current employees during the first 6 months after the Commencement Date. Nothing in this paragraph, however, shall create any right in favor of any person not a party hereto, including the Employees, or constitute an employment agreement or condition of employment for any Employee.

c. Successors and Assigns. The use restrictions set forth in this **Section 19(a)** shall apply to New Operator's successors and assigns.

d. Survival. This **Section 19(a)** shall survive the termination of this Agreement until January 1, 2028.

20. **NO JOINT VENTURE.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this Agreement.

21. **EXHIBITS AND SCHEDULES.** If any exhibits or schedules are not attached to this Agreement on the date of execution, the parties agree to attach such exhibits and schedules as soon as reasonably practicable. This Agreement is subject to New Operator approving all exhibits and schedules not attached hereto on the date hereof, within five business days of submission thereof to New Operator. The parties hereto agree that the party charged with providing an exhibit or schedule to this Agreement shall, to the extent necessary after delivery thereof, amend or supplement all exhibits and schedules in order for the same to be current, true and correct as of the Commencement Date.

22. **EVENTS OF DEFAULT; REMEDIES.** The breach by either Seller, Manager or New Operator (as applicable, "**Defaulting Party**") of any term, provision, condition, promise, covenant, representation, warranty, indemnity, duty or obligation if not cured within ten (10) business days of the earlier of said Defaulting Party's receipt or refusal of written notice of the same from the other party ("**Non-Defaulting Party**") shall automatically and without further notice hereunder be an immediate event of default ("**Event of Default**") entitling the Non-Defaulting Party to exercise any remedies available to it hereunder or in law or equity. The Non-Defaulting Party's rights and remedies hereunder shall be cumulative and not mutually exclusive and the exercise by the Non-Defaulting Party of one or more rights or remedies shall not be deemed, interpreted or construed as an election of the same or to bar, prevent or preclude the simultaneous or consecutive exercise of any other right or remedy available to the Non-Defaulting Party, including the simultaneous or





Attention: [ \_\_\_\_\_ ]  
Email: [ \_\_\_\_\_ ]

with a copy to: Gutnicki LLP  
4711 Golf Road, Suite 200  
Skokie, IL 60076  
Attention: Stacy J. Flanigan  
Email: sflanigan@gutnicki.com

or if written notification of a change of address has been sent, to such other party or to such other address as may be designated in that written notification. Each such notice and other communication under this Agreement shall be effective or deemed delivered or furnished (i) if given by mail, on the third business day after such communication is deposited in the mail; (ii) if given by electronic mail, effective upon transmission if before 5:00 p.m. (Central), otherwise effective the next business day; and (iii) if given by hand delivery or overnight courier, when delivered to the address specified above. Notwithstanding anything herein to the contrary, any notice received by a recipient on a day when the federal banks are closed in Chicago, Illinois shall automatically be deemed and construed to be received on the next regular business day following its receipt.

c. Each party hereto shall bear its own legal, accounting and other expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby, whether or not the transaction is consummated.

d. This Agreement, together with all exhibits and schedules attached hereto and any other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

e. This Agreement may not be modified or amended except in writing signed by the parties hereto.

f. Notwithstanding anything herein to the contrary, neither party shall have liability for any inaccuracy or breach of any representation or warranty if, before the closing, the other party had knowledge of said inaccuracy or breach or the underlying facts giving rise to such inaccuracy or breach.

g. The parties agree that time is of the essence.

h. No waiver of any term, provision or condition of this Agreement, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition of this Agreement. No failure to act shall be construed as a waiver of any term, provision, condition or rights granted hereunder.

i. Neither this Agreement nor the rights, duties or obligations arising hereunder shall be assignable or delegable by either party hereto without the express prior written consent of the other party hereto; provided, however, that New Operator shall have the right to

assign this Agreement to an entity formed for the purpose of being designated the permitted nominee of New Operator's rights and obligations under this Agreement, and its rights, privileges and obligations hereunder shall be deemed assigned to such newly formed company. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

j. Captions of paragraphs are for convenience only and are not part of this Agreement and do not affect, change or modify the paragraphs they precede.

k. All understandings and agreements heretofore and between the parties are merged in this Agreement and all exhibits and schedules attached hereto, which alone fully and completely expresses their agreement.

l. This Agreement shall be construed in accordance with the laws of the State of Illinois.

m. EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HERewith OR HEREAFTER AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

n. THIS AGREEMENT AND THE OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS. ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN CHAMPAIGN COUNTY, ILLINOIS, AND EACH PARTY HERETO EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURT FOR THE PURPOSES THEREOF. TO THE EXTENT LEGALLY WAIVABLE, EACH OF THE PARTIES HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTIES BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PARTY, AT THE ADDRESS SET FOR NOTICE IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST SUCH PARTY IN ACCORDANCE WITH THIS SECTION.

o. This Agreement may be executed in counterparts, or by facsimile or electronic submission, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute one and the same agreement.

p. All of the provisions of this Agreement shall be deemed and construed to be “conditions” and “covenants” as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

q. The recitals set forth at the beginning of this Agreement constitute an integral part of this Agreement and are hereby incorporated by reference herein and made in the Purchase Agreement hereof as if fully set forth herein.

r. All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require, or “any” shall mean “any and all”; “or” shall mean “and/or”, and “including” shall mean “including, without limitation”.

s. As used in this Agreement, an individual will be deemed to have “knowledge” of a particular fact or other matter if such individual is actually aware or should have been aware after due inquiry. An entity other than an individual will be deemed to have “knowledge” of a particular fact or other matter if any individual who is serving as a member, manager, director or officer of such entity is actually aware or should have been aware after due inquiry of such fact or other matter. Notwithstanding and without limiting the foregoing, Seller shall be deemed to have knowledge of a particular fact or other matter under this Agreement if Rick Snider has actual knowledge of such fact or other matter.

t. Whenever the under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or nationally recognized legal holiday, such time for performance shall be extended to the next business day. Unless otherwise specified, in computing any period of time described herein, the day of the act or event on which the designated period of time begins to run shall not be included and the last day of the period so computed shall be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the next day which is not a Saturday, Sunday or a legal holiday. Further, unless otherwise specified, any reference to a specified number of days shall be deemed to refer to calendar days.

u. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but, each term and provision shall be valid and be enforced to the fullest extent permitted by law.

v. The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

w. The parties hereto, and each of them, represent that in effecting and executing this Agreement, each has received from legal counsel advice as to its and their respective legal rights, irrespective as to whether they have legal counsel at the time of executing this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the hereto have caused this Agreement to be signed by persons authorized to do so on behalf of each of them respectively as of the day and year first above written.

**SELLER:**

The County of Champaign, Illinois, a public body corporate and politic of the State of Illinois

Attest:

By: \_\_\_\_\_  
Gordy Hulten, County Clerk

By: \_\_\_\_\_  
C. Pius Weibel, County Board Chair

**MANAGER:**

SAK Management Services, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**NEW OPERATOR:**

[New Operator, LLC], an [Illinois limited liability company]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Schedule 3(a)(i)**

[List Vehicles with Make, Model, Year and VIN To be provided during Diligence Period]

**Schedule 4**

**Excluded Property**

**[To be provided and updated]**



**Schedule 8(a)**

**Contracts**

[List all Contracts To Be Provided During Diligence Period]

## **Schedule 8(b)**

### **Assumed Contracts**

[Part (3) Assumed Contracts Are Subject to Purchaser's Review For Inclusion; and  
Part(2) Assumed Contracts are Subject to Purchaser Review for commercially reaonsable terms]

1. The Union Contracts.
2. [List service contracts that can be cancelled on 60 days' or less notice.]
3. [List service contracts that would require a termination fee.]

**Schedule 18(d)**

**Litigation**

None.

RESOLUTION NO. 2018-144

BUDGET AMENDMENT

May 2018

FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00029

Fund: 081 Nursing Home  
Dept. 410 Administrative

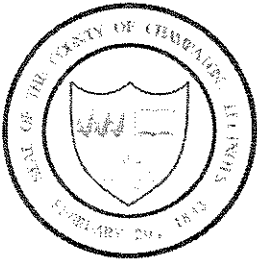
<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
511.03 Regular Full-time Employees	\$3,368,142
522.10 Food	\$178,809
522.93 Operational Supplies	\$122,801
533.07 Professional Services	\$873,194
544.33 Office Equipment & Furnishings	<u>\$2,000</u>
Total	\$4,544,946
Increased Revenue:	
345.22 NH Care-Private Pay Patients	\$1,384,247
345.23 NH Care-Medicaid Patients	<u>\$3,227,276</u>
Total	\$4,611,523

REASON: If the Nursing Home is Retained by the county, There are Insufficient Appropriations to Continue Operations in FY2018. This Budget Amendment Restores the FY2018 Budget to the Original 12-Month Budget Proposed by the Management Company during the Budget Process.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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



## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING & HUMAN RESOURCE  
MANAGEMENT SERVICES

### MEMORANDUM

To: Honorable Members of the Champaign County Board  
From: Tami Ogden, Deputy County Administrator of Finance  
Date: May 17, 2018  
Subject: Nursing Home Budget Amendment 18-00029  
(Necessary if the Nursing Home sale is not approved)

### BACKGROUND

The FY2018 Nursing Home Administration Budget, 081-410, included seven months of revenue and eight months of expenditure appropriations. The Nursing Home Transition budget, 081-405, included revenue and expenditure appropriations associated with the sale of the home. If the County Board retains the Nursing Home in 2018, there are insufficient appropriations to continue operations for the remainder of the fiscal year.

Throughout the FY2018 budget process, County Administration made it very clear that if the home was not sold, budget amendments would be required in order for the Nursing Home to have sufficient appropriations, particularly for personnel expenditures, to operate through December 2018. This budget amendment restores the FY2018 Nursing Home Administration Budget to the original 12-month budget proposed by the management company during the budget process.

### PROPOSED AMENDMENT

Budget Amendment #18-00029 combines the requested increases in revenues and expenditures to a few budget lines; however, the Nursing Home will complete same-category transfers to move the appropriations to the proper budget lines as necessary. Upon approval of this amendment, the budget will reflect a revenue to expenditure difference of \$3,528.

Budget 081-410	Current Budget*	Amendment #18-00029	Proposed Budget
Revenue	\$7,721,853	\$4,611,523	\$12,333,376
Expenditure	\$7,784,902	\$4,544,946	\$12,329,848

\*As amended by B/A #18-00024 (Hospital property tax revenue and expenditure reduction).

FUND 081 NURSING HOME

DEPARTMENT 410 ADMINISTRATIVE

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	4,104,286	1,059,543	5,604,489	4,544,946

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	4,682,231	4,682,231	9,293,754	4,611,523

EXPLANATION: IF THE NURSING HOME IS RETAINED BY THE COUNTY, THERE ARE INSUFFICIENT APPROPRIATIONS TO CONTINUE OPERATIONS IN FY2018. THIS BUDGET AMENDMENT RESTORES THE FY2018 BUDGET TO THE ORIGINAL 12-MONTH BUDGET PROPOSED BY THE MANAGEMENT COMPANY DURING THE BUDGET PROCESS.

5/15/18  
 DATE SUBMITTED: Brenda Linn  
 AUTHORIZED SIGNATURE \*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_




**RESOLUTION NO. 2018-174**

**RESOLUTION AUTHORIZING SIGNATORY AUTHORITY TO THE FY2018  
NURSING HOME TRANSITION BUDGET**

**WHEREAS**, Ordinance No. 995 - FY2018 Annual Budget and Appropriation Ordinance for Champaign County was adopted by the Champaign County Board on November 21, 2017; and

**WHEREAS**, the FY2018 Annual Budget and Appropriation Ordinance included a Transition Budget for the Champaign County Nursing Home, to be executed and implemented only in the event of the approval of the sale of the Champaign County Nursing Home; and

**WHEREAS**, pursuant to the approval of Resolution 2018-141 authorizing the Sale of the Champaign County Nursing Home as adopted by the Champaign County Board on May 24, 2018, there is now a requirement for the County Board to designate signatory authority to execute and implement the FY2018 Nursing Home Transition Budget; and

**WHEREAS**, the Champaign County Board designates the County Board Chair and County Administrator to have signatory authority to the FY2018 Nursing Home Transition Budget;

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Champaign County, Illinois, that signatory authority for the execution and implementation of the FY2018 Nursing Home Transition Budget is designated to the County Board Chair and County Administrator.

**PRESENTED, ADOPTED, APPROVED and RECORDED** this 24<sup>th</sup> day of May A.D. 2018.

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C. Pius Weibel, Chair  
Champaign County Board

ATTEST:

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



RESOLUTION NO. 2018-175

BUDGET AMENDMENT

May 2018  
FY 2018

WHEREAS, The County Board has approved the following amendment to the FY2018 budget;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board approves the following amendment to the FY2018 budget; and

BE IT FURTHER RESOLVED That the County Auditor be authorized and is hereby requested to make the following amendment to the FY2018 budget.

Budget Amendment #18-00030

Fund: 104 Early Childhood  
Dept. 842 Pre-School for All Expansion III

<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
Increased Appropriations:	
522.02 Office Supplies	\$5,152
522.44 Equipment Less Than \$5,000	\$18,585
522.96 School Supplies	\$70,152
533.29 Computer/Information Technology Services	\$2,000
533.70 Legal Notices, Advertising	\$4,000
533.95 Conferences & Training	\$1,000
533.45 Non-County Building R & M	\$500,000
544.32 Other Equipment	\$36,000
544.40 Landscaping, Land Improvements	<u>\$120,000</u>
	Total \$756,889
Increased Revenue:	
334.64 IL STBD Ed/Preschool for All	<u>\$756,889</u>
	Total \$756,889

REASON: This Grant will Support Health & Safety. Facility Improvements Including ADA Compliant Parking Lots, Ramps, Sidewalks, Window Replacement, Painting and Signage. Grant will also Support Curriculum Enhancements, Materials, Equipment and Computers.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>th</sup> day of May A.D. 2018.

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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

FUND 104 EARLY CHILDHOOD FUND

DEPARTMENT 842 PRE-SCH FOR ALL EXPSN III

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	756,889	756,889

INCREASED REVENUE BUDGET:

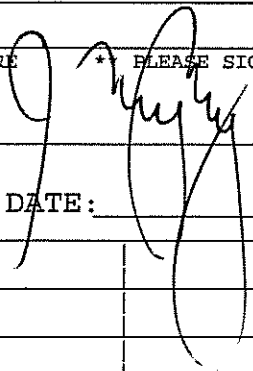
ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
See attached				
TOTALS	0	0	756,889	756,889

EXPLANATION: THIS GRANT WILL SUPPORT HEALTH & SAFETY. FACILITY IMPROVEMENTS INCLUDING ADA COMPLIANT PARKING LOTS, RAMPS, SIDEWALKS, WINDOW REPLACEMENT, PAINTING & SIGNAGE. THE GRANT WILL ALSO SUPPORT CURRICULUM ENHANCEMENTS, MATERIALS, EQUIPMENT & COMPUTERS.

DATE SUBMITTED:

5-18-18

AUTHORIZED SIGNATURE



\*\* PLEASE SIGN IN BLUE INK \*\*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:



RESOLUTION NO. 2018-98

RESOLUTION THAT THE COUNTY BOARD FACILITATE THE COLLECTION OF RACIAL/ETHNICITY DATA WITHIN THE COUNTY CRIMINAL JUSTICE SYSTEM, COOPERATE WITH OTHER LOCAL GOVERNMENT ENTITIES IN SHARING DATA, AND UTILIZE COMPATIBLE SOFTWARE SO THAT DATA IS USABLE IN A COMMUNITY-WIDE DATA PORTAL

WHEREAS, on October 22, 2015, the Champaign County Board established the Racial Justice Task Force to address the issue of racial disparity in the criminal justice system and to provide recommendations for positive steps to address the issue of racial disparity; and

WHEREAS, the Racial Justice Task Force presented its Report and Findings to the Champaign County Board on November 14, 2017; and

WHEREAS, one of the recommendations of the Racial Justice Task Force was developing a community engagement plan for informing constituents about racial disparity and engaging them in efforts to reduce racial disparity in the Champaign County criminal-justice system; and

WHEREAS, the Racial Justice Task Force Report recommended that that the County Board maintain and invest in a county-wide Racial Justice Task Force Community Justice Data Portal; and

WHEREAS, the Racial Justice Task Force Report recommended that that the County Board cooperate with other local governments and agencies to collect and archive compatible data pertaining to racial disparity so that data may be readily combined, analyzed, and shared; and

WHEREAS, the Racial Justice Task Force Report recommended that that the County Board facilitate the collection and reporting of data on race and ethnicity at points in the criminal-justice systems to allow a systematic assessment of any disproportionate impacts on minority populations;

NOW, THEREFORE BE IT RESOLVED by the County Board of Champaign County that based upon the findings and recommendations of the Racial Justice Task Force, the County Board shall facilitate the collection of racial/ethnicity data within the County Criminal Justice system, cooperate with other local government entities in sharing data, and utilize compatible software so that data is usable in a community-wide data portal.

PRESENTED, PASSED, APPROVED and RECORDED this 24<sup>th</sup> day of May, A.D. 2018.

ATTEST:

\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

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